Town of Superior
Board of Trustees
April 22, 2024 (6:00 p.m.)

The Board meeting will be held in-person and remotely, and members of the public wishing to attend may view the Meeting by visiting the Town's website: https://www.superiorcolorado.gov/home

The Board Meeting recording will be posted subsequently on the Town's website.

1. Call to Order Meeting of Board of Trustees (6:00 p.m.)

2. Preliminary Matters (6:00 p.m.)

    a. Pledge of Allegiance

    b. Roll Call

    c. Approval of Agenda

    d. Board Reports (6:05 p.m.)

    e. Public comment on Consent Agenda, Presentations, and Non-Agenda Items. Persons making public comment are asked to state your name and the city you live in (limit 5 min./person) (6:20 p.m.)

3. Consent Agenda (6:30 p.m.)
    a. Approval of the Board of Trustees Meeting Minutes
    b. Acceptance of Committee Meeting Notes
    c. Consideration of Ordinance (2nd Reading) Adopting Inhalation of Toxic Vapors Code
    d. Consideration of Resolution Approving Boulder County Youth Corps Agreement for Program Services
    e. Consideration of Resolution Approving Construction Contract with Velocity Constructors, Inc. for the Superior WWTP Dewatering Improvements project
    f. Consideration of Resolution Approving Contract with Pavement Restoration, Inc. for the Reclamite Asphalt Rejuvenation Project

g. Consideration of Approval for Alcohol in Public Places Permit Application for Justen Staufer (Purple Park West)
h. Consideration of Approval for Alcohol in Public Places Permit Application for Sheryl Schwabe (Purple Park East)

4. Consideration of Ordinance (2nd Hearing) Kite Crossing Discover Office Park Planned Development Amendment #2 (6:45 p.m.)

5. Continued Discussion and Possible Withdrawal from the Rocky Mountain Metropolitan Airport – Community Noise Roundtable (7:15 p.m.)

6. Consideration of Resolution for Final Development Plan Amendment (FDPA) #2 for FDP 9 of Downtown Superior Bigsby's Folley (7:45 p.m.)

7. Consideration of Resolution Approving Superior Plaza Office Space Suite 200 Improvements (8:45 p.m.)

8. Consideration of Ordinance to Amend the Town's Animal Protection Regulations (9:15 p.m.)

9. Adjournment (11:00 p.m.)

Public comment related to a Public Hearing item may be submitted by email as an alternative to speaking in person, and emailed comments must be received at townboard@superiorcolorado.gov by 12:00 noon on the calendar day before the Public Hearing (Sunday if the Public Hearing is on Monday).

Public comment submitted via e-mail regarding general Town Board agenda items that are not the subject of public hearings should be submitted with sufficient time before the meeting to allow Board Members an opportunity to review.

MEETING NOTES
Advisory Committee for Environmental Sustainability (ACES)
April 11, 2024 @ 5:30 PM

1.Call Meeting to Order

5:32 pm

2.Roll Call

Present: James Zarske, James Lester, Mike Foster, Michelle Gazarik, Miles H Hoffman, Nicola J Hewett, Lisa Barnes, (absent- John Schallau, Stephan Sain)
Staff: Alexis Bullen
Trustee Liaison: Neal Shah

3.Agenda Approval

Unanimously approved

4.Public Comment (5:40 p.m.)

None

5.New Business and Updates (5:45 p.m.)

5.a. Town Board Liaison

48 unit senior living housing development going into Downtown
State law allows municipalities to take over trash contract from HOAs.

5.b. Town Staff

Finalizing waste contract survey; please provide any additional feedback to staff if you have any. HOA water workshop on May 6 at Lafayette Library, 6-7:30 pm. Facilities electrification kickoff meeting happened to start a Town plan. EPA grants through DRCOG update.

5.c. Working Groups

Resources: Didn't meet.
Outreach: Reviewed ACES plan and talked about events coming up. Reviewed Xcel documents. Hard to recycle event this Saturday and developed QR code. Sent general communication ideas to Alexis.
Operations: Did not meet due to IT glitch with Zoom. Issue should be addressed now; please text Alexis if issues persist.

6.Discussion Item(s) (6:15 p.m.)

6. a. April events check-in

It's Earth Month!

- Hard to Recycle, April 13, 9-1, Miles and Mike will volunteer.

- ACES hosted "Understanding Your Energy Bill" on April 24, 6-7:30 in Longs Peak Room with Xcel and with Smart Meters and TOS. Jim, Michelle, Miles, Mike, Lisa and Nikki plan to attend. Motion $350 to film event to post on website. Unanimously approved.
- Arbor Day April 27, Purple Park 10-12. Litter pickup 9-9:45. Michelle, Mike, Nikki, Stephan, Lisa plan to attend. Alexis will provide the branded reusable bags.
- HOA water conservation event at the Lafayette Library 6-7:30; promote to your HOA board members. Here is the RSVP link.
- May 8, Intro to Electrification, Superior Community City, 6-7:30.

6. b. Budget Presentation and Discussion

ACES budget presentation by Alexis. Town operates on calendar year budget. Alexis covered how the budget process works, what ACES recommended to the Board previously and her recommendations for the 2025 budget. ACES then had a brainstorming session. Members will fill out the new budget form if they want to present an idea for final consideration next month.

ACES Brainstorming Ideas

- RFP for Landscape Architect design for efficiency landscaping and reduction in turf.
- More local HTR Events
- Water specialist
- Provide reusable bags
- Electrification rebates
- Electrification of town facilities
- Update trash cans around superior on recycle/trash opening and the lids not blowing off.
- Downtown superior business resources on sustainability
- Carbon credits to offset town employee travel
- Behavioral workshop
- Subsidize RTD use in town
- eBike rebates
- Food truck plug in friendly areas.
- Resiliency in buildings during power outages

6. c. Dashboard presentation and KPI updates

Aurelia gave a presentation on the sustainability metrics dashboard and KPI updates. She covered the process of dashboard creation, walked the committee through how to use the dashboard and discussed next steps, including interface upgrades to how data is represented and storytelling capabilities that the vendor is making for the Town. ACES is welcome to continue to provide feedback as they play around in the dashboard. Staff will update ACES when we have a final launch date this summer.

7.Adjourn

7:35 pm

MEETING NOTES
Superior Open Space Advisory Committee (OSAC)
Wednesday, April 10, 2024
6:00 PM
Superior Community Center

1. Call Meeting to Order (6:00)

2. Preliminary Matters
   a. Roll Call (6:00) – In attendance: Kara Neuse (chair), Rita Trainor (vice chair), Tracey Bain, Cristi Verbeck, Jeff Wade, Mike McDonnell, Joann Maneri, Amber Graves, Leslie Clark (Director, Parks, Recreation and Open Space), Stephanie Miller (Town Board Liaison). Not in attendance Phary Om (Town Ranger).
   b. Agenda Approval (6:00) – Approved.
   c. Public Comment (6:05) – See below.

   - Rachael Brae – input on use of on Town 15. Lives on Andrew Drive, member of Raptor monitoring – concerned about wildlife living in trees, etc. proponent for using Town 15 as Open Space.
   - Richard Yukanas – also proponent of using Town 15 as a community garden or other solar farm or something other than housing or commercial development.
   - Chad Cheek – Marshall Fire rebuilders. Concerned about residential or commercial development – want to make sure that there is community input to use Town 15 as open space, arboretum, etc. With airport pollution, building, etc. it is a lot for the residents to deal with.
   - Eric Weiner – noted that pre-fire (many years ago) a group of Superior residents were concerned about the suddenness of development being decided without public input. He commented that it is too overwhelming to figure out the town's plan as there is much information to dig through. Asked if OSAC has input to funding/decisions regarding town development.

3. OSAC Discussion Items
   a. Staff Updates [Leslie/Phary] (6:20)
      - Plan is complete from project 'Super Bloom' (project/consultant to recommend how to manage Coyote Ridge).
      - Will follow up with names and times for Arbor day (April 27th) and National Trails day (June 1st).
      - Working with CDOT on planning for parking lot at Coyote Ridge – no known issues.

   b. Planning and Building Director update on Affordable Housing (AH) and Comprehensive Plan (CP) - (6:30)

3.b.1. Lisa Richie update: TOS, under Lisa's direction, is managing housing master plan to include affordable housing. Recap:

- Goal is 12% by 2037. Have step goals in the years leading up to that. Not unique to TOS.
- Definition of affordable housing: Residents are able to obtain housing that is less than 30% of their income.
- Short term goal is 22 units by 2027. Permits required by the due date and not required to complete build by that date.
- Comprehensive plan will be the 'where' and targeted to start this summer. OSAC will have input to the plan. An RFP has been created to engage a consultant on the comprehensive plan. DOLA has provided grant money (approx. $100K) with the agreement that TOS would adopt strategies for Affordable Housing. A public survey is part of the strategy/plan. One commit is that we have expedited review of projects, so not negating public input. ADU's (Accessory Dwelling Units) are part of plan and will count toward the 22 units. ADUs may require approval by HOA and new law may override HOA policies.
- Amber asked if there is an ask of OSAC or just an update – Lisa explained this is an educational update for OSAC and public.
- There is currently nothing planned for development on Town 15.
- Kara noted that the previous PROST Master Plan, should be used as input as it included rich input from many residents. Lisa confirmed the Comprehensive Plan (CP), will be continually improved and that we aren't starting from scratch. The CP will drive zoning, building, etc. over the next number of years.
- Trustee Miller commented that the initial plan for Town 15 was to be a commercial hub when rock creek was planned to go west of McCaslin. Town of Superior (TOS), is looking at different options due to budget shortages (fire), change in housing needs, etc. Current zoning for Town 15 is commercial and that is being reconsidered.
- Kara asked if we have we lost our ability to build any Affordable Housing in Downtown Superior. Lisa commented that there are plans on the table for Downtown.
- Lisa explained the options for rezoning that being property owners request or town requests it with property owner approval.
- Kara asked if we are leveraging HUD? The TOS doesn't have a dedicated housing staff member, but we leverage boulder county where needed.
- Community engagement timeline has begun with survey open now. Draft plan with engagement in May and bring to board for approval in June/July. TOS can then begin planning with selected vendor which is expected to take 12-15 months. CP will include transportation, evacuation, etc.

c. Town 15 (7:20)

3.c.1. See discussion above.

- Kara reminded it's been top of our OSAC priority list, we have heard strong feedback from the public recommending a park, preserve open space, something besides commercial or residential development. Amber requested that we formally make the request and bring in all past planning/input into our recommendation. OSAC agreed we would shoot for next OSAC meeting to review and approve a formal recommendation. Subsequently, OSAC will socialize with the board at next OSAC TOS board dinner and then request attention on TOS board meeting May 13th.
- Other strategies? Jeff: make sure you can see it, and we do it after we protect it.
- Leslie informed OSAC that we will need to include in our proposal our recommendation for either 'open space natural' vs. 'recreational.' All agreed we should recommend 'Open Space Natural.' This will also be required as part of a rezoning request.
- It was noted that Town 15 is used for parking at community events.

- Next action is for Kara and Rita to write up the proposal and present to OSAC at the May 8th meeting.
- OSAC members discussed the best method to influence future decisions about the use of Town 15 in alignment with the OSAC mission and charter. Round the table and everyone agreed to ask the Chair to draft a memo to the Town Board with a recommendation to zone the Town 15 property as Open Space Natural vs. Open Space Recreational.

d. Open Space Master Plan-Elements to be included in RFP for the Town-Wide Open Space Master Plan (7:30)
   - Need to define the different types/categories of open space – will review / leverage Lafayette plan.

e. Budget (7:35)

3.e.1. OS Budget topic:
   - Rita made recommendation to budget for OS ranger support. There were no other suggestions.
   - Will finalize for recommendation in May OSAC meeting for meeting with the board in June.

3.e.2. Coyote ridge CIP budget – other ideas?
   - Ideas were for signage/trails and ADA trail in alignment with parking lot build
   - Tracy noted she'd like to see ecological enhancements to CR

f. Prairie Dog Plan Update (7:45)
   - Potential listing Harney-Lastoka and Verhey properties for relocation – Amber will have more update on the Pueblo site for potential relocation in May. The relocation plans are contingencies when/if commercial development displaces current populations.
   - Amber suggested that mowing along roads may have unintended consequence s dogs are coming out by the road.
   - Public comment – question from MOHI student on more information about Prairie Dogs for school project. Amber will assist offline.

g. Committee Candidate Interview Questions for new OSAC members (7:55)
   - Interview questions vs. application – Rita facilitated and documented and will send to Leslie Clark for future applications and town board interviews.

h. National Trails Day Planning (8:10)
   - No other update

i. OSAC Roundtable (8:10)
   - Kara – RT item: subcommittee on the Marshall Fire memorial gave recommendation to Town Board and were given green light to get community engagement

j. Reminders (8:15)
   - Arbor Day *4/27/24*
   - National Trails Day *6/1/24*

4. Updates & Lookaheads:

a. Standing Updates (8:15)
   - Rocky Mountain Greenway (Rocky Flats) – no additional discussion
   - Raptor Program – Tracey provided citing/nests, etc. on behalf of raptor program lead (Peter)
   - Wildlife Monitoring Program – good start, mostly coyote citing, changing tracking mechanism to CitSi and will test in May – will have tables at arbor day

- Trail Etiquette – Leslie – TOS rolled out 'Share Superior Spaces' and will have subsequent themes each of the next number of months (pedestrian, bike, pets, etc.). Working with communications to enhance additional messaging on website, email pushes, etc. Kevin is working to leverage information in California.
- Wildfire Update – no additional update from Cristi. Leslie mentioned that we should use 'click and fix' or call if we see damage from winds the weekend of April 5th. May be able to get help since it was officially a 'Wind event' on repair/clean up of trees, signs, etc.
- Communications Update (for Kevin Colon) – no update

5. Adjourn (8:25)

**Indicates priority item due to Board, Staff, or Work Plan Timeline*
Next Meeting: Wednesday, May 8, 2024, 6:00 p.m. at the Superior Community Center
(OSAC meets on the second Wednesday of the month.)

ITEM NO. 3c

INFORMATION FOR MEETING
OF THE SUPERIOR BOARD OF TRUSTEES

AGENDA ITEM NAME: **Ordinance –- Addressing Inhalation of Toxic Vapors**

MEETING DATE: **April 22, 2024**

PRESENTED BY: **Matt Magley, Town Manager**
Dave Salaman, Sgt. Boulder County Sheriff's Office

PRESENTED FOR: **Approval - Second Reading**

BACKGROUND:
The inhalation of toxic vapors is damaging to an individual's health. The State of Colorado has a Statute under C.R.S. § 18-18-412 making it illegal for the inhalation of toxic vapors. Other municipalities in Boulder County currently have an ordinance similar to the Colorado Revised Statue. This has helped other municipalities with enforcement and keeping the violation at a local level. The Board held a first reading of the ordinance at their April 8 meeting.

The Town Attorney and Sgt. Salaman have reviewed the proposed new ordinance and are in favor of the Town adopting the ordinance.

RECOMMENDED ACTION:
Approval of the ordinance.

MOTION:
Move to approve an ordinance of the Board of Trustees of the Town of Superior amending Article VIII of Chapter 10 of the Municipal Code by the addition of a new section prohibiting the inhalation of toxic vapors.

ATTACHMENTS:
- Ordinance

TOWN OF SUPERIOR
ORDINANCE NO. O-6
SERIES 2024

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR AMENDING ARTICLE VIII OF CHAPTER 10 OF THE SUPERIOR MUNICIPAL CODE BY THE ADDITION OF A NEW SECTION 10-8-90, PROHIBITING THE INHALATION OF TOXIC VAPORS

WHEREAS, the inhalation of toxic vapors is damaging to an individual's health and illegal under C.R.S. § 18-18-412; and

WHEREAS, the Board of Trustees desires to prohibit the inhalation of toxic vapors in the Town.

NOW BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR, COLORADO, as follows:

Section 1. Article VIII of Chapter 10 of the Superior Municipal Code is hereby amended by the addition of a new Section 10-8-90, entitled "Inhalation of Toxic Vapors", to read as follows:

Sec. 10-8-90. Inhalation of Toxic Vapors.

(a) No individual shall knowingly smell or inhale the fumes of toxic vapors in the Town for the purpose of causing a condition of euphoria, excitement, exhilaration, stupefaction or dulled senses of the nervous system, or possess, buy or use any such substance for the purpose of violating or aiding another to violate this Section. This Section does not apply to the inhalation of anesthesia for medical or dental purposes.

(b) As used in this Section, the term *toxic vapors* means the following substances or products containing such substances: alcohols (methyl, isopropyl, propyl or butyl), aliphatic acetates (ethyl, methyl, propyl or Methyl Cellosolve acetate), acetone, allyl isothiocyanate, nitrous oxide, benzene, carbon tetrachloride, cyclohexane, Freons (Freon 11 and Freon 12), hexane, methyl ethyl ketone, methyl isobutyl ketone, naphtha, perchloroethylene, toluene, trichloromethane or xylene. Evidence that a container, or similar container if the label is missing, lists one (1) or more of these substances is *prima facie* evidence that the substance in such container contains toxic vapors and emits the fumes thereof.

Section 2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts

hereof irrespective of the fact that any one or part or parts be declared unconstitutional or invalid.

Section 3. Safety. This Ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

INTRODUCED, READ, PASSED AND ORDERED PUBLISHED this 22nd day of April, 2024.

_____
Mark Lacis, Mayor

ATTEST:

_____
Lydia Yecke, Town Clerk

ITEM NO. 3e

INFORMATION FOR MEETING
OF THE SUPERIOR METROPOLITAN DISTRICT NO. 1
BOARD OF DIRECTORS

AGENDA ITEM NAME: **Resolution – Approving a Construction Contract with Velocity Constructors, Inc. for the Superior WWTP Dewatering Improvements project**

MEETING DATE: **April 22nd, 2024**

PRESENTED BY: **Brannon Richards, P.E., Public Works & Utilities Director**
Jim Widner, P.E., Utilities Superintendent

PRESENTED FOR: **Action**

BACKGROUND:
The Superior Metropolitan District No.1 manages, operates, maintains, and controls the municipal wastewater treatment plant (WWTP) for the Town of Superior, which is located at 2125 Honey Creek Lane, Superior, Colorado. The facility, originally constructed in 1989, upgraded in 2000, and last expanded in 2020, is operated by Direct Discharge Consulting. Currently, dewatering of the effluent sludge from the digesters is solely achieved by a centrifuge that was installed during the 2000 upgrades.

This project will replace the existing dewatering centrifuge, which has surpassed its useful life and has high energy and polymer usage, with a new dewatering screw press for sludge dewatering purposes. The new screw press will be installed with a hood that vents to an odor control system to alleviate effects to the surrounding community. In addition, the project includes replacement of two (2) sludge feed pumps, replacement of a sludge transfer pump, and the refurbishment of existing sludge grinders as this equipment is also nearing, or has surpassed their useful lifespans. The scope of improvements will be contained within the sludge handling facility of the WWTP and will be sequenced to limit impacts to the overall wastewater treatment process. As the primary purpose of the project is to replace aging equipment, there will be no change to the WWTP's current State of Colorado permitted flow and loading capacity. However, the screw press and associated equipment have been designed to meet Town of Superior build-out flow projections if this permitted capacity is increased in the future.

Sludge dewatering is an integral part of the wastewater treatment process that involves the separation of the liquids and solids within the digested sludge. This allows for the liquids to be recycled back to the beginning of the treatment process and the solids to be collected for future land application. Several different types of dewatering equipment are commonly used, and the project's design phase included an alternatives analysis that considered life cycle cost, energy and polymer usage, performance, operation and maintenance, and compatibility with the existing treatment system. While the current dewatering equipment is a centrifuge, a decision matrix that assessed the above criteria identified a dewatering screw press as the best long-term option for the facility.

The project is included in the Sewer CIP schedule with construction budgeted in 2024. The District retained the services of Consor, an engineering and design consultant with experience in designing and planning wastewater treatment projects and sludge dewatering processes, to design the sludge handling facility improvements and prepare construction documents.

In accordance with the Town's Purchasing Policy, a Request for Bids (RFB) was solicited via the Town's website and the Rocky Mountain E-Purchasing System (also known as BidNet). The bid results are summarized in **Table 1**. A more detailed itemized breakdown is included in the attached **Table 2**. This contract price will cover the replacement of the equipment detailed above in paragraph 2, as well as improvements to an existing floor hatch and all associated electrical and controls systems components.

Velocity Constructors, Inc. is the low bidder at $1,460,440, while RN Civil Construction submitted the second lowest bid at $1,572,000 (8% percent higher than the low bid). The Engineer's Opinion of Probable Construction Cost (EOPCC) is $1,864,000, which is 3% higher than the average bid.

Table 1 Superior WWTP Dewatering Improvements Bid Summary

Total Bid Price, dollars					
Aslan Construction	Glacier Construction	GSE Construction	RN Civil Construction	Velocity Constructors	EOPCC
$2,719,900.00	**$1,641,000.00**	**$1,613,200.00**	**$1,572,000.00**	**$1,460,440.00**	**$1,864,000.00**

Consor performed an evaluation of the top three (3) Bidder's Qualification Statements and a reference check of past project experience for the top two. All bidders were deemed qualified to perform the work and passed the reference check. In addition, there were no substantial differences between the bid item prices of the top three (3) bidders, which indicates that the project scope is well understood. Therefore, it is recommended that the low bidder, Velocity Constructors, Inc., is awarded the construction contract for this project.

BUDGET IMPLICATIONS:

In 2023, this project was budgeted at $1.425M. During the 2024 Budget process it was estimated that $750k of the project would completed in 2023 and $750k was budgeted for 2024 to complete the project for a total budget for the project $1.5M. However, no work was completed in 2023 so $750k will be carried over from 2023 to 2024 via a budget amendment. Additionally, the Sewer

Capital budget anticipated use of the Coronavirus State and Local Fiscal Recovery Funds Program (SLFRP) grant which will cover all expected costs.

MOTION:
Move to adopt a Resolution – Approving a Construction Contract with Velocity Constructors, Inc. for the Superior WWTP Dewatering Improvements project.

ATTACHMENTS:
- Resolution
- Construction Contract
- Table 2 – Line Item Bid Tabulation

SUPERIOR METROPOLITAN DISTRICT NO. 1
RESOLUTION NO. SMD#1-3
SERIES 2024

A RESOLUTION OF THE BOARD OF DIRECTORS OF SUPERIOR METROPOLITAN DISTRICT NO. 1 APPROVING A CONTRACT WITH VELOCITY CONSTRUCTORS FOR THE MUNICIPAL WASTEWATER TREATMENT PLANT DEWATERING IMPROVEMENTS PROJECT

WHEREAS, Superior Metropolitan District No. 1 (the "District") desires to improve the dewatering capabilities of the Municipal Wastewater Treatment Plant, including without limitation by replacing the existing dewatering centrifuge with a new dewatering screw press for sludge dewatering; and

WHEREAS, the Board of Directors finds it in the best interest of the public health, safety and welfare to contract with Velocity Constructors, Inc., to complete improvements to the dewatering capabilities of the Municipal Wastewater Treatment Plant.

NOW, THEREFORE, BE IT RESOLVED BY THE SUPERIOR METROPOLITAN DISTRICT NO. 1 BOARD OF DIRECTORS, as follows:

Section 1. The Contract between Superior Metropolitan District No. 1 and Velocity Constructors, Inc., is hereby approved in substantially the same form as attached hereto, subject to final approval by the District's General Counsel.

ADOPTED this 22nd day of April, 2024.

_____
Mark Lacis, President

ATTEST:

_____
Lydia Yecke, Secretary

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered into this _____ day of _____, 20__ (the "Effective Date"), by and between the Superior Metropolitan District No. 1, 124 East Coal Creek Drive, Superior, CO 80027, a Colorado special district (the "District"), and Velocity Constructors, Inc., an independent contractor with a principal place of business at 2107 W. College Ave., Englewood, CO 80110 (the "Contractor") (each a "Party" and collectively the "Parties").

For the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Scope of Work. Contractor shall perform the following described work (the "Work"), in accordance with this Contract and the Contract Documents, attached hereto and incorporated herein by this reference:

> The replacement of an existing centrifuge with a new screw press for sludge dewatering purposes. Work also includes, without limitation, the replacement of three progressive cavity pumps, the refurbishment of two sludge grinders, the installation of an odor control system for the dewatering press, structural modifications to the existing concrete floor slab and hatch, installation of new equipment pads, and all associated piping, valving, flow meters, pipe supports, control equipment and accessories, and other material, equipment, and labor necessary to complete the work.

2. Bonds. Within 10 days of the date of this Contract, Contractor shall provide the payment and performance bond and certificate of insurance required by the Contract Documents.

3. Commencement and Completion of Work. Contractor shall commence the Work within 10 days of date of the Notice to Proceed. Substantial Completion of the Work shall be accomplished by the 15th day of December, 2024, unless the period for completion is extended otherwise in accordance with the Contract Documents. Final Completion of the Work shall be accomplished within 30 days of the date of Substantial Completion.

4. Compensation/Contract Price. The District agrees to pay Contractor, subject to all the terms and conditions of the Contract Documents, for the Work, an amount not to exceed $**1,460,440.00**. The District shall pay Contractor in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

5. Keep Jobs In Colorado Act. Pursuant to the Keep Jobs in Colorado Act, C.R.S. § 8-17-101, *et seq.* (the "Act"), and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules"), Contractor shall employ Colorado labor to perform at least 80% of the work under this Contract and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section, "Colorado labor" means a person who is a resident of the state of Colorado at the time of this Contract, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a *bona fide* qualification. A resident of the state of Colorado is a person with a valid Colorado driver's license, a valid Colorado state-issued photo identification, or

documentation that he or she has resided in Colorado for the last 30 days. Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed $500,000 in the aggregate for any fiscal year.

6. Governing Law and Venue. This Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

7. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Contract by the District shall not constitute a waiver of any of the other terms or obligation of this Contract.

8. Integration. This Contract and any attached exhibits constitute the entire Contract between Contractor and the District, superseding all prior oral or written communications.

9. Third Parties. There are no intended third-party beneficiaries to this Contract.

10. Notice. Any notice under this Contract shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed to:

The District: Jim Widner, P.E.
Superior Metropolitan District No. 1
124 East Coal Creek Drive
Superior, CO 80027

Contractor: Robert Rogstad, Vice President
Velocity Constructors, Inc.
2107 W. College Ave.
Englewood, CO 80110

11. Severability. If any provision of this Contract is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

12. Modification. This Contract may only be modified upon written agreement of the Parties.

13. Assignment. Neither this Contract nor any of the rights or obligations of the Parties shall be assigned by either party without the written consent of the other.

14. Governmental Immunity. The District and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the District and its officers, attorneys or employees.

15. Rights and Remedies. The rights and remedies of the District under this Contract are in addition to any other rights and remedies provided by law. The expiration of this Contract shall in no

way limit the District's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

16. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the District not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

17. Federal Provisions.

A. *General*. The Parties acknowledge that the Agreement is subject to the provisions of 2 C.F.R. Part 200 for projects funded in whole or in part by federal funds and the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq*.) for projects resulting from Declared Presidential Disasters.

B. *Equal Employment Opportunity*.

1. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include without limitation the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

4. Contractor shall send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a

notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Contractor shall furnish all information and reports required by Executive Order 11246 and by rules, regulations, and orders of the Secretary of Labor pursuant thereto, and shall permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of Contractor's noncompliance with this section, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. Contractor shall include these provisions in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, so that such provisions will be binding upon each subcontractor or vendor. Contractor shall take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

C. *Davis-Bacon Act and the Copeland "Anti-Kickback" Act.* Contractor shall comply with 40 U.S.C. § 3141-3144 and 40 U.S.C. § 3146-3148, as supplemented by 29 C.F.R. Part 5. set forth below.

1. Minimum Wages.

a. All laborers and mechanics will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. Part 3)), the full amount of wages and *bona fide* fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under § 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics. Regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and

fringe benefits on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by Contractor and subcontractors at the work site in a prominent and accessible place where it can be easily seen by workers.

b. Contractor shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under this Agreement shall be classified in conformance with the wage determination. Contractor shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

i. The work to be performed by the classification requested is not performed by a classification in the wage determination; and

ii. The classification is utilized in the area by the construction industry; and

iii. The proposed wage rate, including any *bona fide* fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

c. If Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and Contractor agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by Contractor to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise Contractor, or notify Contractor that additional time is necessary.

2. If Contractor and the laborers or mechanics to be employed in the classification or their representatives do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), Contractor shall refer the questions, including the views of all interested parties and the recommendation of Contractor, to the Administrator for determination. The Administrator or an authorized representative will issue a determination within 30 days of receipt and so advise Contractor or will notify Contractor that additional time is necessary.

3. The wage rate (including fringe benefits where appropriate) determined pursuant to this Section shall be paid to all workers performing work in the classification under this Agreement from the first day on which work is performed in the classification.

4. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Contractor shall either pay the benefit as stated in the wage determination or shall pay another *bona fide* fringe benefit or an hourly cash equivalent thereof.

5. If Contractor does not make payments to a trustee or other third person, Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided that that the Secretary of Labor has found, upon the written request of Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

6. The District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from Contractor under this Agreement or any other federal contract with Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements that is held by Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, the District may, after written notice to Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Payrolls and basic records.

a. Payrolls and basic records relating thereto shall be maintained by Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in § 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in § 1(b)(2)(B) of the Davis-Bacon Act, Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. If Contractor employs apprentices or trainees under approved programs, Contractor shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. Submittals.

i. Contractor shall submit weekly for each week in which any work is performed a copy of all payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal funding agency. The payrolls shall set out

accurately and completely all of the information required to be maintained under 29 C.F.R. 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only include an individually identifying number for each employee. The required weekly payroll information may be submitted in any form desired. Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractor and subcontractors shall maintain the full social security number and current address of each covered worker, and shall submit them to the District for transmission to the federal funding agency, Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for Contractor to require a subcontractor to provide addresses and social security numbers to Contractor for its own records, without weekly submission to the sponsoring government agency or the applicant, sponsor, or owner.

ii. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by Contractor or subcontractor or their agent who pays or supervises the payment of the persons employed under the Agreement, certifying the following: that the payroll for the payroll period contains the information required to be provided under § 5.5(a)(3)(ii) of 29 C.F.R. Part 5, the appropriate information is being maintained under § 5.5(a)(3)(i) of 29 C.F.R. Part 5, and that such information is correct and complete; that each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Agreement during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3; and that each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Agreement.

iii. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance".

iv. The falsification of any of the above certifications may subject Contractor or any subcontractor to civil or criminal prosecution under 31 U.S.C. § 231.

c. Contractor or subcontractor shall make the records required by this section on available for inspection, copying, or transcription by authorized representatives of the federal funding agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

8. Apprentices and trainees.

a. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee

program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, Contractor shall no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.

9. Contractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the federal funding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. 5.5.

10. A breach of the clauses in 29 C.F.R. 5.5 may be grounds for termination of this Agreement, and for debarment as provided in 29 C.F.R. 5.12.

11. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this Agreement.

12. Disputes concerning the labor standards provisions of this Agreement, including disputes between Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives, shall be resolved in accordance with 29 C.F.R. parts 5, 6, and 7.

13. Certification of eligibility.

a. Contractor certifies that neither it nor any person or firm who has an interest in Contractor is a person or firm ineligible to be awarded government contracts by virtue of § 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).

b. No part of this Agreement shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of § 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

D. *Contract Work Hours and Safety Standards Act.* Contractor shall comply with the following:

1. Neither Contractor nor any subcontractor employing laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which they are employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

2. In the event of any violation of the clause set forth in subsection (1) hereof, Contractor and any subcontractor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subsection (1) hereof, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of required overtime wages required.

3. The District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages.

4. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with this Section.

5. The requirements of 40 U.S.C. § 3704 apply. No laborer or mechanic may be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

E. *Rights to Inventions Made.* If the federal award providing funding for this Agreement meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and this Agreement is between the District and a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under such funding agreement, the Parties shall comply with and be bound by 37 C.F.R. Part 401 and any implementing regulations issued by the awarding agency.

F. *Clean Air Act and Clean Water Act.* Contractor shall comply with the Clean Water Act and shall report each violation to the District, and understands and agrees that the District will, in turn, report each violation as required to assure notification to the State of Colorado, the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office, and shall require all subcontractors to these requirements in each subcontract exceeding $100,000 financed in whole or in part with a federal award. Contractor shall comply with the Federal Water Pollution Control Act and shall report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the State of Colorado, federal awarding agency, and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with a federal award.

G. *Energy Efficiency.* Contractor shall comply with mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201), and shall include this clause in each third-party subcontract financed in whole or in part with federal assistance.

H. *Debarment and Suspension.*

1. Contractor affirms that neither it nor its principals are suspended or debarred or otherwise excluded from procurement by the Federal Government and do not appear in the SAM Exclusions, which is a list maintained by the General Services Administration.

2. If the Agreement is for $25,000 or more:

a. Contractor verifies that neither Contractor nor its principals (defined at 2 C.F.R. §180.995) or affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935);

b. Contractor shall comply with 2 C.F.R. Part 180, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction;

c. This certification is a material representation of fact relied upon by the District, and if it is later determined that Contractor did not comply with 2 C.F.R. Part 180, subpart C, in addition to remedies available to the State of Colorado and the District, the Federal Government may pursue available remedies, including without limitation suspension and debarment.

3. Throughout this Agreement, Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C. Contractor agrees to include a provision requiring such compliance in its lower tiered covered transactions.

I. *Byrd Anti-Lobbying Amendment.* Contractors who apply or bid for an award of $100,000 or more shall file the required certification set forth in the Certification Regarding Lobbying for the specific funding source. Each tier certifies to the tier above that it will not and has not used federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of

Congress, or an employee of a member of Congress in connection with obtaining a federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

J. *Procurement of Recovered Materials*. In the performance of this Agreement, where the purchase price of a product exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the Agreement performance schedule; meeting Agreement performance requirements; or at a reasonable price. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The list of EPA-designated items is available at https://www.epa.gov/sites/production/files/2016-02/documents/cpg-fs.pdf.

K. *Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms*. If subcontracts are to be let, Contractor shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

L. *Federal Law, Regulations, and Executive Orders.* Contractor acknowledges that funding under this Agreement may include federal, state, and local money, and that financial assistance from federal agencies will be used to fund specific projects under this Agreement only. For those projects, Contractor agrees to comply with all applicable law, rule, regulation, executive order, policies of the applicable federal funding agency, procedure, and directives.

M. *No Obligation by Federal Government.* The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the Agreement.

N. *Program Fraud and False or Fraudulent Statements or Related Acts*. Contractor acknowledges that 31 U.S.C. § 38 applies to this Agreement.

O. *Department of Homeland Security Seal, Logo, and Flags*. Contractor shall not use Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without FEMA pre-approval.

P. *Housing and Community Development Act*.

1. The work to be performed under this Agreement is subject to Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1701u (Section 3). The Parties agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. The Parties certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

2. Contractor agrees to send to each labor organization or representative or workers with which Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Contractor's commitments under the Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

3. Contractor shall include the Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. Contractor shall not subcontract with any subcontractor where Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

4. Contractor shall certify that any vacant employment positions, including training positions, that are filled (1) after Contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent Contractor's obligations under 24 C.F.R. Part 135.

5. Noncompliance with 24 C.F.R. Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD-assisted contracts.

6. With respect to work performed in connection with Section 3 covered Indian housing assistance, § 7(b) of the Indian Self-Determination and Education Assistance Act. (25 U.S.C § 450e) applies to the work to be performed under this Agreement and requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and

subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties that are subject to the provisions of Section 3 and § 7(b) agree to comply with Section 3 to the maximum extent feasible, but in derogation of compliance with § 7(b).

IN WITNESS WHEREOF, this Construction Contract has been executed by the Parties as of the Effective Date.

SUPERIOR METROPOLITAN DISTRICT NO. 1

_____
Mark Lacis, President

ATTEST:

_____
Lydia Yecke, Secretary

VELOCITY CONSTRUCTORS, INC.

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2024, by _____ as _____ of _____.

My commission expires: _____

(S E A L)

_____
Notary Public

Town of Superior, Superior Metropolitan District No. 1
Superior WWTP Dewatering Improvements
Bid Tabulation

Bid Due Date: 4/8/2024

				Aslan Construction		Glacier Construction		GSE Construction		RN Civil Construction		Velocity Construction		Average Bid
ITEM NO.	DESCRIPTION	QTY	UNITS	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	SUBTOTAL
1	Mobilization, Bonds, Insurance and Demobilization	1	LS	$ 323,000.00	$ 323,000.00	$ 70,900.00	$ 70,900.00	$ 69,400.00	$ 69,400.00	$ 70,000.00	$ 70,000.00	$ 58,050.00	$ 58,050.00	$ 118,270
2	Demolition of Existing Centrifuge and Equipment Pad	1	LS	$ 12,900.00	$ 12,900.00	$ 24,300.00	$ 24,300.00	$ 4,000.00	$ 4,000.00	$ 11,000.00	$ 11,000.00	$ 6,259.00	$ 6,259.00	$ 11,692
3	Demolition of Existing Sludge Feed Pumps	1	LS	$ 6,100.00	$ 6,100.00	$ 9,100.00	$ 9,100.00	$ 5,500.00	$ 5,500.00	$ 4,000.00	$ 4,000.00	$ 3,431.00	$ 3,431.00	$ 5,626
4	Demolition of Existing Sludge Transfer Pump	1	LS	$ 3,500.00	$ 3,500.00	$ 10,600.00	$ 10,600.00	$ 3,000.00	$ 3,000.00	$ 1,000.00	$ 1,000.00	$ 2,486.00	$ 2,486.00	$ 4,117
5	Demolition of Existing Piping and Appurtenances	1	LS	$ 5,700.00	$ 5,700.00	$ 15,700.00	$ 15,700.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,307.00	$ 3,307.00	$ 6,141
6	Demolition of Existing Electrical Systems	1	LS	$ 27,300.00	$ 27,300.00	$ 25,800.00	$ 25,800.00	$ 9,800.00	$ 9,800.00	$ 7,000.00	$ 7,000.00	$ 6,879.00	$ 6,879.00	$ 15,356
7	Furnish and Install Dewatering Screw Press	1	LS	$ 1,086,200.00	$ 1,086,200.00	$ 721,500.00	$ 721,500.00	$ 721,800.00	$ 721,800.00	$ 752,000.00	$ 752,000.00	$ 682,516.00	$ 682,516.00	$ 792,803
8	Refurbish and Reinstall Sludge Grinders	2	EA	$ 24,500.00	$ 49,000.00	$ 53,900.00	$ 107,800.00	$ 30,400.00	$ 60,800.00	$ 20,000.00	$ 40,000.00	$ 28,627.00	$ 57,254.00	$ 62,971
9	Furnish and Install 10HP Progressive Cavity Pump for Sludge Feed	2	EA	$ 67,100.00	$ 134,200.00	$ 51,200.00	$ 102,400.00	$ 58,400.00	$ 116,800.00	$ 60,000.00	$ 120,000.00	$ 48,858.00	$ 97,716.00	$ 114,223
10	Furnish and Install 30HP Progressive Cavity Pump for Sludge Transfer	1	EA	$ 161,500.00	$ 161,500.00	$ 89,300.00	$ 89,300.00	$ 63,400.00	$ 63,400.00	$ 100,000.00	$ 100,000.00	$ 88,864.00	$ 88,864.00	$ 100,613
11	Furnish and Install 4-inch Ductile Iron Process Piping and Appurtenances	1	LS	$ 163,800.00	$ 163,800.00	$ 90,700.00	$ 90,700.00	$ 50,900.00	$ 50,900.00	$ 60,000.00	$ 60,000.00	$ 39,129.00	$ 39,129.00	$ 80,906
12	Furnish and Install 6-inch Ductile Iron Process Piping and Appurtenances	1	LS	$ 90,100.00	$ 90,100.00	$ 59,300.00	$ 59,300.00	$ 37,700.00	$ 37,700.00	$ 50,000.00	$ 50,000.00	$ 37,638.00	$ 37,638.00	$ 54,948
13	Remove and Reinstall Ductile Iron Piping and Appurtenances	1	LS	$ 9,400.00	$ 9,400.00	$ 10,000.00	$ 10,000.00	$ 17,900.00	$ 17,900.00	$ 7,000.00	$ 7,000.00	$ 8,166.00	$ 8,166.00	$ 10,493
14	Furnish and Install Concrete Equipment Pads and Structural Steel Beams for Dewatering Press	1	LS	$ 38,500.00	$ 38,500.00	$ 20,400.00	$ 20,400.00	$ 13,400.00	$ 13,400.00	$ 13,000.00	$ 13,000.00	$ 14,506.00	$ 14,506.00	$ 19,961
15	Furnish and Install Concrete Equipment Pad for Sludge Transfer Pump	1	LS	$ 9,800.00	$ 9,800.00	$ 9,200.00	$ 9,200.00	$ 7,700.00	$ 7,700.00	$ 2,000.00	$ 2,000.00	$ 2,283.00	$ 2,283.00	$ 6,197
16	Remove and Replace Floor Hatch	1	LS	$ 7,200.00	$ 7,200.00	$ 7,000.00	$ 7,000.00	$ 20,000.00	$ 20,000.00	$ 22,000.00	$ 22,000.00	$ 22,850.00	$ 22,850.00	$ 15,810
17	Furnish and Install Odor Control System for Dewatering Press	1	LS	$ 74,900.00	$ 74,900.00	$ 55,000.00	$ 55,000.00	$ 36,000.00	$ 36,000.00	$ 54,000.00	$ 54,000.00	$ 40,601.00	$ 40,601.00	$ 52,100
18	Electrical and Control Systems	1	LS	$ 483,000.00	$ 483,000.00	$ 194,000.00	$ 194,000.00	$ 356,300.00	$ 356,300.00	$ 250,000.00	$ 250,000.00	$ 224,312.00	$ 224,312.00	$ 301,522
19	Start-up, Testing, Commissioning, and Training	1	LS	$ 33,800.00	$ 33,800.00	$ 18,000.00	$ 18,000.00	$ 15,800.00	$ 15,800.00	$ 6,000.00	$ 6,000.00	$ 64,193.00	$ 64,193.00	$ 27,559
				Subtotal	$ 2,719,900.00	Subtotal	$ 1,641,000.00	Subtotal	$ 1,613,200.00	Subtotal	$ 1,572,000.00	Subtotal	$ 1,460,440.00	$ 1,801,308.00

ITEM NO. 3f

INFORMATION FOR MEETING
OF THE SUPERIOR BOARD OF TRUSTEES

AGENDA ITEM NAME: **Resolution – Approving a Contract with Pavement Restoration, Inc. for the Reclamite Asphalt Rejuvenation Project**

MEETING DATE: **April 22, 2024**

PRESENTED BY: **Brannon Richards, Public Works & Utilities Director**

PRESENTED FOR: **Action**

BACKGROUND:
The 2024 CIP Budget includes funds for street sealing. This money was budgeted to seal and maintain streets within Superior, extending their useful life and delaying costly street reconstruction projects.

Street seals like slurry seals are ideal for roads with PCI ratings from 70 to 85. These roads are generally in good or very good condition and a seal on these roads can extend their useful life 5 to 7 years.

Staff reviewed previous PCI index reports and street rehabilitation GIS data to identify streets that were within this PCI range and had previously been resurfaced or reconstructed. Streets with PCI ratings in this range and that had not been paved or reconstructed in the last 5 years were identified as the top candidates. This included the following streets:

- Eldorado Circle from Indiana Street to Alma Lane
    - Including all connecting streets (i.e. Keota Lane, Grayden Court, LaSalle Street, Cedar Ridge Circle, etc.)
- Clayton Circle
- Rock Creek Circle

While evaluating the project scope and reviewing historic pricing for Slurry Seal projects, the cost estimate to complete all identified streets was $500,000, over the Town's budget

for this work. Therefore, staff looked at two options, reducing the scope and alternative technologies to slurry seal.

To complete the slurry seal within budget we would have to reduce the scope by 50%, reducing the number of roads that could be completed this year. Therefore, staff spoke to other municipalities and looked at alternative roadway treatment options.

Reclamite Asphalt Rejuvenator was identified as a viable alternative to slurry seals. Reclamite has been used for more than 50 years and is proven to add 5-7 years' service life to pavements. It penetrates, rejuvenates and seals the surface by replenishing the lost maltene fraction in the asphalt binder. Reclamite restores the reactive maltene components that asphalt pavements lose due to hot-plant operations and the subsequent field aging process. Reclamite fluxes with the asphalt binder, restoring the aggregate/asphalt bond. Reclamite prevents raveling and stripping and, by densifying the pavement's surface, it helps address compaction issues, reduces surface permeability, and prevents air and moisture intrusion, rejuvenating the asphalt surface and extending the useful life of the roadway surface.

In evaluating Reclamite, staff contacted other local municipalities that have successfully used the product. Staff contacted representative from City of Lakewood, City of Boulder, and Colorado Asphalt Pavement Association (CAPA). Feedback from City of Lakewood and Boulder staff were very positive, with those municipalities successfully utilizing Reclamite products for the last several years (i.e. City of Boulder started using the product in 2013). CAPA also spoke very highly of the product and recommended its use over slurry seal due to the cost savings, improved flexibility of the asphalt surface when compared to a rigid slurry seal, and similar useful life age extension.

Reclamite is sprayed onto the pavement surface like a typical seal. It is applied in one pass, has a 20-45 minute cure time and leaves no surface coating. Following application, a light coating of sand screening is applied to prevent the roadway surface from being too slick and do dry up any remaining compound. The screenings are swept up the day after application. Striping is not compromised and remains visible throughout the application process. As part of the project, town crews will seal any and all cracks within the roadway surface using the Town's crack sealing machine.

The roadway width and asphalt depths will not change as part of this project and the end result will be a renewed roadway surface from edge of pavement to edge of pavement. The project will be completed between August and September of this year, with construction estimated to last between 5 and 10 days once started. The contractor is planning to maintain a minimum of one-way traffic during construction but it is anticipated that two-way traffic will be restored after each day of treatment.

Project Bid Evaluation

Reclamite is a trademark product, that can only be applied by select vendors and Pavement Restoration, Inc. (PRI) is the vendor that serves Colorado. PRI has completed

all of the previous projects for both the City of Lakewood and Boulder. In 2023 the City of Lakewood rebid their Reclamite Pavement Rejuvenation contract and only received one bid which was from PRI.

Staff met with and negotiated pricing with PRI. In evaluating pricing staff reviewed the awarded price for the Lakewood contract in 2023. The 2023 price in Lakewood was $1.40/square yard (SY), to complete 590,000 SY. The 2024 contract price for Lakewood increased to $1.45/SY, but this is also for over 500,000 square yards. The original price quoted for the Town of Superior was $1.65/SY for 107,000 square yards to be treated. Staff met with and negotiated with the vendor to get the square yard cost down to $1.55/SY for 107,000 square yards of treatment. Staff believes this price is fair and reasonable when comparing the quantity of product to be applied in Lakewood compared to Superior. A summary of the pricing at Lakewood and Superior is included below.

Location/Year	**Unit Price**	**Quantity**	**Total Price**
2023 Lakewood	$1.40/SY	589,521	$822,913
2024 Lakewood	$1.45/SY	500,000+	$725,000
Original Superior Pricing	$1.65/SY	107,000	$174,700
Current Superior Pricing	**$1.55/SY**	**107,000**	**$169,350***

*Includes $3,500 mobilization fee

Therefore, the recommended award amount for this contract to Pavement Restoration, Inc. is $169,350.

BUDGET IMPLICATIONS:
This project will be charged to the Street Sealing cost center 42-430-6645. Sufficient funds are included in this cost center to complete this project under the approved budget amount of $250,000.

RECOMMENDED ACTION: Based upon the positive referrals from other local municipalities and the proposal provided, staff recommends approval of the contract with Pavement Restoration, Inc. for the Reclamite Asphalt Rejuvenation Project in the amount of $169,350.

MOTION:
Move to adopt a Resolution approving a Contract with Pavement Restoration, Inc. for the Reclamite Asphalt Rejuvenation Project in the amount of $169,350.

ATTACHMENTS:
- Resolution
- Contract (includes Project Plans)
- Material Brochure

TOWN OF SUPERIOR
RESOLUTION NO. R-21
SERIES 2024

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR APPROVING THE CONTRACT WITH PAVEMENT RESTORATION, INC., FOR THE RECLAIMITE REJUVENATION PROJECT

WHEREAS, the Town desires to seal and maintain streets within Superior, extending their useful life and delaying costly street reconstruction projects; and

WHEREAS, the Board of Trustees finds it is in the best interest of the public health, safety and welfare to contract with Pavement Restoration, Inc., to seal and maintain Town streets.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR, as follows:

Section 1. The Contract between the Town and Pavement Restoration, Inc., is hereby approved in substantially the same form as attached hereto, subject to final approval by the Town Attorney.

ADOPTED this 22nd day of April, 2024.

_____
Mark Lacis, Mayor

ATTEST:

_____
Lydia Yecke, Town Clerk

CONSTRUCTION CONTRACT (SHORT FORM)

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered into this _____ day of _____, 2024 (the "Effective Date"), by and between the Town of Superior, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, CO 80027, (the "Town"), and Pavement Restoration, Inc., an independent contractor with a principal place of business at 5423 N. 59th Street, Tampa FL 33610 ("Contractor") (each a "Party" and collectively the "Parties").

For the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF WORK

Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Work set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. No change to the Scope of Work, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the Town.

II. TERM AND TERMINATION

A. Contractor shall complete the Scope of Work on or before September 30, 2024.

B. This Contract shall terminate when all the work described in the Scope of Work is completed to the Town's satisfaction (final acceptance), or upon the Town's providing Contractor with 30 days advance written notice, whichever occurs first; provided that the indemnification and warranty provisions of this Contract shall survive termination.

III. COMPENSATION

Upon final acceptance by the Town of the work set forth in the Scope of Work, the Town shall pay Contractor an amount not to exceed $169,350 (the "Contract Price") as set forth in Exhibit B, subject to the requirements of C.R.S. § 38-26-107. If Contractor completes the Scope of Work for a lesser amount than the Contract Price, Contractor shall be paid the lesser amount.

IV. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Contract, all personnel assigned by Contractor to perform work under the terms of this Contract shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

V. RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing. The services performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by others in the same or similar type of work, and in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq*. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq*.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq*. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq*.; the Clean Water Act, 33 U.S.C. § 1251, *et seq*.; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

VI. OWNERSHIP

Any materials, items, and work specified in the Scope of Work, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Work constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor; provided that Contractor shall have no liability for any work that has been modified by the Town.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers,

employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims, damages, losses, expenses or demands at the sole expense of Contractor, or at the option of the Town, Contractor agrees to pay the Town or reimburse the Town for defense costs incurred by the Town in connection with any such liability, claims, damages, losses, expenses or demands. Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent. This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent. Contractor's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Contract, the extent of Contractor's obligation to defend, indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. KEEP JOBS IN COLORADO ACT

Pursuant to the Keep Jobs in Colorado Act, C.R.S. § 8-17-101, *et seq.* (the "Act"), and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment

implementing the Act (the "Rules"), Contractor shall employ Colorado labor to perform at least 80% of the work under this Contract and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section, "Colorado labor" means a person who is a resident of the state of Colorado at the time of this Contract, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a *bona fide* qualification. A resident of the state of Colorado is a person with a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last 30 days. Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed $500,000 in the aggregate for any fiscal year.

X. WARRANTY

Contractor shall warrant and guarantee all materials furnished and work performed by Contractor under this Contract for a period of 2 years from the date of final acceptance by the Town. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Town, any portion of the work or materials that fails or is defective, unsound, unsatisfactory because of materials or workmanship, or that is not in conformity with the provisions of the Contract. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

XI. BONDS

Within 10 days of the date of this Contract, Contractor shall furnish a Payment and Performance Bond in the full amount of the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under this Contract, including the warranty. The bond shall remain in effect at least until 2 years after the date of final acceptance.

XII. LIQUIDATED DAMAGES

A. Because time is of the essence and delayed performance constitutes a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty. For each day that all of the work described in the Scope of Work is delayed beyond the deadline set forth in Section II hereof, Contractor shall be assessed the amount of $250 per day.

B. Allowing Contractor to continue and finish the Scope of Work or any part thereof after the deadline set forth in Section II hereof shall not operate as a waiver on the part of the Town of any of its rights under this Contract. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the Scope of Work. Liquidated damages may be deducted from any payment due Contractor or any retainage held. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town within 30 days of notice thereof.

XIII. MISCELLANEOUS

A. *Governing Law and Venue*. This Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

B. *Integration*. This Contract and any attached exhibits constitute the entire agreement between Contractor and the Town, superseding all prior oral or written communications.

C. *Third Parties*. There are no intended third-party beneficiaries to this Contract.

D. *Notice*. Any notice under this Contract shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address included on the first page of this Contract.

E. *Severability*. If any provision of this Contract is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

F. *Modification*. This Contract may only be modified upon written agreement of the Parties.

G. *Assignment*. Neither this Contract nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

H. *Governmental Immunity*. The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

I. *Rights and Remedies*. Delays in enforcement or the waiver of any one or more defaults or breaches of this Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Contract. The rights and remedies of the Town under this Contract are in addition to any other rights and remedies provided by law. The expiration of this Contract shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

J. *Subject to Annual Appropriation*. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the Effective Date.

TOWN OF SUPERIOR, COLORADO

_____
Mark Lacis, Mayor

ATTEST:

_____
Lydia Yecke, Town Clerk

CONTRACTOR

By: _____

STATE OF Florida)
) ss.
COUNTY OF Hillsborough)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 5 day of April, 2024, by Hubbert Beasley as VP of Pavement Restoration, Inc.

My commission expires: March 16, 2027

(S E A L)

_____
Notary Public

JEANNETTE LEON
MY COMMISSION # HH 374898
EXPIRES: March 16, 2027

EXHIBIT A
SCOPE OF WORK

Contractor will provide the following services, for the application of the asphalt rejuvenator RECLAMITE, on the streets selected by Town Staff and as shown in Exhibit C.

A) Contractor will facilitate a pre-project meeting with all personnel that would be associated with the project. Contractor's onsite project manager will discuss in detail how the project will be completed.

B) Contractor will manage all resident notification. This will entail the posting of our resident notification DOOR HANGERS 24-48 hours before actual work begins. The Notification details the process that our crews will be completing in the subdivision and includes our onsite operations manager's cell phone number for any questions or issues that might arise from residents.

C) Contractor will provide all needed traffic control for RESIDENTIAL streets. This will include flagman at intersections where work is being completed, all traffic cones, and all traffic signage, needed to complete a timely and safe operation. Traffic control for collectors, arterial streets will be by a certified licensed contractor and will be billed additional to the contract.

D) Contractor will provide RECLAMITE ASPHALT REJUVENATOR. Reclamite will be applied at a field determined application rate. The rate of application will be determined by Contractor's operations manager, after a test section of RECLAMITE is applied to the street, and an absorption test is completed. The typical application rate is normally 0.07 to 0.10 per square yard.

E) Contractor will provide all needed equipment, Distributor, Sand Truck Spreader, Sweeper to complete project.

F) Contractor will provide and apply wash concrete sand to roadway after the RECLAMITE has been absorbed into the existing asphalt binder. Sand will then be applied by our sand truck spreader.

G) Contractor will sweep sand off roadway within 24 hours of application and dispose of sand appropriately.

H) Contractor will have before and after street core samples taken 8-10 weeks after application and will submit the samples to an independent lab for analysis. Contractor will patch all core holes. Contractor will deliver the results of the lab test to Staff.

EXHIBIT B
COMPENSATION SCHEDULE

Contractor shall be paid on a unit cost basis for the time spent by Contractor's employees performing the work described in **Exhibit A**, Scope of Services. Such invoices shall be submitted to the Town on a monthly basis and the total amount billed shall be based on the unit pricing below.

1) Application of Reclamite on Residential Streets $1.55 per Square Yard.

2) Quantities to be field determined by Contractors operation manger and Town Staff Inspector.

3) Estimated Quantities 107,000 Sq. Yd.

4) Total Cost: 107,000 Yds @ $ 1.55 per Sq Yd = $ 165,850.00

5) Mobilization $3,500.00

Total Project Cost: $169,350

Note, traffic control for collectors and arterial streets will be by a certified licensed contractor and will be billed additional to the contract, and cost plus a 15% mark-up.

EXHIBIT C
RECLAMITE STREETS

92,822 SY TOTAL



NOTES:
1. SEE SUPPLEMENTARY CONDITIONS FOR MORE INFORMATION ABOUT PHASING.

LEGEND

(1) PHASE

N

200 100 0 200 400 600
SCALE IN FEET

ISSUED FOR BID

No.	Date	By	Chk	Description
				REVISIONS

Job #	24107
Date	1/15/24
Drawn By	WSS
Designed By	WSS
Checked By	CMSH
File	02-JT-phase.dwg
Scale	As Shown

Sheet: 2 of 16

J.&T Consulting, Inc.
355 Denver Avenue - Suite D
Fort Lupton, CO 80621
303.857.6222
www.jtconsulting.com

Street Improvements 2024

Phasing Plan

Town Of Superior

D:\Wendy work\Town of Superior\Slurry seal\Drawings\02-JT-phase.dwg, Phasing Plan, 2/22/2024 8:08:04 AM

ISSUED FOR BID
PHASE 1 = 21,006 SY
INDIANA ST
NO CONSTRUCTION ACCESS
NORTHERN WY
MONROE WY
MONARCH WY
LaSALLE ST
ELDORADO DR
COAL RIDGE DR
CONSTRUCTION ACCESS
SCALE IN FEET
NOTES:
1. SEE SUPPLEMENTARY CONDITIONS FOR MORE INFORMATION ABOUT PHASING.
REVISIONS
Description
Town Of Superior
Street Improvements 2024
Phase 1
JaT Consulting, Inc.
305 Denver Avenue - Suite D
Fort Lupton, CO 80621
Ph: 303-857-6222
www.jtconsulting.com
Sheet: 5 of 16

NOTES:
1. SEE SUPPLEMENTARY CONDITIONS FOR MORE INFORMATION ABOUT PHASING.

ISSUED FOR BID

REVISIONS			
No.	Date	By	Description

Town Of Superior	Street Improvements 2024
Phase 2	

JAT Consulting, Inc.
303 Denver Avenue - Suite D
Fort Lupton, CO 80621
Ph: 303.857.6222
www.jatconsulting.com

Sheet 6 of 16

P:\24101 Superior 2024 Surv Seal\Drawings\Plan Sheets\JT-phase 4.dwg, Phase new 2, 2/22/2024 7:00:57 AM

NOTES:
1. SEE SUPPLEMENTARY CONDITIONS FOR MORE INFORMATION ABOUT PHASING.

ISSUED FOR BID

REVISIONS				
NO.	DATE	BY	CHK	DESCRIPTION

Job #	21023
Date	2/26/24
Drawn By	WWS
Designed By	WWS
Checked By	CWR
File	Z:\Projects\...\Phase 3.dwg
Scale	1" = 100'
Sheet	7 of 16

Town Of Superior

Street Improvements 2024

Phase 3

JaT Consulting, Inc.
305 Denver Avenue - Suite D
Fort Lupton, CO 80621
ph: 303-857-4222
www.jtconsulting.com

NOTES:
1. SEE SUPPLEMENTARY CONDITIONS FOR MORE INFORMATION ABOUT PHASING.

ISSUED FOR BID

REVISIONS			
No.	Date	By	Description

Town Of Superior

Street Improvements 2024

Phase 4

JaT Consulting, Inc.
305 Denver Avenue - Suite D
Fort Lupton, CO 80621
Ph: 303-857-6222
www.jatconsulting.com

Sheet 8 of 16

D:\Wendy work\Town of Superior\Survey team\Drawings\JT-Phase NEW 4.dwg, Phase 4, 2/22/2024 8:00:28 AM

ISSUED FOR BID

REVISIONS				
No.	Date	By	Chk	Description

Job No.	21510
Date	7/15/24
Design By	WSR
Drawn By	WSR
Checked By	CWH
Approved By	JT Project Eng
Scale	As Noted
Sheet	9 of 16

Town Of Superior

Street Improvements 2024

Phase 5

JT Consulting, Inc.
305 Denver Avenue - Suite D
Fort Lupton, CO 80621
Ph: 303-857-2222
www.jtconsulting.com

D:\Wendy work\Town of Superior\Surveying\Drawings\JT-Phase 1.dwg, Phase 5, 2/22/2024 7:05:36 AM

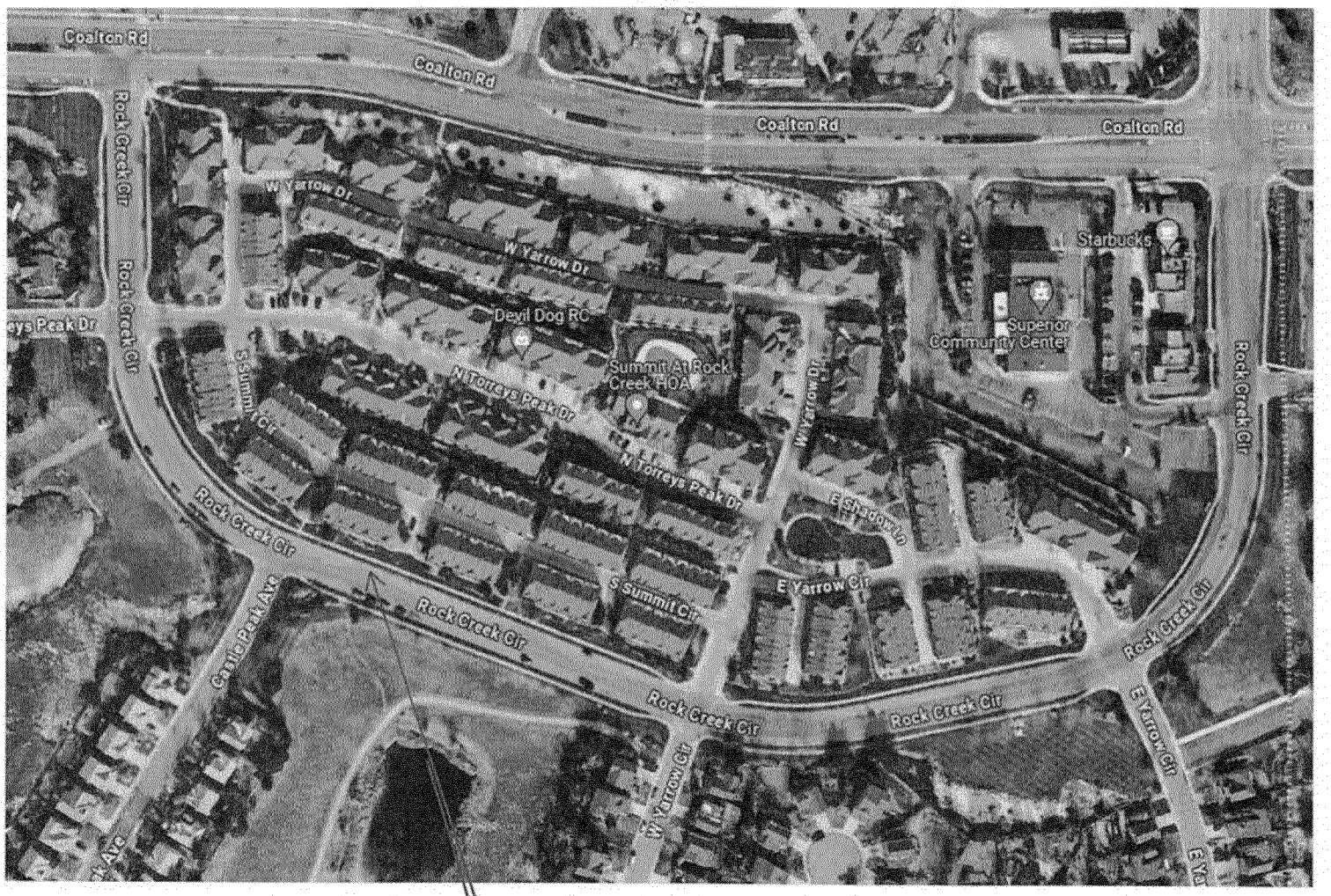
NOTES:
1. SEE SUPPLEMENTARY CONDITIONS FOR MORE INFORMATION ABOUT PHASING.





ISSUED FOR BID

Sheet 10 of 16	REVISIONS					Town Of Superior	Street Improvements 2024	J&T Consulting, Inc.
	No.	Date	By	Chk	Description			



Rock Creek Circle
from Coalton Road to Coalton Road
13,750 SY

Reclamite®

Asphalt Rejuvenator



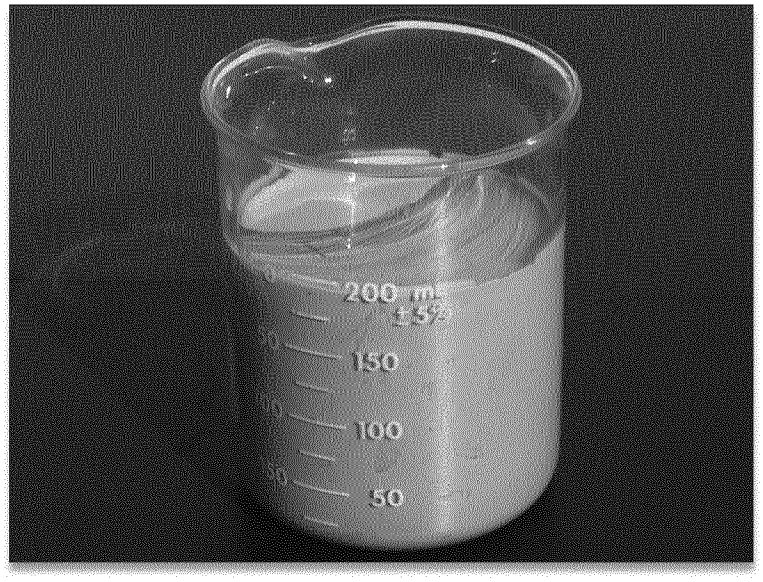
Right Product
Right Road
Right Time

Jonathon Kreibich
Tel: 602.526.2110 Fax 830.336.3484
Jon.K@PaveRestore.com

www.paverestore.com

Reclamite® Preservative Seal

The Golden Bear Oil Company pioneered asphalt pavement rejuvenation technology in the 1950's. Today, Golden Bear Oil Products are made by TRICOR Refining, and they continue the tradition of being a leader in the manufacturing of pavement rejuvenation products.

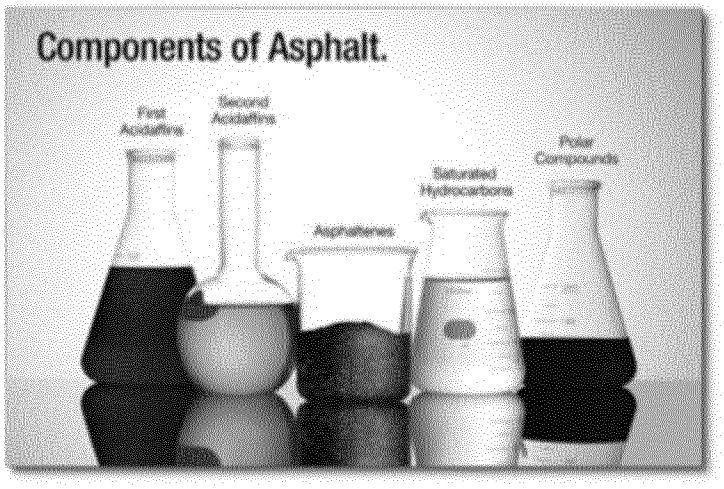


Reclamite® Preservative Seal

What is Reclamite®?

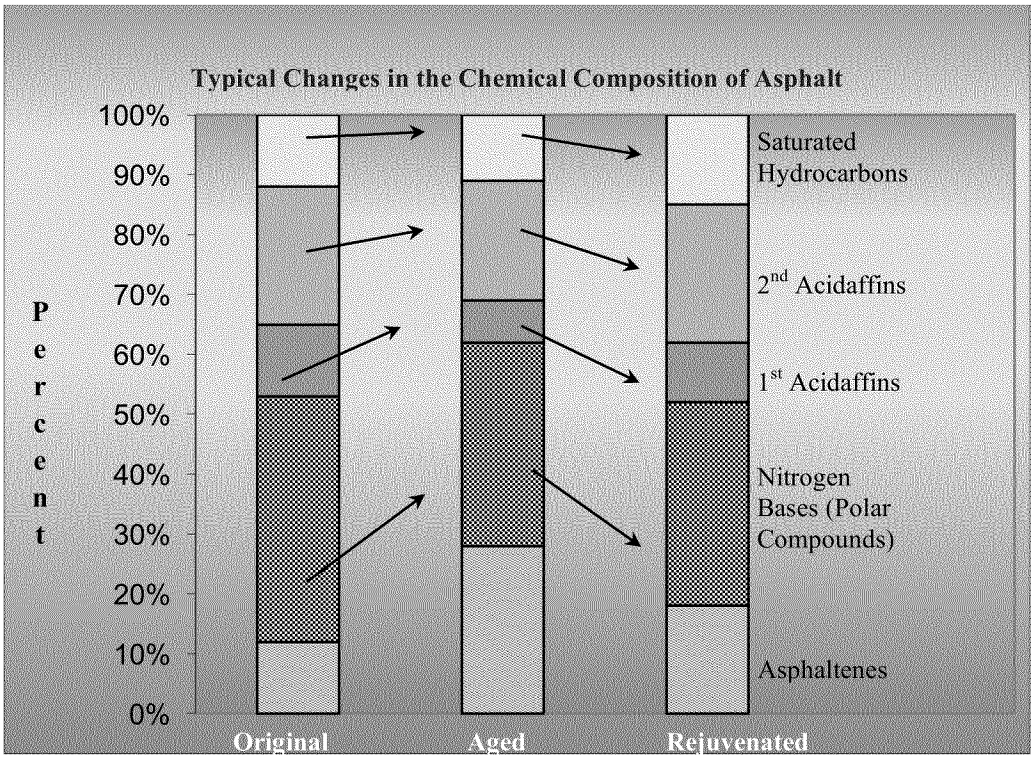
Reclamite® is a rejuvenator, which has been successfully used for more than 40 years. It is formulated to prolong the life of asphalt pavement by restoring and preserving plasticity and durability in the asphalt binder.

Asphalts cannot be represented by a single chemical formula; however, they can be fractionated into five basic components: asphaltenes (A), polar compounds (PC), 1st and 2nd acidaffins (A^1 & A^2) and saturated hydrocarbons (S). The latter four components (PC, A^1, A^2, and S) are referred to as the maltene fractions. Asphaltenes provide hardness and strength and are unaffected by oxidation. The maltene fractions provide flexibility and durability to the asphalt and are affected by oxidation



How does Reclamite® work?

The cementing agent in an asphalt pavement, the asphalt binder (normally 4-7% by weight), represents the component that experiences premature hardening as a result of oxidation. Asphalt pavements, which are structurally sound, deteriorate as a result of oxidation and occasionally as a result of incorrect design or improper construction practices. Oxidation is prevalent in all pavements, and this phenomenon results in an increase in the asphaltene fraction of the asphalt over time, and a decrease in the more reactive components, the maltene fractions. It has also been found that the maltenes parameter $(PC+A^1)/(S+A^2)$, the ratio of chemically more reactive to less reactive components present in the asphalt binder, is a measure of predictable durability.



During the weathering process, the ratio between the maltenes and asphaltenes is reduced. This results in a dry, brittle pavement. **Reclamite®** is designed to penetrate the top ½" of the asphalt pavement. This allows the Reclamite to co-mingle and flux with the asphalt binder, restoring the original maltene to asphaltene ratio.

Reclamite® is outstanding for its ability to delay the aging process from the outset, and reverse any premature aging that might be caused by construction variables such as: excess heat at the hot plant, excess voids caused by low temperature compaction, critical mix design and other inconsistencies.



Reclamite® offers three beneficial reactions:

1) Increases the penetration value in the top portion of the pavement, extending the period of time in which aging takes place.

2) Provides an in depth seals that prevents the intrusion of air and water, slowing oxidation, and preventing stripping and raveling.

3) Increases the durability of the asphalt in the top portion of the pavement by improving the chemical composition of the asphalt

Reclamite® increases the penetration value in the top portion of the pavement. The table below shows results of asphalt viscosity/penetration tests on cores recovered 10 weeks after application. Army Corp of Engineers' - viscosity must be reduced by a minimum of 45% and penetration must increase by a minimum of 25% to be considered a successful rejuvenation.

Sample Identification	Microviscosity, 25°C, MP		Equivalent Penetration
	0.05 sec^{-1}	0.001 sec^{-1}	
3700 North Bagdad Airport Road			
Before Treatment	92.46	136.9	11
After Treatment	23.02 302%	30.63	20 82%
	↑		↑
	Reduce		Increase

Reclamite® Preservative Seal
In Preventative and Corrective Maintenance

All rejuvenators are applied in the same way – by spraying onto the pavement surface with an asphalt distributor. However, from this point, the procedures vary because of the different products and different end results desired.

In preventative maintenance, **Reclamite®** should be applied at the first signs of aging of the surface course, pitting, raveling, shrinkage and cracking.

Applying **Reclamite®** at periodic intervals offers the following advantages:

1) Restores the proper balance among the five asphalt components;
2) Restores flexibility and ductility to the top portion of the pavement;
3) It seals the surface against intrusion of air and water;
4) It stops raveling and stripping of the aggregate; and
5) Road markings and striping will remain visible to the degree that immediate striping won't be necessary.

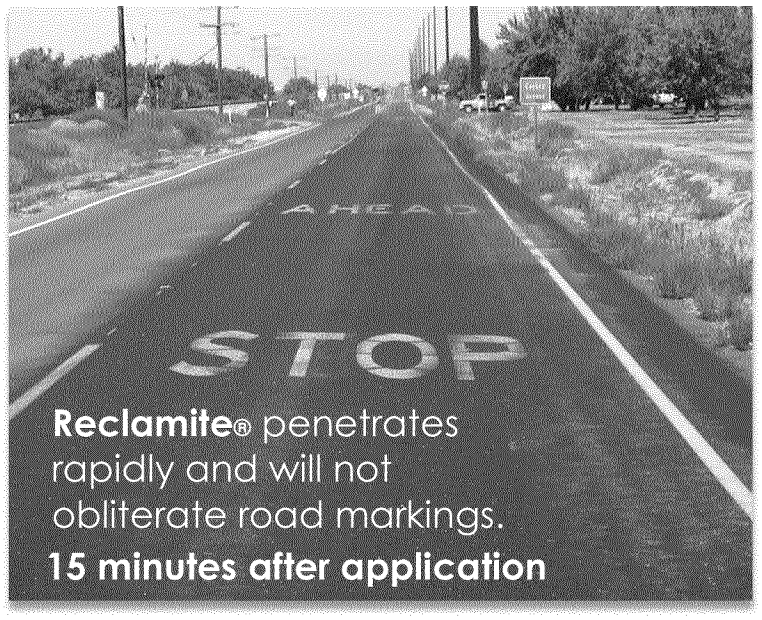


Application Glendale, AZ

Reclamite® Preservative Seal
In Preventative and Corrective Maintenance



5 minutes after application



Reclamite® penetrates rapidly and will not obliterate road markings.
15 minutes after application


Sand is applied at a rate of 1-2 lbs./yd^2

Reclamite® Preservative Seal

U.S. Naval Warfare Center in China Lake, CA, has successfully used **Reclamite®** on their asphalt pavements for more than 30 years. Both the U.S. Navy and U.S. Air Force have done extensive studies on the effectiveness of **Reclamite®.**



VALUE ENGINEERING

SUBJECT: Report on Reclamite Usage, Naval Weapons Center China Lake, Calif.

LOWEST COST VERSUS FUNCTION

DEPARTMENT OF THE NAVY
WESTERN DIVISION
NAVAL FACILITIES ENGINEERING COMMAND
SAN BRUNO, CALIFORNIA 94066

SUBJECT: Report on Reclamite Usage, Naval Weapons Center China Lake, Calif.

CONCLUSION

The results obtained from the data gathered both in the field and from the laboratory reports show conclusively that Reclamite does prolong the life of asphalt concrete pavements. The highest penetration values were obtained from the cores taken on Area-L Road, which received the larger of the application rates used (0.15 G/sy). It therefore would be wise to use the largest application rate permissible within the limits of the Ring Test (as specified by the manufacturer). It is also observed that for the top ¼" of pavement Reclamite achieves its maximum effect within the first month. For the ½"-1" portion the largest increase is noticed within the first month and then increases slightly in two of the three roads for the remainder of the test period.

CONCLUSION

The results obtained from the data gathered both in the field and from the laboratory reports show conclusively that Reclamite does prolong the life of asphalt concrete pavements. The highest penetration values were obtained from the cores taken on Area-L Road, which received the larger of the application rates used (0.15 G/sy). It therefore would be wise to use the largest application rate permissible within the limits of the Ring Test (as specified by the manufacturer). It is also observed that for the top ¼" of pavement Reclamite achieves its maximum effect within the first month. For the ½"-1" portion the largest increase is noticed within the first month and then increases slightly in two of the three roads for the remainder of the test period.

The difference in surface texture that is noticed by visual inspection at the site is quite impressive. The so-called "Pock" marks are caused by lost aggregate and signal the beginning of a "pitted" pavement, which in turn is caused by aging of the asphalt. If this pavement is not brought back to life or rejuvenated, cracking will begin which leads to base and pavement failure and ultimately replacement of the pavement from the base up.

Cracks existing in pavements before treatment tend to close up after being treated with Reclamite. This observed crack healing is a result of the kneading effect of traffic on a pavement which has had its penetration value increased.

As was previously mentioned at the start of this report, two other roads with test sections were intended to be part of this report, but sufficient doubt existed regarding their reliability as test sections as to render them useless. Unfortunately, one of these roads was set up to compare the effects of Reclamite against those of a fog seal (SS-1h). It is anticipated that in the near future a similar opportunity will present itself to establish the relative merits of Reclamite as compared to other types of surface treatments. It should be kept in mind, however, that the primary advantage of Reclamite rests in its ability to restore or rejuvenate pavement, with sealing of the pavement surface as a welcome side effect. A fog seal, on the other hand, acts primarily as a seal coat, and its rejuvenating ability is limited to the pavement surface.

This report so far has dealt with a pavement age of two years plus. Since then, however, the opportunity presented itself to conduct an additional test using Reclamite as a construction seal. A test section on a freshly laid 1½" overlay was set up for this purpose. Within one week after the overlay was completed, a construction seal consisting of 0.08 GPSY of 2:1 Reclamite dilution was applied to the surface in November 1971. The pictures on pages 34 and 35 taken in October and November 1972, approximately one year later visually shows the results of this construction seal.

The first two pictures show the control section clearly. The control section, of course, was the untreated portion of the road. Pictures 3 and 4 are pictures of the same crack across the section but taken from opposite sides of the road. Picture No. 5 is a close-up of the start of the section, notice that the actual point the spray bars were shut off missed the guide line painted on the pavement. Picture No. 6 is

ITEM NO. 3g

INFORMATION FOR MEETING
OF THE SUPERIOR LIQUOR LICENSING AUTHORITY

AGENDA ITEM NAME: **Consideration of Approval of Permit Application for Possession and Consumption of Alcoholic Beverages on Public Property, Purple Park – 1310 S. Pitkin Avenue**

MEETING DATE: **April 22, 2024**

PRESENTED BY: **Lydia Yecke, Town Clerk**

PRESENTED FOR: **Action**

BACKGROUND:
The Town has received a permit application to allow alcoholic beverages in public places. The applicant requesting alcohol is Justen Staufer for a PTA Event on April 26, 2024 from 3:00 p.m. to 7:00 p.m. at Purple Park, 1310 S. Pitkin Avenue

In May, 2007 the Board approved an ordinance allowing for the consumption of alcoholic beverages in certain public places with a permit. Section 10-8-40 of the Municipal Code reads as follows:

Sec. 10-8-40. Permit for possession and consumption of alcoholic beverages in public places.

(a) Upon approval by the Liquor Licensing Authority, the Town Clerk may issue a permit for the possession of open containers of and the consumption of fermented malt beverages, malt, vinous or spirituous liquors in the following public places within the Town:

- Asti Park
- Community Park
- Purple Park
- Founders Park
- Grasso Park
- Superior Commons (Downtown Superior Parks and Plaza)
- Wildflower Park

(b) Prior to issuance of a permit, the applicant shall demonstrate to the satisfaction of the Liquor Licensing Authority that:

(1) The application is filed at least thirty (30) days prior to the date of the event;
(2) The applicant is twenty-one (21) years of age or older;
(3) The alcoholic beverages will remain in the general area of the event;
(4) The alcoholic beverages will not be provided to or served to members of the general public or any persons who are not invitees of the event;
(5) The time, location and duration of the event will not interfere with public services;
(6) The number and concentration of participants at the event are not likely to result in crowds exceeding limitations in the Town's fire code, or other significant inconvenience to the residents of the surrounding neighborhoods;
(7) Underage persons and persons under the influence of alcohol will not obtain alcoholic beverages served at the event, and the precautions proposed are likely to secure and supervise the area and the participants during the event;
(8) The applicant agrees to be personally responsible for cleaning, trash disposal and any necessary repairs;
(9) The applicant agrees to indemnify and hold harmless the Town, its employees and agents for all liability claims arising out of the event;
(10) The applicant has an insurance policy currently in effect with coverage of not less than the maximum limits established by the Colorado Governmental Immunity Act, Title 24, Article 10, C.R.S., as amended, and the Town is named as an additional insured;
(11) The event is a wedding, corporate or club picnic, or similar special occasion of a social, fraternal, patriotic, political or athletic nature; and
(12) No alcoholic beverages will be sold.

(c) No permit shall be issued to any person who is not of good moral character as that term is used in C.R.S. § 12-47-307.

(d) No applicant shall be eligible to receive more than four (4) permits under this Section in any twelve (12) month period.

(e) The Liquor Licensing Authority may place reasonable conditions on any permit issued under this Section, including, but not limited to, location restrictions, time restrictions and requirements for the provision of private security at the applicant's expense.

(f) The Liquor Licensing Authority may deny the application on the following grounds:

(1) That approval would be detrimental to the public safety, health, morals, order or welfare by reason of the nature of the event, the likelihood that the event would create

a public nuisance or result in the consumption of alcoholic beverages by minors, or the failure of the applicant to conduct a past event in compliance with applicable laws and regulations;

(2) That another event has previously been scheduled for that location on the same day;

(3) That the event would unreasonably interfere with normal activities and customary and general use and enjoyment of the location; or

(4) That the applicant has failed to satisfy any of the requirements of subsection (a) hereof.

The applicant has provided assurances that all of these provisions are met. The Parks & Recreation Department has confirmed the applicant has reserved Purple Park on April 26, 2024.

RECOMMENDED ACTION:

Approve the permit application for the Possession and Consumption of Alcoholic Beverages on Public Property at Purple Park on April 26, 2024.

ATTACHMENTS

- Permit application (Confidential)

PERMIT APPLICATION

For Alcohol in Public Places

NAME OF APPLICANT, PHONE NUMBER and EMAIL ADDRESS				DATE SUBMITTED
Justen Stauffer 303(819)6247 justen@stauferteam.com				4/5/24
ADDRESS 1340 S Pitkin Ave	DRIVER'S LICENSE NO 94221-1823	ISSUE STATE CO	EXP. DATE 9/29/26	DATE OF BIRTH 8/29/76

TOWN	STATE	ZIP	PUBLIC LOCATION BEING USED (Check One):
Superior	CO	80027	[ ] Community Park [X] Purple Park [ ] Founders Park [ ] Asti Park [ ] Wildflower Park [ ] Grasso Park [ ] Downtown Superior Parks and Plaza

TYPE OF ACTIVITY/EVENT	ORGANIZATION NAME
PTA event	SES PTA

DATE OF EVENT	NUMBER OF PEOPLE ATTENDING	RANGE OF GUEST AGES
4/26/24	300-ish	0-55

TIME ALCOHOL WILL BE SERVED AND CONSUMED	CHECK ALL TYPES OF ALCOHOL TO BE SERVED	TYPE OF ENTERTAINMENT PROVIDED
3-7p	[X] BEER [ ] WINE [ ] HARD ALC.	None

PREVIOUS ALCOHOL POSSESSION AND CONSUMPTION IN PUBLIC LOCATION PERMITS AND DATES

PLEASE NOTE: APPLICANT MUST BE PRESENT AT BOARD MEETING
CHECK WITH TOWN CLERK FOR DETAILS

Please complete the following questions as thoroughly as possible. Attach additional sheets as needed.

1. Please attach a diagram showing the area where alcoholic beverages will be served and consumed. **The drawing does not have to be to scale, but should show control such as boundaries, ropes, walls, etc. This drawing should be as detailed as possible. See attached sample.** Alcohol must remain in the general area of the event as defined in the permit. How do you plan to accomplish this?

2. How do you plan to secure the area and inform guests that alcoholic beverages must be kept in the designated area?

3. How will you supervise the participants during the event?

4. If minors will be attending, how will you make sure they do not possess or consume any alcoholic beverages?

5. How will you control service of alcoholic beverages to members of the public or other persons who are not invitees?

6. How will you ensure that visibly intoxicated persons are not served alcohol?

7. List names and ages of all individuals who will help supervise the event (attach a separate sheet if necessary):
   Name: Justen Stauffer Age: 47 Name: Kat Cooper Age: 43

INSURANCE REQUIREMENTS

The applicant must have an insurance policy currently in effect with liquor liability coverage of not less than the maximum limit established by the Colorado Governmental Immunity Act, Title 24, Article 10, C.R.S., as amended, and the Town must be named as an additional named insured.
SEE ATTACHED SAMPLE OF CERTIFICATE OF INSURANCE

Please read the following carefully, and sign and date the application:

I hereby affirm that I am 21 years of age or older and the information I have provided herein is true and complete to the best of my knowledge. I am applying for a permit to possess and consume alcohol on public property as indicated on this application. I will be present for the duration of the function and understand and agree to the following:

1. I will be responsible for controlling the consumption of alcohol in compliance with Town and State regulations.
2. I will check IDs of anyone whose age is not known and will not allow minors to possess or consume alcoholic beverages.
3. I agree to be personally responsible for cleaning, trash disposal, or repairs necessary as a result of the event for which the permit was granted.
4. I hereby agree to indemnify and hold harmless the Town, its employees and agents for all liability claims arising out of the event.
5. I understand that no permit will be issued to any person who is not of good moral character as that term is used in C.R.S. § 12-47-307, and my moral character may be investigated by the Town of Superior for the purpose of processing this permit application.

Signature: _____ (applicant) Date: 4.5.24

STATE OF COLORADO)
) ss.
COUNTY OF Boulder)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 5 day of April, 2024, by Justen William Stauter as PTA President.
(applicant's name) (named insured)

My commission expires: June 16 2026

AYESHA ABDULLAH
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20224023645
MY COMMISSION EXPIRES JUN 16, 2026

(SEAL)

Ayesha Abdullah
Notary Public

Approved by the Board of Trustees on _____

Mark Lacis, Mayor

ATTEST:

Lydia Yecke, Town Clerk

AIM ASSOCIATION INSURANCE MANAGEMENT INC

MEMBER CERTIFICATE OF INSURANCE

4/12/24

Thank you for purchasing your insurance from AIM. This is your Member Certificate and should be kept with your permanent records.

Insured #: CO1528417

NAMED INSURED MEMBER:

Superior Elementary PTA
Attn: John Wilson or Current Officer
1800 S. Indiana Street
SUPERIOR, CO 80027

Named Insured & Mailing Address	PRODUCER NAME
Education Support Purchasing Group c/o AIM P.O. Box 674051 Dallas TX. 75267-4051	AIM Association Insurance Management, Inc PO Box 674051 Dallas TX. 75267-4051

Company / Coverage	Policy #	Effective Dates	Deductible	Limits of Insurance	
Concert Specialty Insurance Company / Commercial General Liability	GL2023AIM17133	11/1/23 - 11/1/24	$ 0	Each Occurrence	$1,000,000
				General Aggregate	$2,000,000
				Products - COMP/OPS	$2,000,000
				Personal & Advertising Injury	$1,000,000
				Damage To Rented Premises	$50,000
Concert Specialty Insurance Company / Extended Medical Payments	GL2023AIM17133	11/1/23 - 11/1/24	$ 0	Medical payments-any one person	$5,000
Concert Specialty Insurance Company / Professional Liability (Directors & Officers Liability)	DO2023AIM14500	11/1/23 - 11/1/24	$ 0	Aggregate	$1,000,000
	Retro-active Effective Date	11/1/18			
Concert Specialty Insurance Company / Fidelity Bond (Crime)	CR2023AIM12831	11/1/23 - 11/1/24	$ 250	Each Occurrence	$50,000

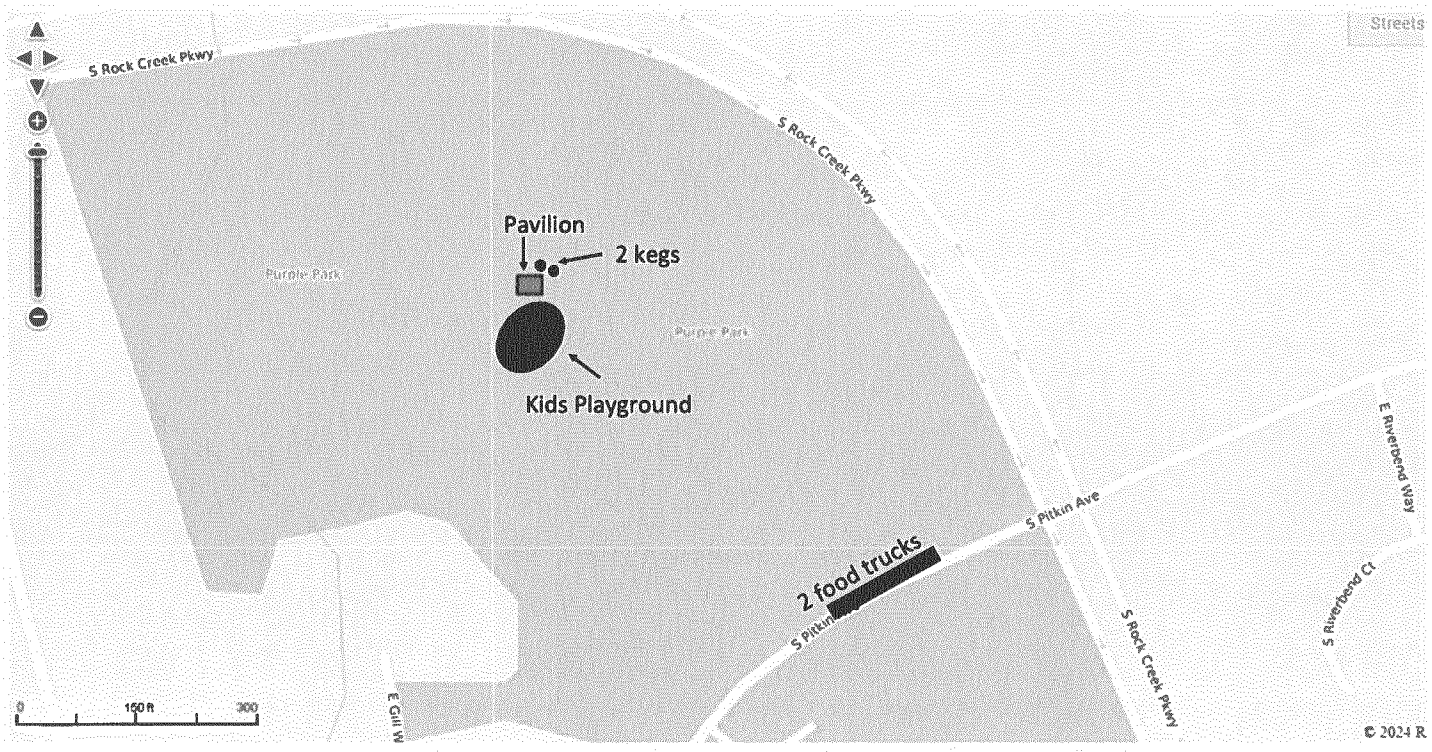
Town of Superior is added as an Additional Insured to the General liability policy only. Host Liquor Liability is included in the General Liability policy.

Certificate Holder:

Town of Superior
1340 S Pitkin Ave.
Superior, CO 80027-8001

This member certificate, together with the common policy conditions, coverage part(s), coverage form(s), and endorsements, if any, complete the above numbered policy. Copies of the Master Policies are available upon request or may be printed at www.aim-companies.com

AUTHORIZED REPRESENTATIVE


Streets
S Rock Creek Pkwy
S Rock Creek Pkwy
Pavilion
2 kegs
Purple Park
Purple Park
Kids Playground
2 food trucks
S Pitkin Ave
S Pitkin Ave
S Rock Creek Pkwy
E Riverbend Way
S Riverbend Ct
E Gill Pl
0
150 ft
300
© 2024 R

Town of Superior Parks, Recreation & Open Space
1500 Coalton Road
Superior, CO 80027
303-554-9005
TOSPROS@superiorcolorado.gov
https://www.superiorrec.com

PERMIT #6004

Authorized On: 04/03/2024 01:17 PM

NOTE: Superior Elementary School PTA Event

Location
Purple Park
1310 South Pitkin Avenue
Superior, CO 80027

Permit Holder
Justen Staufer
1340 S Pitkin Ave
Superior, CO 80027
303-570-9685

Authorized Agent
Jeremy Hoffman
303-554-9005
TOSPROS@superiorcolorado.gov
https://www.superiorrec.com

RESERVATIONS

Location	Facility	Date	Time	Hours
Purple Park	Park Upper	Fri, Apr 26th 2024	03:00 PM-07:00 PM	4.00

Thank you!

Town of Superior Parks, Recreation & Open Space
1500 Coalton Road
Superior, CO 80027
303-554-9005
TOSPROS@superiorcolorado.gov
https://www.superiorrec.com

PERMIT #6005

Authorized On: 04/03/2024 01:17 PM

NOTE: Superior Elementary School PTA Event

Location
Purple Park
1310 South Pitkin Avenue
Superior, CO 80027

Permit Holder
Justen Staufer
1340 S Pitkin Ave
Superior, CO 80027
303-570-9685

Authorized Agent
Jeremy Hoffman
303-554-9005
TOSPROS@superiorcolorado.gov
https://www.superiorrec.com

RESERVATIONS

Location	Facility	Date	Time	Hours
Purple Park	West Pavilion	Fri, Apr 26th 2024	03:00 PM-07:00 PM	4.00

Thank you!

Town of Superior Parks, Recreation & Open Space
1500 Coalton Road
Superior, CO 80027
303-554-9005
TOSPROS@superiorcolorado.gov
https://www.superiorrec.com

PERMIT #6003

Authorized On: 04/03/2024 01:16 PM

NOTE: Superior Elementary School PTA Event

Location
Purple Park
1310 South Pitkin Avenue
Superior, CO 80027

Permit Holder
Justen Staufer
1340 S Pitkin Ave
Superior, CO 80027
303-570-9685

Authorized Agent
Jeremy Hoffman
303-554-9005
TOSPROS@superiorcolorado.gov
https://www.superiorrec.com

RESERVATIONS

Location	Facility	Date	Time	Hours
Purple Park	Park Lower	Fri, Apr 26th 2024	03:00 PM-07:00 PM	4.00

Thank you!

Park Pavilion Pool Permit 2023

Final Audit Report 2024-04-01

Created:	2024-04-01
By:	Jeremy Hoffman (jeremyh@superiorcolorado.gov)
Status:	Filled
Transaction ID:	CBJCHBCAABAAH6ubopK6tjAHkcGQoT84celgfR3HQpiu

"Park Pavilion Pool Permit 2023" History

Web Form created by Jeremy Hoffman (jeremyh@superiorcolorado.gov)
2023-02-23 - 5:11:43 PM GMT

Web Form filled in by Justen W Staufer (justen@stauferteam.com)
2024-04-01 - 4:47:11 PM GMT

Email verification link emailed to Justen W Staufer (justen@stauferteam.com)
2024-04-01 - 4:47:13 PM GMT

Email viewed by Justen W Staufer (justen@stauferteam.com)
2024-04-01 - 4:47:24 PM GMT

Submission verified by Justen W Staufer (justen@stauferteam.com)
2024-04-01 - 4:47:25 PM GMT

Agreement completed.
2024-04-01 - 4:47:25 PM GMT

Adobe Acrobat Sign

ITEM NO. 3h

INFORMATION FOR MEETING
OF THE SUPERIOR LIQUOR LICENSING AUTHORITY

AGENDA ITEM NAME: **Consideration of Approval of Permit Application for Possession and Consumption of Alcoholic Beverages on Public Property, Purple Park – 1310 S. Pitkin Avenue**

MEETING DATE: **April 22, 2024**

PRESENTED BY: **Lydia Yecke, Town Clerk**

PRESENTED FOR: **Action**

BACKGROUND:
The Town has received a permit application to allow alcoholic beverages in public places. The applicant requesting alcohol is Sheryl Schwabe for a College Graduation Party on May 11, 2024 from 5:00 p.m. to 7:00 p.m. at Purple Park, 1310 S. Pitkin Avenue

In May, 2007 the Board approved an ordinance allowing for the consumption of alcoholic beverages in certain public places with a permit. Section 10-8-40 of the Municipal Code reads as follows:

Sec. 10-8-40. Permit for possession and consumption of alcoholic beverages in public places.

(a) Upon approval by the Liquor Licensing Authority, the Town Clerk may issue a permit for the possession of open containers of and the consumption of fermented malt beverages, malt, vinous or spirituous liquors in the following public places within the Town:

- Asti Park
- Community Park
- Purple Park
- Founders Park
- Grasso Park
- Superior Commons (Downtown Superior Parks and Plaza)
- Wildflower Park

(b) Prior to issuance of a permit, the applicant shall demonstrate to the satisfaction of the Liquor Licensing Authority that:

(1) The application is filed at least thirty (30) days prior to the date of the event;
(2) The applicant is twenty-one (21) years of age or older;
(3) The alcoholic beverages will remain in the general area of the event;
(4) The alcoholic beverages will not be provided to or served to members of the general public or any persons who are not invitees of the event;
(5) The time, location and duration of the event will not interfere with public services;
(6) The number and concentration of participants at the event are not likely to result in crowds exceeding limitations in the Town's fire code, or other significant inconvenience to the residents of the surrounding neighborhoods;
(7) Underage persons and persons under the influence of alcohol will not obtain alcoholic beverages served at the event, and the precautions proposed are likely to secure and supervise the area and the participants during the event;
(8) The applicant agrees to be personally responsible for cleaning, trash disposal and any necessary repairs;
(9) The applicant agrees to indemnify and hold harmless the Town, its employees and agents for all liability claims arising out of the event;
(10) The applicant has an insurance policy currently in effect with coverage of not less than the maximum limits established by the Colorado Governmental Immunity Act, Title 24, Article 10, C.R.S., as amended, and the Town is named as an additional insured;
(11) The event is a wedding, corporate or club picnic, or similar special occasion of a social, fraternal, patriotic, political or athletic nature; and
(12) No alcoholic beverages will be sold.

(c) No permit shall be issued to any person who is not of good moral character as that term is used in C.R.S. § 12-47-307.

(d) No applicant shall be eligible to receive more than four (4) permits under this Section in any twelve (12) month period.

(e) The Liquor Licensing Authority may place reasonable conditions on any permit issued under this Section, including, but not limited to, location restrictions, time restrictions and requirements for the provision of private security at the applicant's expense.

(f) The Liquor Licensing Authority may deny the application on the following grounds:

(1) That approval would be detrimental to the public safety, health, morals, order or welfare by reason of the nature of the event, the likelihood that the event would create

a public nuisance or result in the consumption of alcoholic beverages by minors, or the failure of the applicant to conduct a past event in compliance with applicable laws and regulations;

(2) That another event has previously been scheduled for that location on the same day;

(3) That the event would unreasonably interfere with normal activities and customary and general use and enjoyment of the location; or

(4) That the applicant has failed to satisfy any of the requirements of subsection (a) hereof.

The applicant has provided assurances that all of these provisions are met. The Parks & Recreation Department has confirmed the applicant has reserved Purple Park on May 11, 2024.

RECOMMENDED ACTION:

Approve the permit application for the Possession and Consumption of Alcoholic Beverages on Public Property at Purple Park on May 11, 2024.

ATTACHMENTS

- Permit application (Confidential)

PERMIT APPLICATION

For Alcohol in Public Places

NAME OF APPLICANT, PHONE NUMBER and EMAIL ADDRESS				DATE SUBMITTED
Sheryl Schwabe, 303-520-6803, sschwabe@comcast.net				04/05/2024
ADDRESS	DRIVER'S LICENSE NO.	ISSUE STATE	EXP. DATE	DATE OF BIRTH
1047 Raymer Lane	92-208-4494	CO	02/19/28	02/19/1955
TOWN	STATE	ZIP	PUBLIC LOCATION BEING USED (Check One):	
Superior	CO	80027	[ ] Community Park [x] Purple Park [ ] Founders Park [ ] Asti Park [ ] Wildflower Park [ ] Grasso Park [ ] Downtown Superior Parks and Plaza	
TYPE OF ACTIVITY/EVENT			ORGANIZATION NAME	
College Graduation Party			N/A	
DATE OF EVENT	NUMBER OF PEOPLE ATTENDING		RANGE OF GUEST AGES	
05/11/2024	~40		21+	
TIME ALCOHOL WILL BE SERVED AND CONSUMED	CHECK ALL TYPES OF ALCOHOL TO BE SERVED		TYPE OF ENTERTAINMENT PROVIDED	
5pm-7pm	[x] BEER [x] WINE [x] HARD ALC.		Food + Games	
PREVIOUS ALCOHOL POSSESSION AND CONSUMPTION IN PUBLIC LOCATION PERMITS AND DATES				
N/A				

PLEASE NOTE: APPLICANT MUST BE PRESENT AT BOARD MEETING

CHECK WITH TOWN CLERK FOR DETAILS

Please complete the following questions as thoroughly as possible. Attach additional sheets as needed.

1. Please attach a diagram showing the area where alcoholic beverages will be served and consumed. **The drawing does not have to be to scale, but should show control such as boundaries, ropes, walls, etc. This drawing should be as detailed as possible. See attached sample.** Alcohol must remain in the general area of the event as defined in the permit. How do you plan to accomplish this? Monitoring by individuals listed in item 7. below (see attached map)
2. How do you plan to secure the area and inform guests that alcoholic beverages must be kept in the designated area? General announcement to guests and sign with map posted at vendor location
3. How will you supervise the participants during the event? Monitoring by individuals listed in item 7. below (walking around/mingling during the event)
4. If minors will be attending, how will you make sure they do not possess or consume any alcoholic beverages? We are not expecting any minors to attend but the vendor will be checking ID's and all attendees are known by the hosts and will be monitored by the individuals listed in item 7. below
5. How will you control service of alcoholic beverages to members of the public or other persons who are not invitees? All attendees are known by the hosts and will be monitored by the individuals listed in item 7. below
6. How will you ensure that visibly intoxicated persons are not served alcohol? The vendor is ServSafe certified and will be assessing when serving; and all attendees are known by the hosts and will be monitored by the individuals listed in item 7. below
7. List names and ages of all individuals who will help supervise the event (attach a separate sheet if necessary): see attached sheet

   Name: See Attached Age: ____ Name: _____ Age: ____

INSURANCE REQUIREMENTS

The applicant must have an insurance policy currently in effect with liquor liability coverage of not less than the maximum limit established by the Colorado Governmental Immunity Act, Title 24, Article 10, C.R.S., as amended, and the Town must be named as an additional named insured.
SEE ATTACHED SAMPLE OF CERTIFICATE OF INSURANCE

Please read the following carefully, and sign and date the application:

I hereby affirm that I am 21 years of age or older and the information I have provided herein is true and complete to the best of my knowledge. I am applying for a permit to possess and consume alcohol on public property as indicated on this application. I will be present for the duration of the function and understand and agree to the following:

1. I will be responsible for controlling the consumption of alcohol in compliance with Town and State regulations.
2. I will check IDs of anyone whose age is not known and will not allow minors to possess or consume alcoholic beverages.
3. I agree to be personally responsible for cleaning, trash disposal, or repairs necessary as a result of the event for which the permit was granted.
4. I hereby agree to indemnify and hold harmless the Town, its employees and agents for all liability claims arising out of the event.
5. I understand that no permit will be issued to any person who is not of good moral character as that term is used in C.R.S. § 12-47-307, and my moral character may be investigated by the Town of Superior for the purpose of processing this permit application.

Signature: Sheryl Schwabe (applicant) Date: 4/9/2024

STATE OF COLORADO)
) ss.
COUNTY OF Boulder)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 9 day of April, 2024, by Sheryl Schwabe as insured.
(applicant's name) (named insured)

My commission expires:

(S E A L)

CYNTHIA BERNICE STEINHARDT
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20114023441
MY COMMISSION EXPIRES APR 22, 2027

Cynthia Bernice Steinhardt
Notary Public

Approved by the Board of Trustees on _____

Mark Lacis, Mayor

ATTEST:

Lydia Yecke, Town Clerk

7. List names and ages of all individuals who will help supervise the event (attach a separate sheet if necessary):

Name:	**Age:**
Sheryl Schwabe (host)	69
Brandon Parkes (host)	70
Abbey Parkes (host)	22
Connor Parkes (host)	22
Elijah Parkes (host)	22
Kristina Huntsberger	43
Paula Sussman	64


Search this area
S Pitkin Ave
S Pitkin Ave
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S Pitkin Ave
S Pitkin Ave
S Pitkin Ave
S Pitkin Ave

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/08/2024

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 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	CONTACT NAME: Eventsured Customer Service	
Foresite Sports, Inc. DBA: Eventsured 3553 West Chester Pike #418 Newtown Square, PA 19073	PHONE (A/C, No, Ext): 888-882-5902	FAX (A/C, No):
	E-MAIL ADDRESS: info@eventsured.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Houston Casualty Company	42374
INSURED Sheryl Schwabe 1047 Raymer Ln Superior, CO 80027	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** TM341878 **REVISION NUMBER:**

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	Y		H23SE00155/TM341878	05/11/2024 12:01AM	05/12/2024 2:01AM	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
							DEDUCTIBLE	$ 0
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insureds must be venue managers or municipalities and are added with respect to our insureds operations only. Waiver of Subrogation (WOS) and Primary & Non-Contributory (PNC) wording applies only when coverage is purchased by the insured, required by written contract and as indicated below. This coverage is with respect to the Graduation Party to be held on 05/11/2024 - 05/11/2024 with 40 attendees at College Graduation Party Purple Park East. East of S. Pitkin Ave. Superior, CO 80027. Additional Insureds include: Town of Superior Wildflower Park 124 E Coal Creek Dr. Superior, CO 80027.

CERTIFICATE HOLDER

Town of Superior
Purple Park
124 E Coal Creek Dr.
Superior, CO 80027

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



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/04/2024

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	**CONTACT NAME:** Nancye Jordan
Bolder Insurance	**PHONE (A/C, No, Ext):** (303) 449-9595 **FAX (A/C, No):** (303) 494-7759
800 Jefferson Ave	**E-MAIL ADDRESS:** nancye@bolderins.com
Louisville CO 80027	
INSURED	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
Cocktail Caravan L:LC	**INSURER A :** United States Liability Insurance Company 25895
2805 Wilderness Pl Ste 700	**INSURER B :** Artisan and Truckers Casualty Co 10194
Boulder CO 80301	**INSURER C :** Pinnacol Assurance 41190
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 23-24 / 24-25 Master **REVISION NUMBER:**

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: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			CP1831400	01/10/2024	01/10/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			950990527	07/27/2023	07/27/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Policy Fee	$ 1,000,000 $ $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			XL1640860	05/23/2023	05/23/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 1,000,000 $ 1,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		4201741	06/01/2023	06/01/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Liquor Liability			LQ1008761A	01/10/2024	01/10/2025	Liquor Liability Liquor Liability Agg	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability: Who is An Insured is amended to include as an Additional Insured any person(s) or organization(s) who are required by written contract/agreement per attached policy form.

CERTIFICATE HOLDER

Town of Superior, Purple Park
1310 S Pitkin Ave
Superior CO 80027

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

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Town of Superior Parks, Recreation & Open Space
1500 Coalton Road
Superior, CO 80027
303-554-9005
TOSPROS@superiorcolorado.gov
https://www.superiorrec.com

Registration/Payment Receipt 67338293

04/01/2024 10:20 AM

Account Information
Sheryl Schwabe
1047 Raymer Lane
Superior, CO 80027
303-520-6803

Payment
Credit/Debit $160.00
VISA ending in 2231
Merchant Code
e349d4ef-414f-42b4-ae6d-68758c9f4255

Received By
Hannah Johnson at Community Center

Item	Amount Paid
Purple Park East Pavilion May 11, 2024 4:00 PM-8:00 PM - Resident Rate (PP East Pavilion): $40/Hour - PERMIT #5974	$160.00
Subtotal	$160.00
Total Payment	$160.00

Prompt(s)

What is your expected attendance? 30

Describe the intended use during your reservation. *A detailed description of intended use is required. *Staff will reach out if a conflict is discovered when reviewing the information provided. graduation party

Will your event include a bounce house or any other equipment that is staked into the ground? No

Will your reservation include alcohol or amplified music? (Request for an Alcohol Permit needs to be submitted 30 days prior to the reservation date for approval) Yes

A liquor permit is required to serve alcohol on any Town of Superior property. Application and fees must be submitted to the Town Clerk a minimum of 30 days prior to your reservation. Please contact: Lydia Yecke, Town Clerk at: lydiay@superiorcolorado.gov or call 303-499-3675 ext. 105. If you will have amplified music during your reservation you will need to fill out an application. Please contact the PROS Department for this form at 303-554-9005. Please acknowledge these requirements by typing your initials. Anything typed in this field constitutes acceptance of these requirements. Agreed

Facility Notes

Purple Park East Pavilion

This is a friendly reminder to please follow these simple instructions:

- Do not stake anything into the ground so you do not puncture any of the irrigation.
- No alcohol allowed unless you have obtained an Alcohol Permit prearranged by the Town Clerk.
- There are no motorized vehicles allowed beyond the parking areas, including vehicles that are loading or unloading supplies and equipment.
- Please bring additional trash bags to accommodate waste. Please leave the full trash bags next to the permanent trash bins for pick-up.

Summary of Measured Noise Levels

in the

Town of Superior, Colorado

due to

Rocky Mountain Metropolitan Airport Operations

March 2024



Prepared by:

Hankard Environmental, Inc.

Colorado, Wisconsin

HANKARD ENVIRONMENTAL

ACOUSTICS AND VIBRATION CONSULTING

Monthly Summary – March 2024

The following summarizes the noise levels measured at the Water Bladder measurement location located off S. Torreys Peak Dr. and aircraft operations detected over the Town of Superior for the month of March 2024. Additional information regarding the measurements is attached.

- Over the entire month, a total of 10,074 aircraft operations[1] occurred within 1.25 miles of the measurement location (the distance within which aircraft are audible).
- Of these, 6,191 were touch and go (T&G) operations (61%).
- Over the entire month, aircraft operations were clearly noticeable (aircraft noise measured at approximately 5 dBA above the ambient sound level) for 9,099 minutes (152 hours).
- If T&G operations were not conducted at the airport, an analysis of the measurement data indicates that noticeable aircraft operations would decrease to 2,739 minutes (46 hours), which is a 70% reduction.
- The following summarizes the March 2024 noise survey.

Table 1 - Summary of Measured Noise Levels and Aircraft Operations in March 2024

Operations	Quantity	Audible aircraft operations	Aircraft noise above ambient (dBA)	Aircraft 5 dBA Above Ambient (minutes)	Aircraft 10 dBA Above Ambient (minutes)
All	Total for month	10,074	---	9,099	6,382
	Daily average	325	19	303	213
Touch and Go Removed	Total for month	4,789	---	2,739	1,756
	Daily average	154	13	91	59

- Figure 1 shows the flight paths on March 23, a day with total operations close to the median for the month. Note the concentration of T&G operations over the Town of Superior and Boulder County.
- Figure 2 shows the measured noise levels and concurrent aircraft activity for this day. Maximum noise levels generated by individual aircraft operations exceeded the ambient sound level by the following levels for the durations noted:
  - 5 dBA (clearly noticeable), 412 minutes.
  - 10 dBA (significant increase), 349 minutes.
  - 20 dBA (much louder), 80 minutes.
- Table 2 shows the hourly average noise levels and operation counts for this day.
- Figure 3 shows an hour on this day, during which time the measured level rarely reached ambient conditions (38 dBA), meaning that aircraft noise was almost constantly present.
- Figure 4 shows the flight paths for the entire month of March 2024.

[1] This report counts each touch-and-go operation as a single operation. The Federal Aviation Administration counts each touch-and-go operation as two operations.

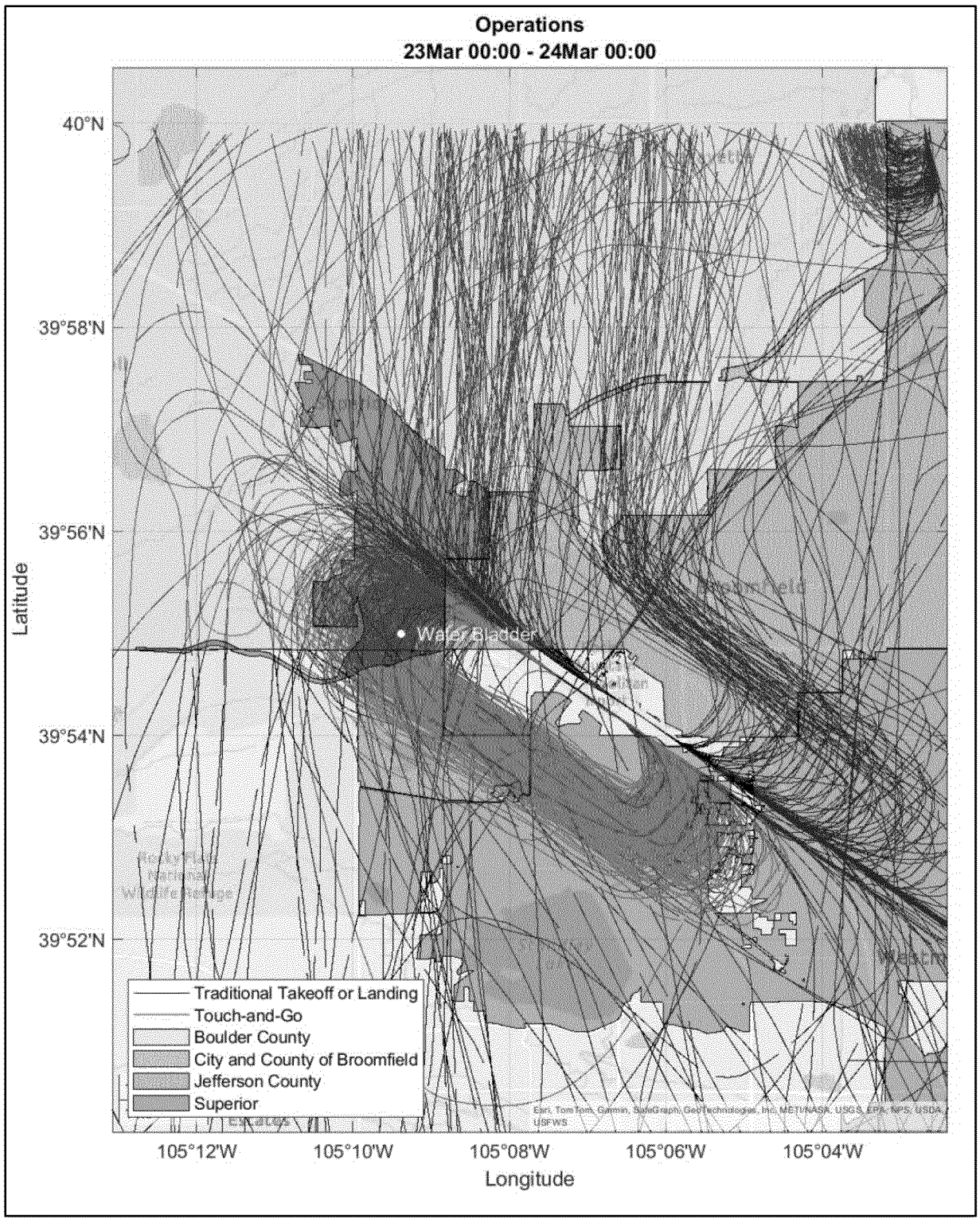


Figure 1 – Flight Paths on Median Day in March 2024 (523 Operations, 250 T&G)

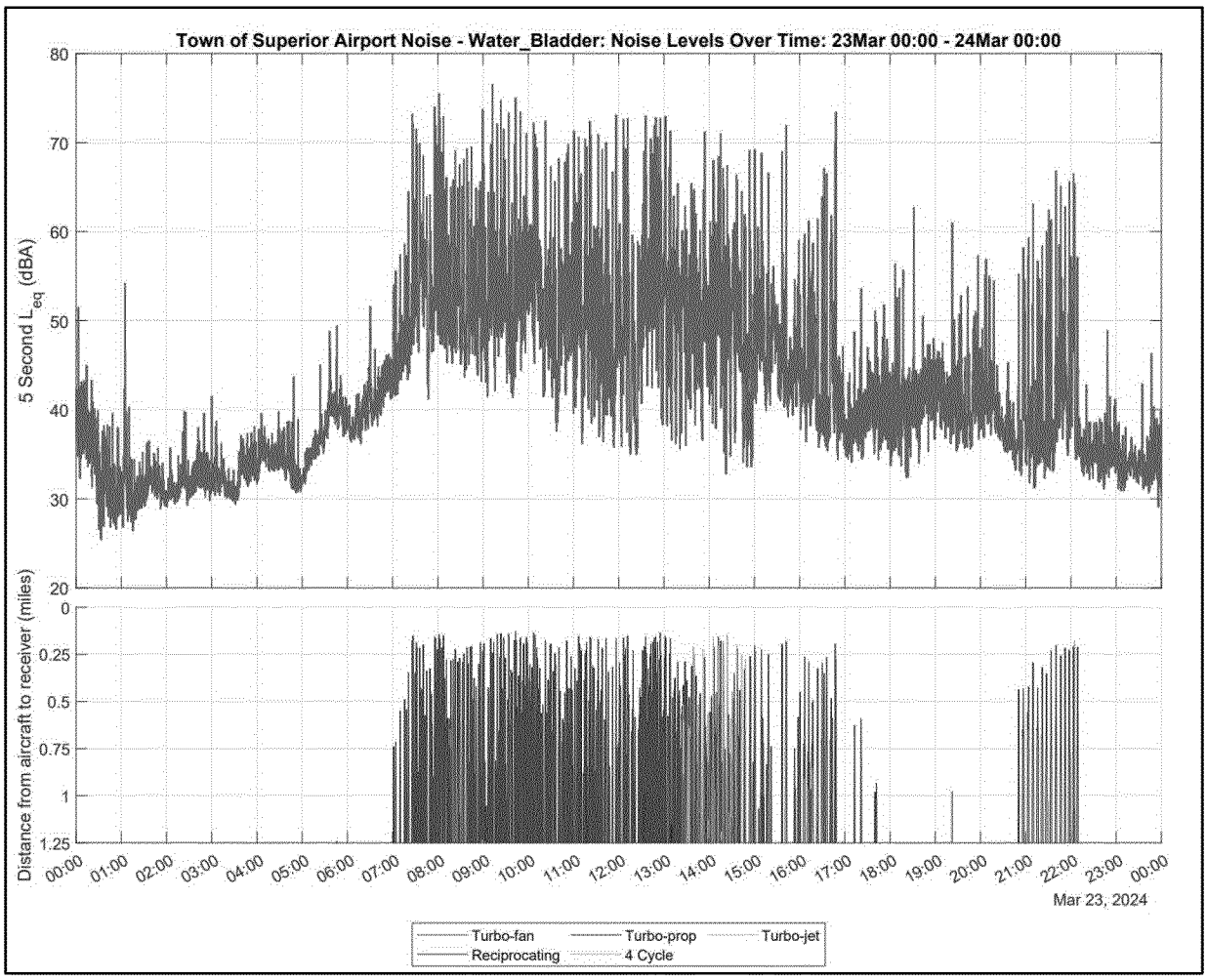


Figure 2 – Noise Levels and Aircraft Operations on Median Day

Table 2 – Hourly Noise Levels and Aircraft Operations on Median Day

Time	7 am	8 am	9 am	10 am	11 am	12 pm	1 pm	2 pm	3 pm	4 pm	5 pm	6 pm	7 pm	8 pm	9 pm
Average Noise Level (dBA)	57	58	59	57	57	58	56	55	53	52	41	44	44	44	50
Number of Operations	36	43	63	62	55	57	60	54	33	20	6	4	3	3	14

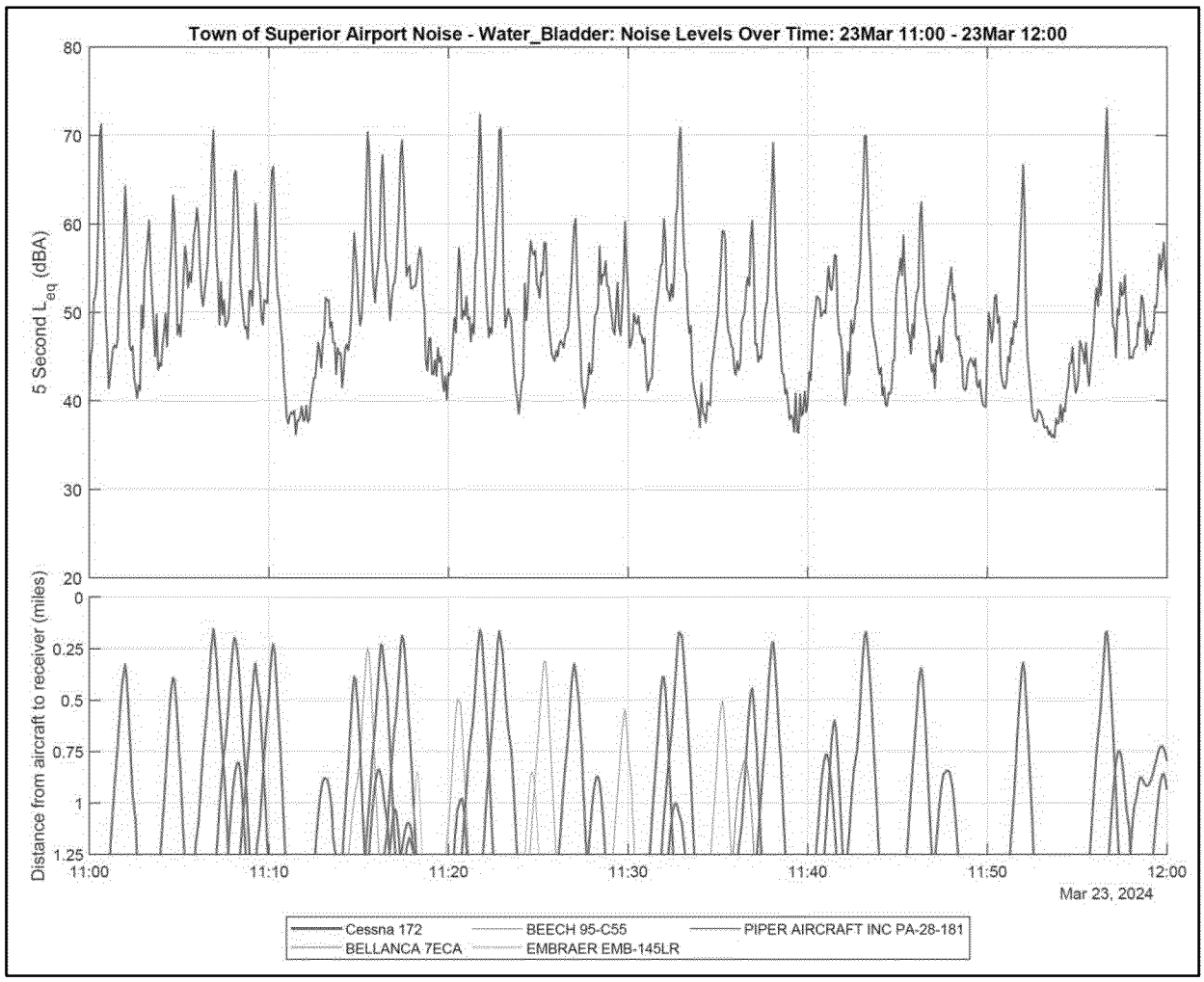


Figure 3 – Noise Levels and Aircraft Operations during a Representative Hour on Median Day

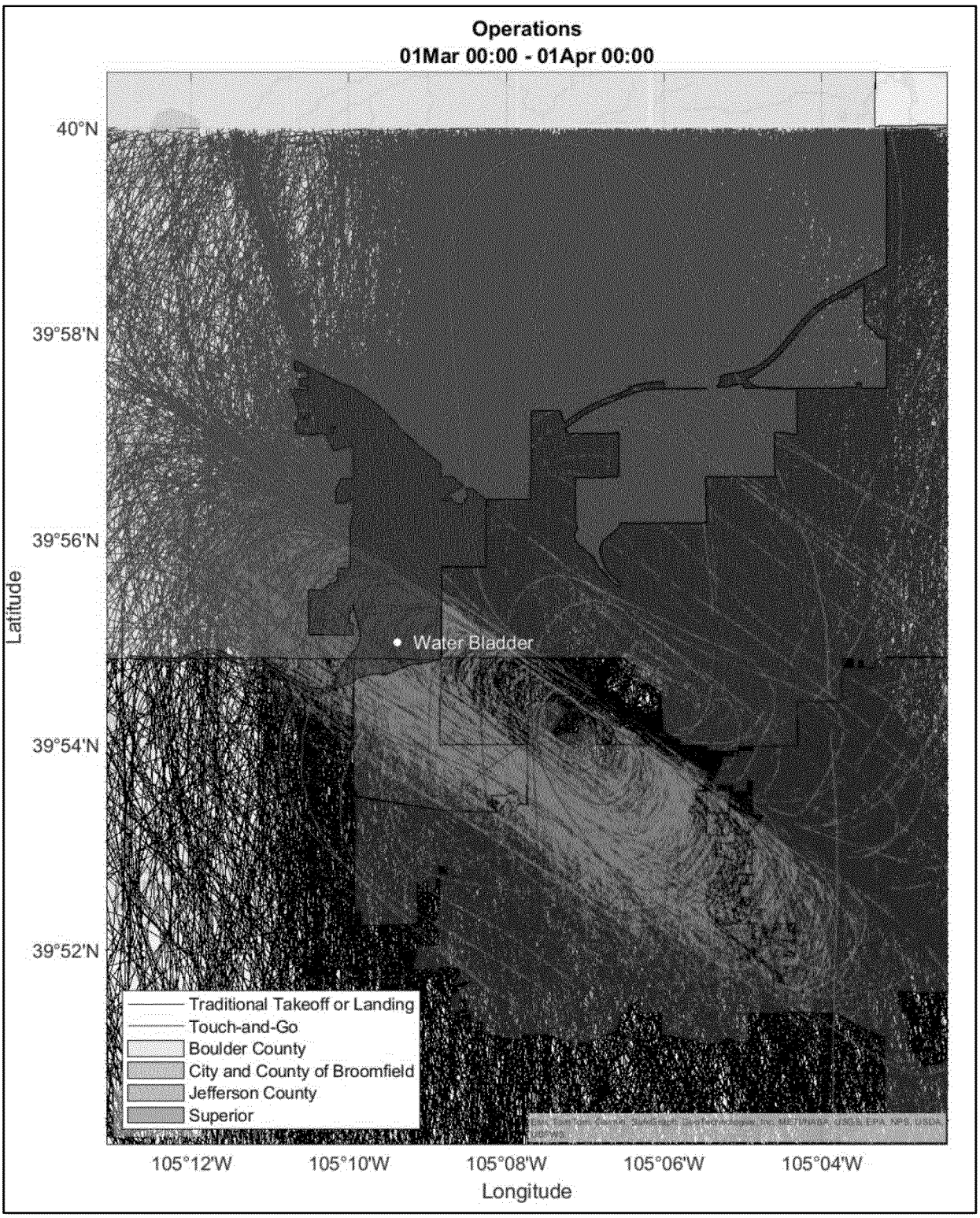


Figure 4 – All Flight Paths in March 2024 (14,946 Operations; 6,418 T&G)

Detailed Results

1. Measurement Locations and Flight Paths

Noise level monitors were placed at the three locations shown in Figure 1-1 and configured to continually measure noise levels. The meters were in service for the entirety of March 2024. The selection of measurement locations considered proximity of Town of Superior residences, aircraft flight paths, and availability of public land. The Water Bladder location was chosen as it is removed from busy roads and in the flight path of touch and go operations. The Community Center location was chosen as it is directly in the flight path of the runway 12 L. The North Pool location was chosen to represent the northern portion of the town.

Aircraft flight paths are limited due to Denver International Airport airspace to the east and mountains to the west. This, along with prevailing wind patterns, pushes a majority of operations over the town, as shown in Figures 1 and 4 (above).

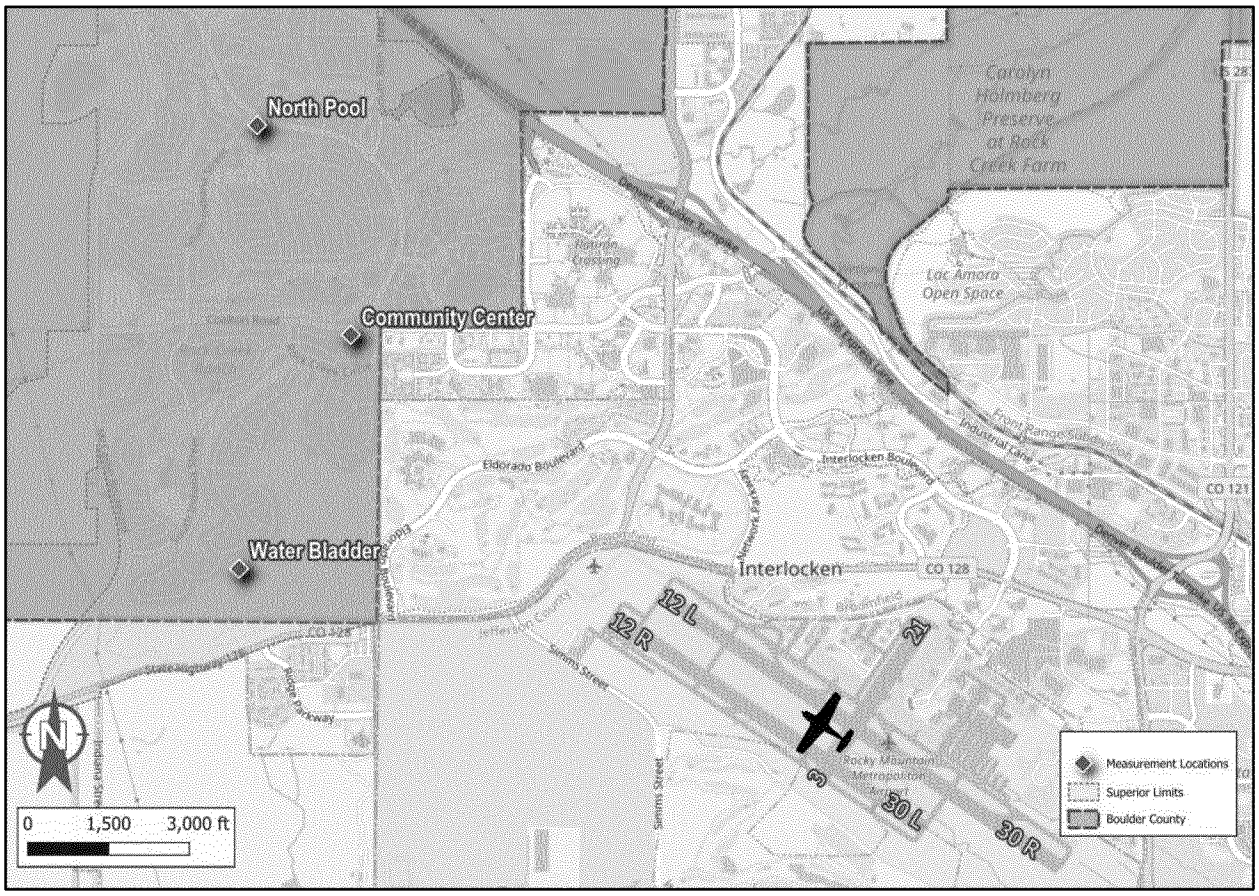


Figure 1-1. Measurement Locations and Airport

2. Noise and Aircraft Operations Measurement Procedures

Noise levels were measured in accordance with applicable acoustical standards as well as the author's experience in this specialized field. The following sections describe the acoustical standards followed, measurement equipment specifications and settings, measurement duration, ground wind measurement equipment, and aircraft operations data integration.

2.1 Applicable Noise Measurement and Analysis Standards

The measurements were executed in accordance with the relevant aspects of the following standards:

1. Noise measurement equipment meets the Type 1 specifications of American National Standards Institute (ANSI) standard S1.4-2014 (R2024) American National Standard Specification for Sound Level Meters.
2. ANSI S1.11-2004 (R2009), Electroacoustics - Octave-band and Fractional-octave-band Filters - Part 1: Specifications.
3. ANSI S1.40-2006 (R2016), American National Standard Specifications and Verification Procedures for Sound Calibrators.
4. The measurement and analysis procedures followed the applicable portions of ANSI S12.9-2013 Part 3 (R2018) Quantities and Procedures for Description and Measurement of Environmental Sound - Part 3: Short-Term Measurements with an Observer Present.
5. ANSI S12.18-1994 (R2019) Outdoor Measurement of Sound Pressure Level.
6. ANSI S1.13-2020 American National Standard Measurement of Sound Pressure Level in Air.

2.2 Noise Measurement Equipment

Noise levels were measured using Larson Davis Model 831 sound level meters with associated preamplifiers and ½ inch free-field precision microphones. All measurement and field calibration equipment were certified by a traceable laboratory within 18 months prior to the measurements. Field calibrations were conducted on March 27, 2024, and the drift in the measured noise level was well within tolerance (Water Bladder -0.3 dB, Community Center -0.1 dB, and North Pool +0.1 dB). Calibration certificates and records are available upon request. The microphones were mounted on steel poles and positioned five feet above the ground (per ANSI S12.9). The microphones were covered with hydrophobically treated 7-inch diameter, 80-pores-per-inch density windscreens (ACO Pacific Model WS7-80T). Audio from each sound level meter was recorded using Tascam DR-05X digital recorders. The sound level meters were configured to continuously measure and record 5-second and 1-hour averages of the following metrics: overall L_{eq}, L_{10}, L_{50}, and L_{90}, as well as one-third octave band L_{eq} levels (6.3 Hz to 20 kHz).

2.3 Aircraft Position Measurement Equipment

Aircraft position data is being collected at the North Pool measurement location with an Automatic Dependent Surveillance-Broadcast (ADS-B) monitoring system that receives real-time data from each aircraft in the area, including location, speed, and a unique identifier (hex code).

Aircraft position data is being logged on 5-second intervals and is combined with the Federal Aviation Administration (FAA) aircraft registration database to get additional information for each aircraft, including make/model, engine type, and owner. Aircraft from flight schools were identified based on the owner and listed registration numbers from the flight school websites. Altitude data from the aircraft is based on barometric pressure on the aircraft and is not corrected for barometric pressure on the ground. During data processing, the altitude data is corrected based on barometric pressure from the airport. Aircraft above 11,000 feet are filtered out of the database to eliminate from the analysis aircraft that are passing overhead.

2.4 Meteorological Data

Wind speeds and direction are being measured continuously at each long-term monitoring site using Vaisala WXT530 series sonic anemometers, mounted on steel poles approximately 6.5 feet above the ground (per ANSI S12.18) and placed within approximately 10 feet of the microphones. Barometric pressure data was obtained from the airport's weather station.

2.5 Resulting Measurement Database

This report presents the results of measurements conducted throughout the month of March 2024. A total of 744 hours of continuous noise, aircraft, and ground wind data were collected. All data was organized into a single database, and data was time synchronized through the cellular network.

Figure 2-1 shows noise levels versus time (top graph) and distance to the nearest aircraft over time (bottom graph) for a representative one-hour period at the Water Bladder. This example shows a single aircraft doing touch and go exercises (and a few other aircraft passing by), which involves landing the airplane and immediately taking off again, and results in the airplane circling over the microphone every 5 to 10 minutes. Note the ambient sound level, the level occurring with no aircraft present, is approximately 35 dBA during this example hour. With aircraft present levels are as high as 70 dBA, which is 35 dBA increase over the ambient sound level.

Figure 2-2 shows the measured noise levels and aircraft operations for a representative hour with frequent aircraft operations. During this hour the daily ambient sound level of 38 dBA is reached only for a few minutes, because there was very little time when aircraft noise was not audible.

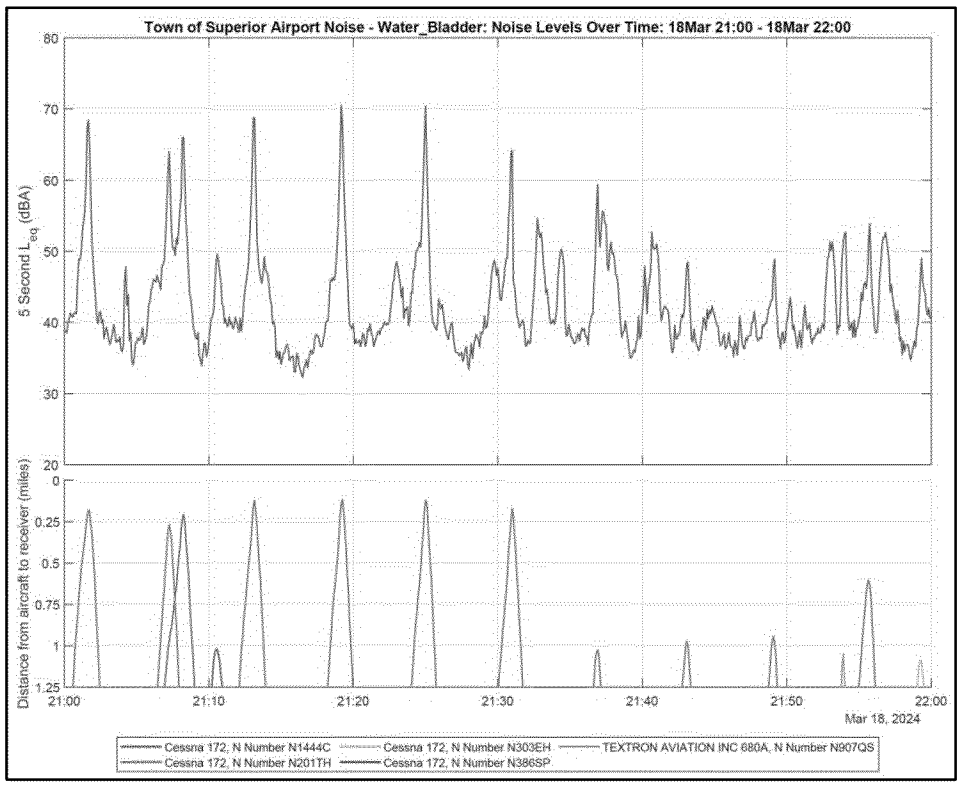


Figure 2-1. Example Time Plot of Measured Noise Levels - Touch and Go Operations

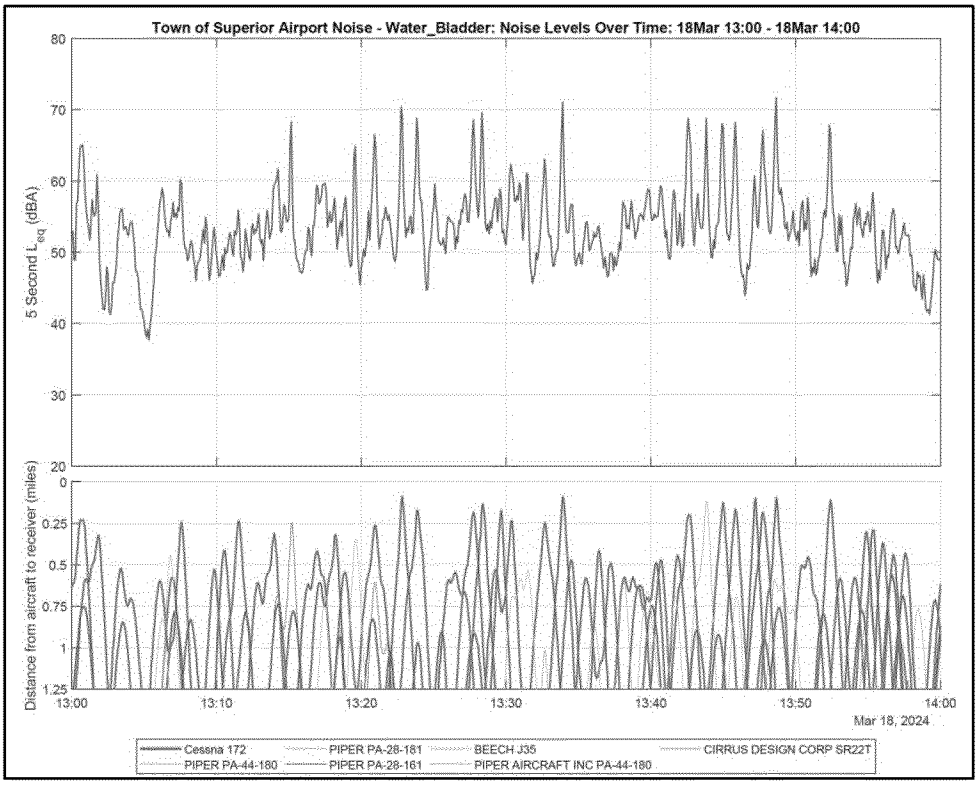


Figure 2-2. Example Time Plot During an Hour with Frequent Aircraft Operations

3. Data Analysis Procedures

The measured noise level and aircraft operations data was analyzed as follows. Note the explanation differs from the February report, but this is only for clarity. The underlying methodology remains the same.

3.1 Duration of Analysis Intervals

The measured data was recorded and analyzed in 5-second intervals. This interval was chosen because it provides sufficient resolution to capture changes in noise levels against aircraft proximity over time. Results are summarized and presented herein in terms of daily averages of noise levels when aircraft are present versus ambient noise levels in the area (noise generated by non-aircraft sources, such as distant roadway traffic).

3.2 Aircraft Types and Operations

Each 5-second ADS-B sample was classified into one of five operational types: (1) on-the-ground, (2) flyover, (3) touch and go (T&G), (4) takeoff, and (5) landing. The number of operations per day for each operational type is shown in Table 3-1. Samples classified as on-the-ground were excluded from further analysis as planes would not be audible during these times, and samples above 11,000 feet or classified as flyovers were excluded from further analysis as these operations are not generated by this airport.

Each aircraft that is detected in the month is analyzed separately. Each 5-second sample when the individual aircraft's signal was detected is arranged into a table in chronological order. Each sample is labeled as on the ground (known from the positional information) or airborne. Airborne samples are then grouped into events, which include taking off, landing, touch and go operation, and flyover. Starting with the first sample in time where the aircraft was detected as being airborne, the following logic is applied. This is also shown in the table below.

- If the previous sample was on the ground, and a sample within the next 20 minutes is on the ground, the entire window of samples when the aircraft was airborne is classified as touch and go.
- If the previous sample was on the ground, and no samples within the next 20 minutes are on the ground, the entire 20-minute window of samples is classified as takeoff.
- If the previous sample was not on the ground, and a sample within the next 20 minutes is on the ground, the entire window of samples when the aircraft was airborne is classified as landing.
- If the previous sample was not on the ground, and no samples within the next 20 minutes are on the ground, the entire 20-minute window of samples is classified as flyover.

	Is on the ground within the next 20 minutes	**Is not on the ground within the next 20 minutes**
Previous sample is on the ground	Touch and Go	Take-off
Previous sample is not on the ground	Landing	Flyover

Additionally, T&G operations were further classified as initial (the initial take off) or subsequent (subsequent touch and go landings and takeoffs) depending on whether or not the last operation of the aircraft was classified as a T&G operation. As described in more detail below, this was done to allow for the estimation of noise levels for a scenario where T&G operations occurred at another distant airfield.

Each ADS-B sample was also classified by aircraft engine type, as shown in Table 3-2. Aircraft engine type is identified from the aircraft registration "N Number" broadcast by the aircraft, and the FAA aircraft registration database, which provides details about each registered aircraft. Flight schools are identified based on the aircraft registered owner, a list of planes and N Numbers on each flight school's website, and observations of aircraft at the airport. Most aircraft are identified as piston engine (reciprocating or 4-cycle) and the majority of them are registered to flight schools.

3.3 Ambient Sound Levels

For the purposes of this analysis, the ambient daytime noise levels for each day are defined as the L_{90} dBA noise level measured during daytime hours. This is calculated by ordering all 5 second L_{eq} dBA noise level samples measured between 7:00 am and 10:00 PM and taking the 90^{th} percentile, which is the noise level exceeded 90 percent of the time. Noise level contributions from aircraft operations are effectively removed with the L_{90} metric.

3.4 Aircraft Noise Levels

Aircraft noise levels represent the 5-second measurement samples when any aircraft operations were audible. Noise levels are plotted against the concurrently measured distance from each aircraft to quantify the relationship between these two variables. The data indicates that at distances of 1 to 1.25 miles, aircraft begin to have an effect on noise levels and, at distances of 1 mile or less from the measurement location aircraft have a significant influence on the measured noise levels. For the purposes of this analysis operations were considered audible if the aircraft came within 1.25 miles of a measurement site at any time during the operation.

3.5 Aircraft Noise Levels without T&G Operations

Aircraft noise levels without T&G operations represent the average of all 5-second samples taken when aircraft operations were audible, but with noise level during all times when the aircraft operation was classified as a subsequent T&G set to the ambient sound level for that day. This simulates what the average noise level would be if T&G operations took place elsewhere, i.e., a distant airfield. Initial T&G operations were not removed from the analysis because an aircraft would need to takeoff from the airport even if T&G operations were located elsewhere. This initial T&G operation represents the takeoff.

Table 3-1. Aircraft Operations by Type

Day	Operation Type			Total Operations	Percentage T&G (%)	Total Number of Unique Aircraft
	T&G	Takeoff	Landing			
1-Mar-24	91	104	100	295	31	104
2-Mar-24	113	111	87	311	36	97
3-Mar-24	112	65	59	236	47	71
4-Mar-24	311	198	190	699	44	126
5-Mar-24	259	212	189	660	39	124
6-Mar-24	126	163	140	429	29	130
7-Mar-24	39	47	33	119	33	57
8-Mar-24	69	36	44	149	46	55
9-Mar-24	308	240	205	753	41	156
10-Mar-24	314	224	216	754	42	150
11-Mar-24	315	236	213	764	41	141
12-Mar-24	216	215	190	621	35	129
13-Mar-24	86	64	54	204	42	73
14-Mar-24	0	4	3	7	0	5
15-Mar-24	5	25	37	67	7	39
16-Mar-24	170	143	146	459	37	100
17-Mar-24	297	153	156	606	49	120
18-Mar-24	404	216	222	842	48	141
19-Mar-24	273	255	239	767	36	148
20-Mar-24	389	219	222	830	47	138
21-Mar-24	324	194	182	700	46	138
22-Mar-24	304	220	197	721	42	141
23-Mar-24	250	152	117	519	48	113
24-Mar-24	82	41	31	154	53	62
25-Mar-24	72	48	39	159	45	52
26-Mar-24	360	147	99	606	59	98
27-Mar-24	277	212	189	678	41	134
28-Mar-24	263	204	201	668	39	133
29-Mar-24	282	94	93	469	60	97
30-Mar-24	189	158	119	466	41	109
31-Mar-24	118	59	57	234	50	76
Month Total	6,418	4,459	4,069	14,946	43	-

Table 3-2. Aircraft Operations by Aircraft Engine Type

	Engine Type					
Day	**Piston**	**Turboprop**	**Turboshaft**	**Turbojet**	**Turbofan**	**Unknown**
1-Mar-24	226	9	4	0	53	3
2-Mar-24	259	8	0	0	44	0
3-Mar-24	189	7	0	0	39	1
4-Mar-24	632	13	5	0	49	0
5-Mar-24	563	16	14	0	53	14
6-Mar-24	359	9	5	0	54	2
7-Mar-24	43	13	0	0	58	5
8-Mar-24	52	5	1	2	63	26
9-Mar-24	712	11	2	0	26	2
10-Mar-24	699	10	2	0	42	1
11-Mar-24	681	19	12	0	52	0
12-Mar-24	552	16	6	0	42	5
13-Mar-24	140	8	6	0	44	6
14-Mar-24	0	3	0	0	4	0
15-Mar-24	8	12	5	0	36	6
16-Mar-24	408	7	5	0	35	4
17-Mar-24	534	13	2	0	56	1
18-Mar-24	766	20	7	0	40	9
19-Mar-24	677	19	10	0	59	2
20-Mar-24	761	13	8	0	38	10
21-Mar-24	625	7	6	0	56	6
22-Mar-24	596	16	7	0	54	48
23-Mar-24	484	7	0	2	26	0
24-Mar-24	119	2	0	0	31	2
25-Mar-24	99	12	1	0	44	3
26-Mar-24	564	13	5	0	22	2
27-Mar-24	616	16	7	0	35	4
28-Mar-24	601	17	5	0	36	9
29-Mar-24	414	10	4	0	37	4
30-Mar-24	415	10	6	0	25	10
31-Mar-24	179	7	0	0	46	2
Month Total	12,973	348	135	4	1,299	187

4. Noise Measurement and Analysis Results

Tables 4-1 through 4-3 provide a summary of the noise levels and aircraft operations measured during each day of March 2024 at each of the three measurement locations, respectively. Note that on March 19, the sound level meter at the Community Center location ran out of storage and did not record. It was resolved before the following day. Additionally, on March 28 there was loud equipment running at the North Pool, causing the noise level data at that site to not be usable. The tables provide the following information:

- The daily measured ambient (background) sound level (L_{90}).
- The number of audible aircraft operations each day. For the purposes of this analysis operations were considered audible if aircraft came within 1.25 miles of a measurement site, based on an analysis of measured noise level and aircraft distance data. This will exclude any takeoffs and landings to and from runways 30 L and 30 R.
- The average measured noise level with aircraft from the airport present (within 1.25 miles).
- The number of decibels that aircraft noise is above the daily ambient sound level.
- The number of minutes each day that aircraft were present, and the noise level they generated that exceeded the ambient sound level by 5, 10, and 20 dBA, respectively.
- This information is then repeated with T&G operations excluded from the analysis.

Table 4-1. Summary of Measured Noise Levels and Aircraft Operations – Water Bladder

Date	Ambient Noise Level (dBA)	Daytime - All Operations						Daytime - T&G Operation Removed					
		Number of Audible Operations	Average Noise Level with Aircraft (dBA)	Aircraft Noise Level Increase Above Ambient (dBA)	Duration of Aircraft Noise Levels Above Ambient (Minutes)			Number of Audible Operations	Average Noise Level with Aircraft (dBA)	Aircraft Noise Level Increase Above Ambient (dBA)	Duration of Aircraft Noise Levels Above Ambient (Minutes)		
					> 5 dBA	> 10 dBA	> 20 dBA				> 5dBA	> 10 dBA	> 20 dBA
1-Mar-24	37	181	56	20	185	132	26	107	51	15	83	52	9
2-Mar-24	36	221	54	18	190	137	26	135	50	14	77	50	9
3-Mar-24	34	161	55	21	163	117	34	62	47	13	43	30	7
4-Mar-24	39	496	53	14	356	181	22	239	47	8	122	52	5
5-Mar-24	39	411	54	15	350	185	24	211	48	10	130	61	5
6-Mar-24	38	239	53	15	193	112	13	141	51	13	98	60	8
7-Mar-24	34	63	57	23	47	35	11	34	49	15	11	9	3
8-Mar-24	36	76	59	23	71	61	19	30	48	12	9	8	3
9-Mar-24	34	544	55	21	457	308	84	289	49	15	152	92	22
10-Mar-24	33	514	53	19	416	271	59	254	47	13	137	85	13
11-Mar-24	36	518	52	17	418	247	39	254	46	10	133	72	9
12-Mar-24	37	387	55	18	320	230	43	218	49	12	108	69	9
13-Mar-24	39	138	60	21	144	109	25	67	54	15	43	29	4
14-Mar-24	34	0	-	-	-	-	-	0	-	-	-	-	-
15-Mar-24	33	15	52	19	7	6	2	14	52	19	7	6	1
16-Mar-24	37	288	55	18	261	194	29	147	51	14	91	63	9
17-Mar-24	35	414	57	21	446	376	106	158	48	13	96	78	15
18-Mar-24	40	587	58	17	527	359	55	248	50	10	125	71	9
19-Mar-24	38	500	57	18	451	320	55	281	50	12	160	104	13
20-Mar-24	40	569	58	19	516	386	71	251	51	11	124	82	12
21-Mar-24	39	455	57	17	402	273	45	179	48	9	85	49	4
22-Mar-24	38	474	56	18	409	268	48	253	50	12	140	92	11
23-Mar-24	38	384	58	21	412	349	80	166	51	13	107	87	15
24-Mar-24	35	117	59	24	200	186	64	44	54	19	91	81	24
25-Mar-24	33	100	58	25	110	96	39	37	47	14	21	19	7
26-Mar-24	40	485	58	17	506	357	49	167	50	9	95	63	7
27-Mar-24	39	417	57	18	342	226	41	193	50	11	99	61	8
28-Mar-24	38	462	53	15	333	188	19	256	48	10	127	68	6
29-Mar-24	35	375	54	19	393	308	75	133	45	11	78	63	12
30-Mar-24	39	320	59	20	308	235	50	160	52	13	104	72	12
31-Mar-24	38	163	59	21	166	133	39	61	50	12	43	30	6
Monthly Average	**37**	**325**	**56**	**19**	**303**	**213**	**43**	**154**	**49**	**13**	**91**	**59**	**9**
Monthly Total	**-**	**10,074**	**-**	**-**	**9,099**	**6,382**	**1,288**	**4,789**	**-**	**-**	**2,739**	**1,756**	**273**

Table 4-2. Summary of Measured Noise Levels and Aircraft Operations – Community Center

Date	Ambient Noise Level (dBA)	Daytime - All Operations						Daytime - T&G Operation Removed					
		Number of Audible Operations	Average Noise Level with Aircraft (dBA)	Aircraft Noise Level Increase Above Ambient (dBA)	Duration of Aircraft Noise Levels Above Ambient (Minutes)			Number of Audible Operations	Average Noise Level with Aircraft (dBA)	Aircraft Noise Level Increase Above Ambient (dBA)	Duration of Aircraft Noise Levels Above Ambient (Minutes)		
					> 5 dBA	> 10 dBA	> 20 dBA				> 5dBA	> 10 dBA	> 20 dBA
1-Mar-24	43	201	56	13	128	59	8	127	55	12	85	43	8
2-Mar-24	41	229	56	15	176	90	17	142	55	14	110	58	13
3-Mar-24	41	173	54	14	119	55	7	74	53	12	57	30	5
4-Mar-24	45	498	56	11	222	82	9	244	55	10	128	52	8
5-Mar-24	44	423	55	12	232	84	10	223	54	10	130	53	9
6-Mar-24	44	266	56	12	145	55	6	168	55	11	102	42	5
7-Mar-24	45	74	62	17	30	16	4	45	62	16	19	12	4
8-Mar-24	45	82	60	15	49	25	5	36	59	14	16	12	4
9-Mar-24	42	567	56	15	339	155	24	309	55	13	187	88	18
10-Mar-24	41	521	55	14	301	135	24	264	54	13	173	88	20
11-Mar-24	43	542	55	12	295	115	18	278	54	11	162	68	13
12-Mar-24	43	419	57	14	282	139	18	247	55	12	168	82	12
13-Mar-24	46	150	59	13	88	44	5	79	58	12	49	27	5
14-Mar-24	39	4	55	17	2	1	0	4	55	17	2	1	0
15-Mar-24	37	23	60	23	15	13	6	21	59	23	14	12	6
16-Mar-24	44	314	56	12	146	79	7	175	54	11	85	44	4
17-Mar-24	42	449	56	14	257	132	19	192	52	11	108	56	9
18-Mar-24	44	623	58	14	263	149	20	283	55	11	105	61	9
19-Mar-24	-	529	-	-	-	-	-	307	-	-	-	-	-
20-Mar-24	46	599	59	13	265	151	18	277	56	10	126	72	10
21-Mar-24	44	491	57	14	272	144	19	215	54	11	114	64	11
22-Mar-24	43	488	57	14	289	130	21	268	54	11	150	68	12
23-Mar-24	45	400	60	15	212	125	22	182	57	12	92	53	12
24-Mar-24	43	125	62	19	114	66	13	52	59	16	70	40	8
25-Mar-24	38	116	53	15	69	37	6	53	50	12	27	16	2
26-Mar-24	44	510	58	15	294	178	29	192	54	10	109	67	12
27-Mar-24	42	466	56	14	107	51	10	243	54	12	50	27	6
28-Mar-24	42	476	55	13	283	113	15	271	53	11	169	70	9
29-Mar-24	45	384	57	12	192	66	10	142	53	8	68	24	4
30-Mar-24	44	335	60	16	207	111	21	175	58	14	118	67	15
31-Mar-24	42	174	57	15	115	58	9	73	54	12	51	25	4
Monthly Average	**43**	**344**	**57**	**14**	**184**	**89**	**13**	**173**	**55**	**12**	**95**	**47**	**8**
Monthly Total	**-**	**10,651**	**-**	**-**	**5,506**	**2,659**	**399**	**5,361**	**-**	**-**	**2,847**	**1,423**	**254**

Table 4-3. Summary of Measured Noise Levels and Aircraft Operations – North Pool

Date	Ambient Noise Level (dBA)	Daytime - All Operations						Daytime - T&G Operation Removed					
		Number of Audible Operations	Average Noise Level with Aircraft (dBA)	Aircraft Noise Level Increase Above Ambient (dBA)	Duration of Aircraft Noise Levels Above Ambient (Minutes)			Number of Audible Operations	Average Noise Level with Aircraft (dBA)	Aircraft Noise Level Increase Above Ambient (dBA)	Duration of Aircraft Noise Levels Above Ambient (Minutes)		
					> 5 dBA	> 10 dBA	> 20 dBA				> 5dBA	> 10 dBA	> 20 dBA
1-Mar-24	44	107	55	11	57	22	1	86	55	11	53	21	1
2-Mar-24	41	178	54	13	99	47	4	122	53	12	77	38	4
3-Mar-24	40	69	54	14	41	23	2	54	54	14	37	21	2
4-Mar-24	44	322	55	11	154	53	4	200	54	10	123	45	4
5-Mar-24	44	285	54	10	140	46	4	180	53	10	109	39	3
6-Mar-24	45	146	57	12	72	31	2	117	56	11	66	29	2
7-Mar-24	44	39	62	18	15	11	3	33	61	17	14	10	2
8-Mar-24	45	45	59	14	16	9	1	34	59	14	13	8	1
9-Mar-24	41	428	54	13	250	124	9	262	53	13	192	101	9
10-Mar-24	39	330	52	12	200	96	6	226	51	12	161	82	6
11-Mar-24	43	402	53	10	191	58	3	231	52	9	146	47	3
12-Mar-24	44	290	54	11	155	55	3	186	54	10	120	46	3
13-Mar-24	47	87	58	12	37	15	1	62	58	12	35	14	1
14-Mar-24	34	3	54	20	1	1	0	3	54	20	1	1	0
15-Mar-24	36	18	56	21	11	10	4	17	56	21	11	10	4
16-Mar-24	43	176	55	12	93	37	2	128	55	12	77	32	2
17-Mar-24	41	288	55	14	156	90	6	146	54	14	110	71	6
18-Mar-24	44	489	56	11	226	80	5	244	55	11	153	66	5
19-Mar-24	44	410	55	12	233	94	6	256	54	11	170	76	5
20-Mar-24	46	421	56	11	189	65	4	220	56	10	132	55	4
21-Mar-24	44	292	55	11	138	55	3	155	55	11	101	46	3
22-Mar-24	44	396	56	12	192	72	7	233	56	11	144	60	6
23-Mar-24	45	306	57	12	151	57	4	144	56	11	102	47	4
24-Mar-24	42	85	58	16	70	44	6	42	58	16	56	38	6
25-Mar-24	36	62	56	20	28	24	6	42	56	19	22	19	6
26-Mar-24	43	348	55	12	192	84	6	149	54	11	103	57	6
27-Mar-24	42	254	56	14	142	77	8	163	56	14	109	63	8
28-Mar-24	-	338	-	-	-	-	-	235	-	-	-	-	-
29-Mar-24	44	311	55	10	151	45	4	129	54	9	86	29	3
30-Mar-24	43	210	59	16	130	75	6	130	58	15	100	62	6
31-Mar-24	41	88	58	17	49	34	5	51	58	17	38	28	5
Monthly Average	**42**	**233**	**56**	**13**	**119**	**51**	**4**	**138**	**55**	**13**	**89**	**42**	**4**
Monthly Total	**-**	**7,223**	**-**	**-**	**3,580**	**1,531**	**124**	**4,280**	**1,658**	**-**	**2,657**	**1,260**	**118**

ITEM NO. **4**

INFORMATION FOR MEETING
OF THE SUPERIOR BOARD OF TRUSTEES

AGENDA ITEM:	**Consideration of the Discovery Office Park Planned Development Amendment #2 (Case No. PDA-2024-01)**
MEETING DATE:	**April 22, 2024,** ***continued from April 8, 2024***
PRESENTED BY:	**Matt Magley, Town Manager** **Lisa Ritchie, AICP, Planning and Building Director**
PRESENTED FOR:	**Action**

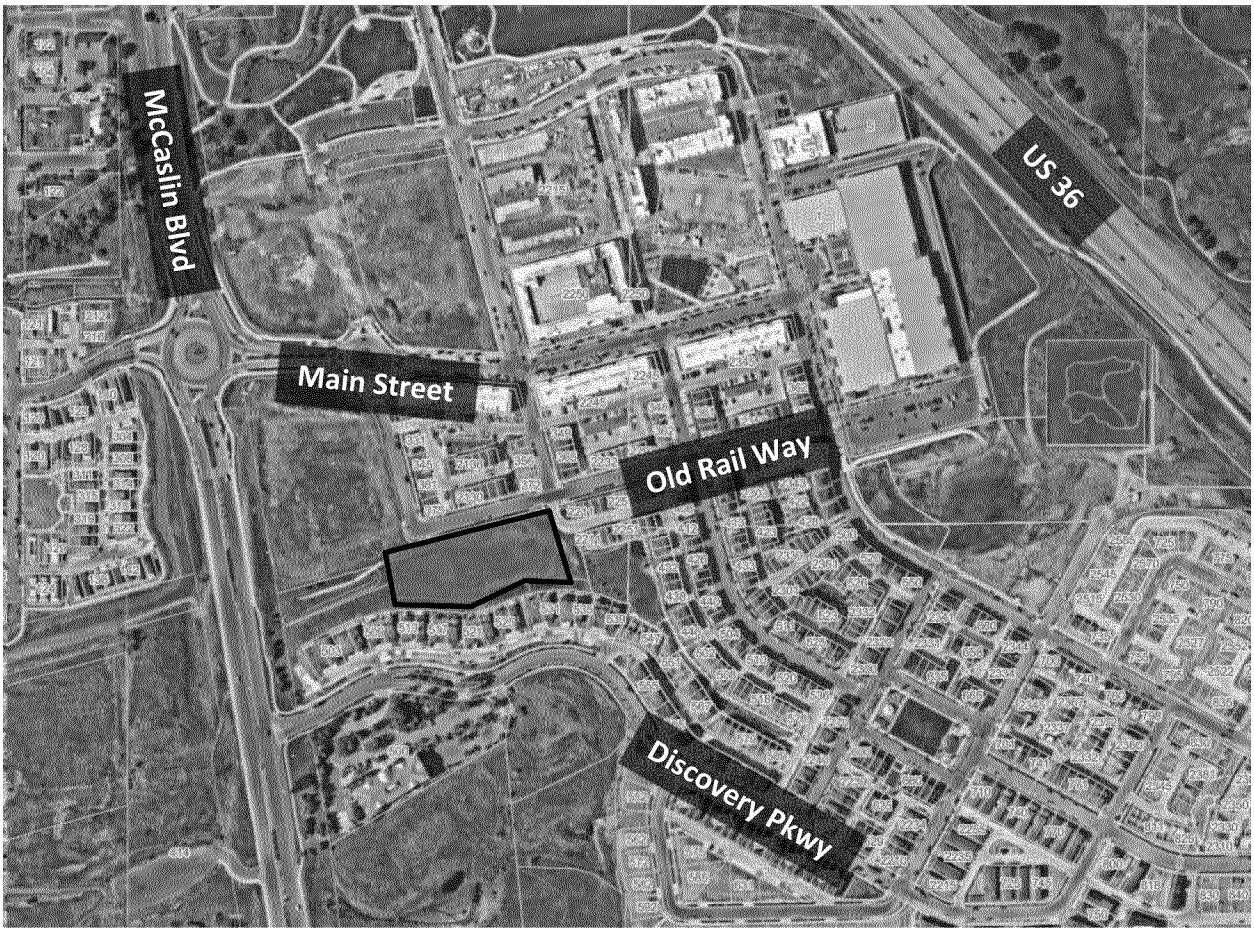
Item:	Case No. PDA-2024-01
Applicant:	Pennrose, LLC, with consent of the property owner Aweida Properties, Inc.
Existing Zoning:	Planned Development – Discovery Office Park
Location:	Lot 21, Block 1, Discovery Office Park/Superior Town Center Replat 3
Request:	Targeted amendment to Discovery Office Park PD (Case No. PDA-2024-01) for Lot 21, Block 1 to establish the use as senior affordable housing and to amend certain development standards.

SUMMARY:
This memo and the information provided in the packet remain unchanged from the April 8, 2024 information.

The applicant, Pennrose, requests approval of a Planned Development Amendment #2 (PDA) for Lot 21, Block 1 to establish the use as senior (persons 55 years of age or older) affordable housing and amend certain development standards for this lot. The lot is within the existing Discovery Office Park Planned Development, originally approved in 2001, and amended most recently in 2014. The 2014 PD states the following for this lot:

The development at the northern boundary of Discovery is now served by the Marshall Rd extension and Street Three (now Old Rail Way) and fits into the new Town Center grid. The northern/lower flex building #2 would be limited to commercial and/or residential uses and will be the last parcel to be developed so as to better respond to Town Center development. Building #2 will conform to STC Design Guidelines for both the building and the property development.

VICINITY MAP:



BACKGROUND:

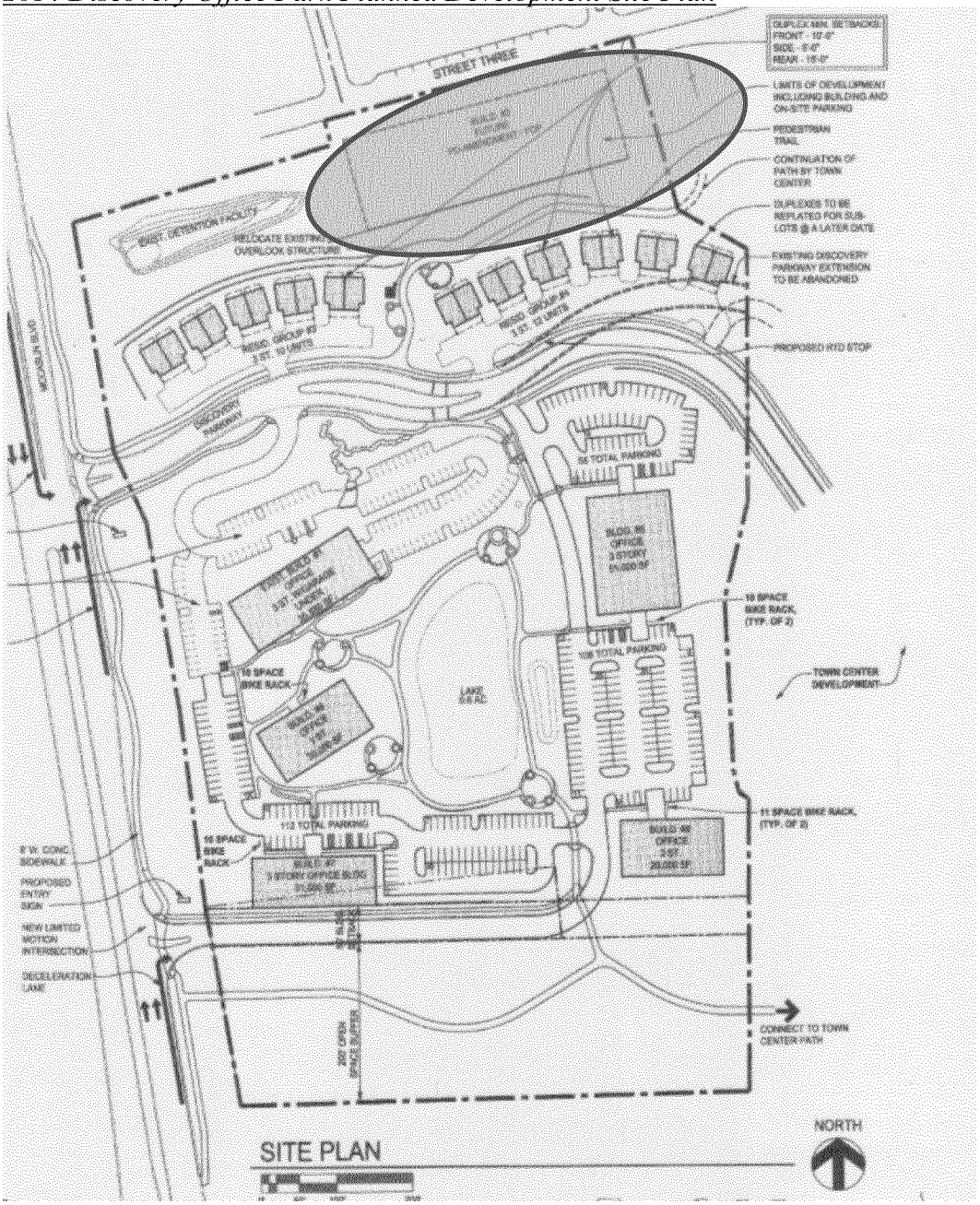
Discovery Office Park Planned Development

The majority of the area currently known as Discovery Office Park was annexed into the Town in 2000, and a PD Plan was approved in 2001, followed by a Final Development Plan (FDP) authorizing construction of the existing office building along Discovery Parkway in 2003.

In 2014, the Town annexed the central portion of the Discovery Office Park and approved a Planned Development Amendment to incorporate that central area in the development and to allow residential uses on the northern portion of the area. An FDP authorizing construction of the existing duplexes along Canary Lane was approved in 2018.

The 2014 PD Amendment recognizes that this particular lot, while within the Discovery Office Park PD area, was oriented towards and should integrate with Downtown Superior, as it fronts Old Rail Way to the north. As such, the lot is required to comply with applicable Superior Town Center Design Guidelines and was intended to be the last lot approved for developed in this part of the Downtown to ensure compatibility. This lot was also intended to be accessed from Old Rail Way and served by utilities located within that street. This site was also included within the overall drainage design for Downtown Superior. There was no anticipated site plan for this particular lot and the 2014 PD Amendment acknowledged a future PD Amendment and FDP would be required to further define and establish the development parameters for this lot.

2014 Discovery Office Park Planned Development Site Plan



Background on Affordable Housing in Superior
Currently, there is no deed restricted affordable housing within the Town of Superior. The following describes the efforts the Town has taken in the past few years to support development of affordable housing:

- In 2018, the Town signed on to the Boulder County Regional Housing Partnership's goal of having 12% of all housing units in the County be affordable by 2035.
- In 2020, the Town adopted an Inclusionary Housing Ordinance which requires 15% of units in new developments be affordable.
- In 2023, the Town opted in to Proposition 123 with the State of Colorado to become eligible for funding and other programs related to affordable housing. Part of the Town's commitment is that we issue building permits for at least 22 affordable units by 2027.
- The Town is mid-way through its first Housing Plan, which will establish goals and strategies to meet the needs of the community related to housing. The Housing Needs Assessment identified the need for additional housing types for the senior population in the community, among other needs.
- The upcoming Comprehensive Plan update could identify future locations for housing based on the goals and strategies finalized in the Housing Plan.

PROPOSAL SUMMARY:
The proposal applies only to Lot 21 on the northern end of the Discovery Office Park PD for the purpose of establishing the use as senior affordable housing and to amend certain development parameters for this lot. The remainder of the Discovery Office Park PD remains unchanged and in effect. Pennrose is a private affordable housing developer that intends to develop the property with approximately 48 deed-restricted for-rent units for persons 55 years of age and older. At this time, the applicant plans an affordability program would be income averaged at 60% Annual Median Income (AMI), with eligibility ranging from 30% to 80% AMI. They would own and manage the project pursuant to a Town-approved deed restriction. The project is also seeking funding from the Colorado Housing and Finance Authority (CHFA), along with other state and federal funding programs and, if funded, would also be subject to their requirements and ongoing obligations.

As noted above, this lot is subject to the Superior Town Center Design Guidelines. The application proposes to establish the following development standards and exceptions at this time, and would also have to go through the Final Development Plan (FDP) process to ensure the final project is reviewed and approved for compliance by the Town prior to any development.

Maximum Building Height:
The application proposes to establish a maximum absolute building height in USGS rather than a maximum height from average grade. Essentially, this provides certainty to the neighbors at the PDA level, rather than measuring height from a grade that is not yet finalized through the site development plan process at the time of FDP. This lot has significant fall between the basement grade of the duplexes on Canary Lane (elevation ranging between 5542 and 5548) and Old Rail Way (elevation roughly 5504).

The PDA plan sets 77.5% of the building footprint at maximum elevation of 5540.5 and allows 22.5% of the footprint to go up to elevation 5550.5 for entry elements, towers, mechanical screens,

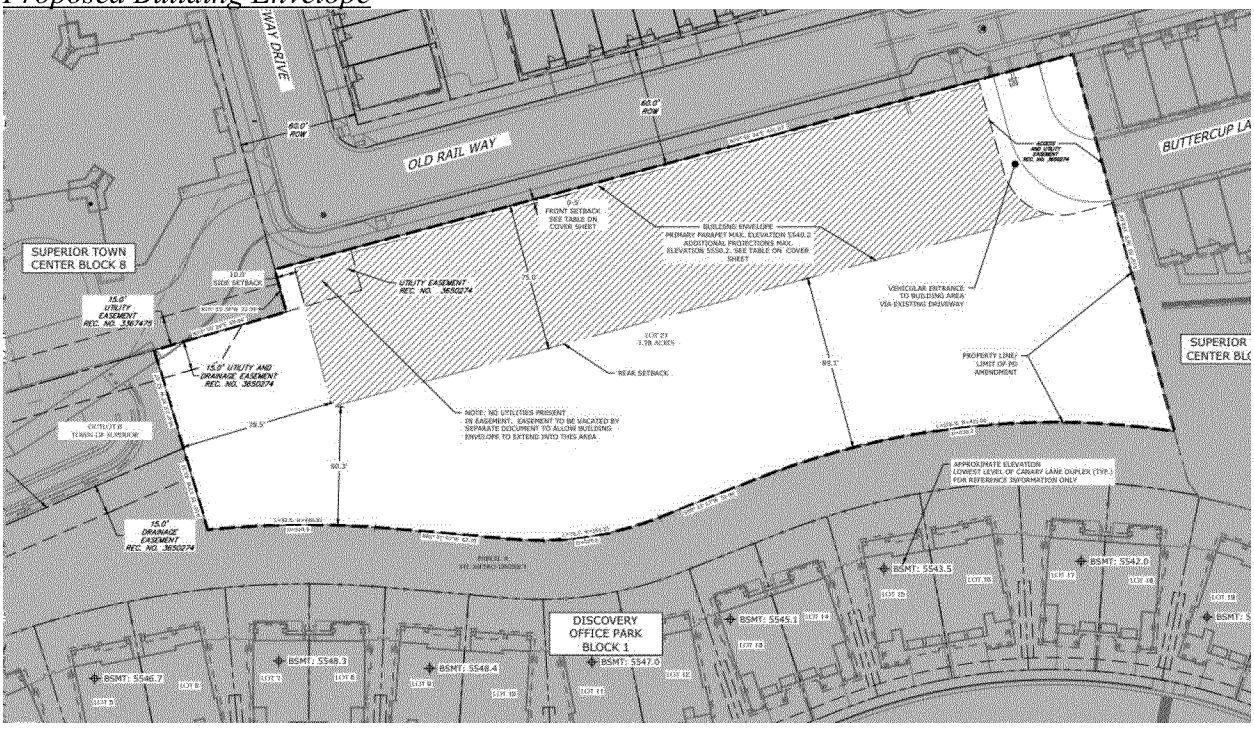
and the like. This would keep the majority of the building below the elevation of the basement of the homes on Canary Lane, with small areas encroaching up to an additional 10 feet in height. The PDA also sets a maximum of three stories for the site.

Building Footprint:
The PDA establishes the area in which a structure could be located within the lot, as shown in the hatched area in the image below. The hatched area allows a building envelope of 75 feet into the lot from Old Rail Way. The remainder of the lot would be open and landscaped. This ensures that development on this property is integrated and connected to the fabric of Downtown Superior. Driveway access and pedestrian entryways into the site will occur from Old Rail Way and Buttercup Lane.

The PDA also sets forth a requirement that at least 30% of the lot is open space, and creates a maximum Floor Area Ratio of 1.5. The following building setbacks are also proposed:

- Front (Old Rail Way): 70-80% of bldg setback at 0'-3'; 20-30% of bldg setback at 3'-5'
- Side: 10' Minimum
- Rear: 75' Maximum from Old Rail Way

Proposed Building Envelope



Parking:
The PDA proposes to establish a parking ratio based on the use as a senior affordable residential development, as follows:

0.5 Spaces per Unit
0.1 Space per Unit for Visitor Parking

For comparison, the following parking ratios apply to Superior Town Center PD and Discovery Office Park PD:

Discovery Office Park	
1 Br Unit	1.5 Spaces
2 Br Unit	2.0 Spaces
Visitor Spaces	0.25 per Unit
Superior Town Center	
1 Br Unit	1.25 Spaces
2 Br Unit	1.5 Spaces
Visitor Spaces	0.1 per Unit

Additionally, the PDA would establish exceptions to the Superior Town Center Design Guidelines *(Design guidelines language in italics):*

- 6.3B: Floor to floor height of ground level to second floor shall range from 12'-16'
  - *14'-18' is required in the Design Guidelines*
- 6.4F: Green roof is not required
  - *10% of roof area on residential structures is required to be "green" planted areas*
- 8.4B: The primary roof form may be a flat roof regardless of building height
  - *For structures less than 35' high, gable or hip roofs are preferred*
- 8.6B: Mechanically ventilated parking under buildings is allowed
  - *Garages under buildings should provide open ventilation and sunlight where possible. In instances where tuck-under parking is provided, natural ventilated parking is allowed so long as automobiles are screened from public view. Landscape screening is acceptable.*
- 8.9A: Private or semi-private open space, such as a yard, porch, patio or balcony, is not required
  - *Each residential unit will be provided with at least one private outdoor area such as a yard, porch, patio or balcony. Projecting and non-projecting Juliet balconies are allowed within the Town Center core.*
- 8.10B: High density residential flats typology may have 1-bedroom units ranging in size from 550 sf to 800 sf, and two bedroom units ranging in size from 800 sf to 1,200 sf
  - *Unit sizes range between 1,100 sf and 1,600 sf*

The PD does not set a maximum number of dwelling units, rather the final number of proposed units would be constrained by the building envelope parameters for the site. Provided the applicant can meet all provisions set forth in the PDA for parking, height, number of stories, setbacks, unit size, etc, there is flexibility in the final unit count.

Staff Analysis of Applicable Documents and Guidelines for Planned Developments
Superior Municipal Code: Planned Developments

Section 16-10-10 defines the purpose of a Planned Development, by allowing greater flexibility, as intended to be able to accommodate imaginative ideas in development and site design and to promote a greater facility for open space, more functional use of land and placement of structures in appropriate relationships to each other, to open space and to common facilities. Additionally, a PD is permitted when it is in the best interests of the Town and will promote good design, enhancement of environmental amenities, and increased efficiency of public services.
Section 16-10-30 defines the approval criteria for zoning to PD:

(1) The application is complete;
(2) The project is in the best interest of the Town;
(3) The project does not place an extraordinary financial burden on the Town; and
(4) The intent of applicable Town ordinances, Comprehensive Plan and all other policies is met.

Staff finds this proposed amendment (PDA #2) to be relatively minor, limited to one lot, and generally compatible with the intent of the established PD and applicable Design Guidelines, which are intended to secure a mix of residential and commercial uses with both the Discovery Office Park and Downtown Superior. Further, the Town's Comprehensive Plan discusses the need for a broader mix of housing, including senior housing, within the Town, and specifically in the Discovery Office Park and Downtown Superior.

The Town has undertaken layered efforts to support affordable housing development. This application directly supports these efforts and would meet the Town's obligation for compliance with Proposition 123 and advancing the Boulder County Regional Housing Partnership's goal of providing 12% of all housing units as affordable within the County.

Maximum Building Height:
Staff is supportive of the concept of establishing a maximum absolute building height for this PDA given the extensive grading work that would need to occur to develop the site. Typically, height is measured from average finished grade, and on a lot with roughly 40' of elevation difference, there is high variability what the final finished grade could be. The proposal provides the surrounding neighbors and the applicant certainty moving forward, and allows the applicant to design a grading plan that works best for the site without raising concern on impacts to viewsheds.

Building Envelope and Development Standards:
Staff finds the establishment of the building envelope and development standards reasonable and appropriate for the surrounding area. It mirrors the setbacks on properties adjacent and across the street along Old Rail Way, is consistent with the overall mass and scale of the neighboring blocks, and provides continuity in the established development pattern. The 2014 Discovery Office Park set the intent for this lot to develop in harmony with the surrounding area, and this PDA meets that intention.

Parking:
Staff is supportive of the request for a 0.5 space per unit and a 0.1 space per unit for visitors. Staff reviewed the following sources of information to make this determination.

Section 16.24.10 of the Superior Municipal Code establishes off-street parking ratios for development in the Town. The code currently includes the following:

Multiple-family housing for the elderly or handicapped: 0.5 spaces per unit
The code also provides the ability to substitute any ratio in the list with the most current Institute of Transportation Engineers (ITE) parking ratios. Staff consulted our on-call transportation planning consultant who confirmed that the current ITE recommends the following:

Affordable Housing – Senior: average rate of **0.42**, with a range of 0.33-0.58
Senior Adult Housing – Attached (non-affordable): average rate of 0.61, with a range of 0.45-0.67
Affordable Housing (non-senior): average rate of 0.99, with a range of 0.32-1.66

The applicant provided supportive documentation from utilization studies in the area demonstrating the rationale for their request. All are provided as attachments.

Staff is continuing to work with the applicant to provide Transportation Demand Management (TDM) strategies at the time of FDP to further support this parking request. Additionally, staff notes that the on-street parking in this part of Downtown will be time-restricted and managed by the Town, so overflow parking would be controlled with those efforts. RTD also currently provides transit in Downtown via the 228 route, with a stop roughly 1 block away from this site. The site is also less than a mile from McCaslin Station along the US 36 BRT.

Exceptions to the Superior Town Center Design Guidelines:
Staff finds these requests reasonable and consistent with the development that has occurred on the surrounding blocks in terms of design and form. The applicant intends to provide common interior space, and common exterior patios, balconies and/or shared spaces, rather than individual exterior spaces, to support and foster community and shared activity with the residents. The reduction in unit sizes is reasonable for the intended occupants on the site, and allows the site to contain additional supportive, community spaces, rather than larger, isolated units.

PLANNING COMMISSION RECOMMENDATION:
The Planning Commission held a public hearing on March 19, 2024 to consider the application. They voted 7-0 to recommend approval of the PDA with the following conditions:

- Applicant shall reduce reflectively of the roof to the extent possible;
- Applicant shall reduce the noise stemming from the mechanical ventilation of the parking area to the extent possible;
- Applicant shall add additional, meaningful outdoor space to the extent possible; and
- Additionally, the Planning Commission recommends the Applicant add 0.5 bike parking spaces per unit to accommodate for the decrease in parking.

FISCAL IMPACT SUMMARY:
A Fiscal Impact summary will be provided for this project at the time of Final Development Plan consideration.

STAFF RECOMMENDATION:
If the Board of Trustees finds the application meets the applicable criteria for approval of a Planned Development Amendment, staff has provided an Ordinance approving the the Second Amendment to the Discovery Office Park Planned Development, with the following conditions:

1. Within 90 days of the date of this Ordinance, Applicant shall make minor technical and redline corrections to the Second Amendment as identified by Town staff; and

2. Within 90 days of the date of this Ordinance, Applicant shall submit to the Town a complete and final PD Plan that includes the Second Amendment.

ATTACHMENTS:
- Ordinance
- Discovery Office Park PD Amendment #2
- Application Materials & Project Narrative
- Planning Commission Resolution

TOWN OF SUPERIOR
ORDINANCE NO. O-8
SERIES 2024

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR APPROVING A SECOND AMENDMENT TO THE PLANNED DEVELOPMENT PLAN FOR DISCOVERY OFFICE PARK (CASE NO. PDA-2024-01)

WHEREAS, Aweida Properties, Inc. (the "Owner") owns certain real property more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, and commonly known as Discovery Office Park (the "Property");

WHEREAS, in March 2001, the Board of Trustees approved an original Planned Development Plan (the "PD Plan") for the Property;

WHEREAS, in May 2014, the Board of Trustees approved the First Amendment to the PD Plan for the Property;

WHEREAS, the Owner authorized Pennrose Properties, LLC (the "Applicant") to file an application (the "Application") for a Second Amendment to the PD Plan (the "Second Amendment");

WHEREAS, pursuant to Section 16-10-30(c)(5) of the Superior Municipal Code (the "Code"), an amendment to a PD Plan is treated as a new plan, and the specific review criteria are set forth in Section 16-10-30(b) of the Code;

WHEREAS, on March 19, 2024, the Planning Commission held a properly-noticed public hearing on the Application and recommended approval with conditions;

WHEREAS, on April 8, 2024, the Board of Trustees held a properly-noticed public hearing on the Application; and

WHEREAS, the Board of Trustees, upon reviewing the recommendation of the Planning Commission, hearing the statements of staff and the public, and giving due consideration to the matter, finds and determines as provided herein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR, COLORADO, as follows:

Section 1. The Board of Trustees hereby finds that the Second Amendment, subject to the conditions set forth in Section 2 hereof, meets all of the criteria set forth in the Code and is consistent with the Town of Superior Comprehensive Plan.

Section 2. The Board of Trustees hereby approves the Second Amendment, subject to the following conditions:

a. Within 90 days of the date of this Ordinance, Applicant shall make minor technical and redline corrections to the Second Amendment as identified by Town staff; and

b. Within 90 days of the date of this Ordinance, Applicant shall submit to the Town a complete and final PD Plan that includes the Second Amendment.

Section 3. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one or part or parts be declared unconstitutional or invalid.

Section 4. Safety. This Ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

INTRODUCED, READ, PASSED AND ORDERED PUBLISHED this 22nd day of April, 2024.

_____
Mark Lacis, Mayor

ATTEST:

_____
Lydia Yecke, Town Clerk

Exhibit A
Legal Description

Lot 21, Block 1, Discovery Office Park/Superior Town Center Replat No. 3

LOT 21 BLOCK 1 DISCOVERY OFFICE PARK

PLANNED DEVELOPMENT AMENDMENT NO.2

SUPERIOR, COLORADO

LOT 21, BLOCK 1, DISCOVERY OFFICE PARK/ SUPERIOR TOWN CENTER REPLAT NO. 3

SITUATED IN THE WEST $\frac{1}{2}$ OF SECTION 19, T1S, R69W OF THE 6TH P.M.

LEGAL DESCRIPTION

LOT 21, BLOCK 1, DISCOVERY OFFICE PARK/SUPERIOR TOWN CENTER REPLAT NO.3, RECORDED APRIL 12, 2018 UNDER RECEPTION NO. 03650274, COUNTY OF BOULDER STATE OF COLORADO.

CONTAINS 1.784 ACRES

BASIS OF BEARING: ASSUMING THE NORTH LINE OF LOT 21, BLOC 1, DISCOVERY OFFICE PARK/SUPERIOR TOWN CENTER REPLAT NO. 3, AS BEARING NORTH 74°56'24"E AS MONUMENTED AS SHOWN ON THE PLAT, BEING A GRID BEARING OF THE COLORADO STATE PLAN COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/2011, A DISTANCE OF 421.03 FEET WITH ALL OTHER BERAING CONTAINED HEREIN RELATIVE THERETO.

THE LINEAR DIMENSIONS ARE CONTAINED HEREIN ARE BASED UPON THE "US SURVEY FOOT".

BENCHMARK: UDFCD DISK ON SOUTHEAST CORNER OF MCCASLIN BRIDGE OVER COAL CREEK, ELEVATION 5489.55 NAVD88 DATUM.

BOARD OF TRUSTEES CERTIFICATE

APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR, STATE OF COLORADO.

WITNESS MY HAND THE CORPORATE SEAL OF THE TOWN OF SUPERIOR DAY OF _____, 20_____.

ATTEST: _____ _____
TOWN CLERK MAYOR

PLANNING COMMISSION CERTIFICATE

RECOMMENDED APPROVAL THIS _____ DAY OF _____, 20_____, BY THE TOWN OF SUPERIOR PLANNING COMMISSION, RESOLUTION NO. PC _____ SERIES 20 _____.

TOWN CLERK CERTIFICATE

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS APPROVED BY THE BOARD OF TRUSTEES BY {RESOLUTION/ ORDINANCE} NO. _____, SERIES 20 ____, ON THIS _____ DAY OF _____, 20_____, AND WAS FILED IN MY OFFICE ON THE _____ DAY OF _____, 20 _____, AT _____O'CLOCK _____M.

_____
TOWN CLERK

CERTIFICATE OF OWNERSHIP:

I CERTIFY THAT I,_____, AM AN OWNER REPRESENTATIVE

OF THE PROPERTY AND CONSENT TO THIS PLAN.

IN WITNESS WHEREOF I HEREUNTO SET MY HAND THIS ___ DAY OF _____,

20___.

_____

AWEIDA PROPERTIES, INC.

STATE OF COLORADO)

) SS.

COUNTY OF BOULDER)

THE FOREGOING CERTIFICATE OF OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS

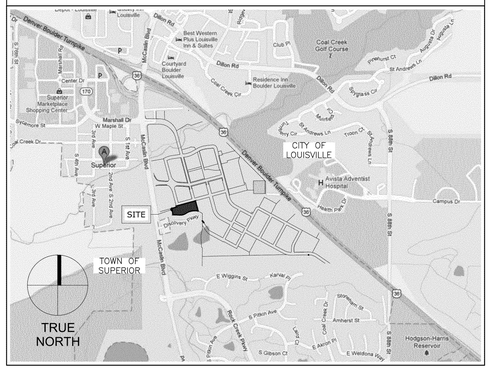
_____ DAY OF _____, 20__, BY

_____.

MY COMMISSION EXPIRES:_____

_____
NOTARY PUBLIC

VICINITY MAP



SCHEDULE OF USES

THE CONCEPTUAL USE FOR THIS PARCEL IS RESIDENTIAL.

THE ZONING FOR THIS PARCEL IS PLANNED DEVELOPMENT.

PERMITTED USES:

- ATTACHED RESIDENTIAL - SENIOR AFFORDABLE*
- ACCESSORY USES INCLUDING PARKING, LEASING OFFICE, AND RESIDENT AMENITIES

NO OTHER USES WILL BE PERMITTED WITHOUT THE APPROVAL OF THE TOWN OF SUPERIOR. ANY OTHER USES AND/OR DEVELOPMENT STANDARDS NOT SPECIFICALLY ADDRESSED BY THIS PLANNED DEVELOPMENT SHALL BE DETERMINED BY THE MOST CURRENT PROVISIONS OF THE TOWN OF SUPERIOR LAND USE CODE.

*"SENIOR" SHALL MEAN FOR PERSONS 55 YEARS OF AGE AND OLDER. AFFORDABLE SHALL BE CONSISTENT WITH THE SUPERIOR MUNICIPAL CODE DEFINITION OF AFFORDABLE HOUSING DEVELOPMENT AS STATED IN SECTION 16-38-20.

SCHEDULE OF REQUIREMENTS

MAXIMUM BUILDING ELEVATION:	ELEVATION 5540.5' NAVD 88 ELEVATION 5550.2' NAVD 88 (ENTRY ELEMENTS, TOWERS, MECHANICAL SCREENS - LIMITED TO 22.5% OF THE FOOTPRINT) THESE ELEVATIONS SUPERCEDE BUILDING "HEIGHT" MEASUREMENTS FROM AVERAGE GRADE AS OUTLINED IN TOWN CODE
MAXIMUM NUMBER OF STORIES:	3 ABOVE STREET LEVEL
MAXIMUM FLOOR AREA RATIO:	1.5
BUILDING SETBACKS:	
FRONT (OLD RAIL WAY):	70-80% OF BUILDING SETBACK 0'-3'; 20-30% OF BUILDING SETBACK 3'-5'
SIDE:	10 FEET MINIMUM
REAR:	75 FEET MAXIMUM FROM OLD RAIL WAY
OFF-STREET PARKING REQUIRED:	
RESIDENTIAL - AFFORDABLE:	0.5 SPACES PER UNIT, 0.1 VISITOR SPACE PER UNIT
OPEN SPACE:	30% MINIMUM

DESIGN ELEMENTS

DEVELOPMENT AND ARCHITECTURE SHALL CONFORM TO APPLICABLE PROVISIONS OF THE SUPERIOR TOWN CENTER DESIGN GUIDELINES FOR PLANNING AREA 2, WITH THE FOLLOWING EXCEPTIONS:

- 6.3B: FLOOR TO FLOOR HEIGHT OF GROUND LEVEL TO SECOND FLOOR SHALL RANGE FROM 12' TO 16'
- 6.4F: GREEN ROOF IS NOT REQUIRED
- 8.4B: THE PRIMARY ROOF FORM MAY BE A FLAT ROOF REGARDLESS OF BUILDING HEIGHT
- 8.6B: MECHANICALLY VENTILATED PARKING UNDER BUILDINGS IS ALLOWED
- 8.9A: PRIVATE OR SEMI-PRIVATE OPEN SPACE, SUCH AS A YARD, PORCH, PATIO, OR BALCONY, IS NOT REQUIRED.
- 8.10B: HIGH DENSITY RESIDENTIAL FLATS TYPOLOGY MAY HAVE 1-BEDROOM UNITS RANGING IN SIZE FROM 550 TO 800 SF, AND TWO BEDROOM UNITS RANGING IN SIZE FROM 800 TO 1,200 SF.

PROPERTY OWNER
AWEIDA PROPERTIES INC.
500 DISCOVERY PARKWAY
SUITE 300
SUPERIOR, CO 80027
DAN AWEIDA
303-664-9520

DEVELOPER
PENNROSE, LLC
1800 WAZEE STREET
SUITE 353
DENVER, CO 80202
SHANNON COX BAKER
720-307-8151

CIVIL ENGINEER
CIVIL RESOURCES, LLC
JIM BRZOSTOWICZ, P.E.
PRINCIPAL / CIVIL ENGINEER
8308 COLORADO BLVD, SUITE 200
FIRESTONE, CO 80504
303-833-1416 X 203

ARCHITECT
SAR+
1550 WYNKOOP STREET
SUITE 100
DENVER, CO 80202
SEAN JURSNICK, AIA
303-634-8660

SURVEYOR
KING SURVEYING
PAUL GROVES
650 E. GARDEN DRIVE
WINDSOR, CO 80550
paulg@kingsurveying.com

SHEET INDEX	
NUMBER	TITLE
1	COVER SHEET
2	SITE PLAN

LOT 21 BLOCK 1 DISCOVERY OFFICE PARK
PLANNED DEVELOPMENT AMENDMENT NO.2
SUPERIOR, COLORADO

REVISIONS

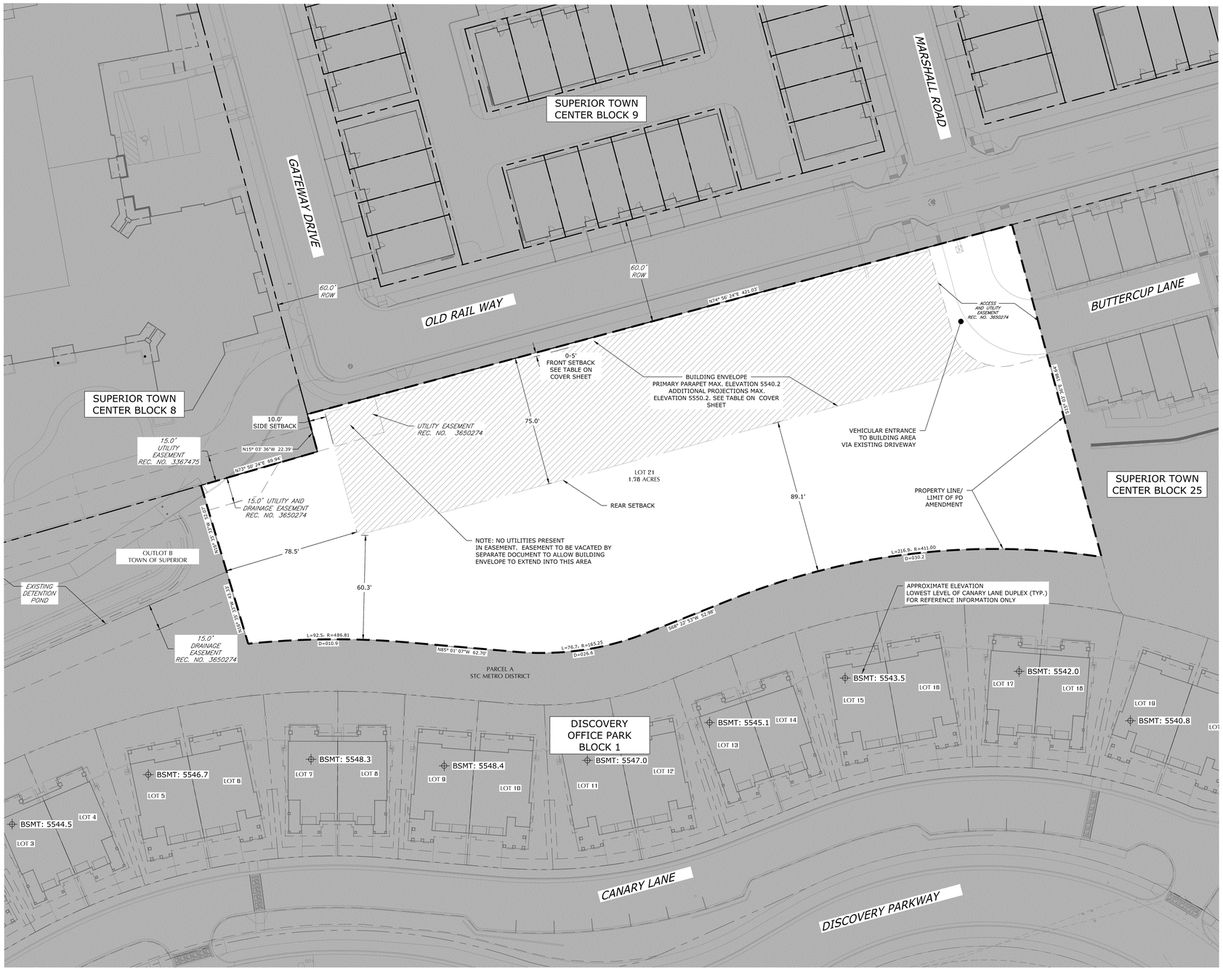
NO.	DESCRIPTION	DATE
1	STAFF COMMENTS	3/15/24

Vested Rights:
This Plan constitutes a Site Specific Development Plan as defined in Section 24-68-101, et, seq., C.R.S., and Chapter 16 of the Superior Municipal Code. The terms and conditions of such plan approval are contained in Resolution No._____ adopted by the Town Board of Trustees on _____ and available at the , available at the Superior Town Hall, 124 East Coal Creek Drive, Superior, Colorado.

DESIGNED BY: JAB DATE: 02/20/2024
DRAWN BY: CLH SCALE:NONE
CHECKED BY: JAB
JOB NO.: 365.001
DWG NAME: DOPLot21PDA_CVR.dwg

COVER SHEET

SHEET:
SHEET 1 OF 2





NORTH

0 15 30
(IN FEET)
1"=30'

THIS PDA

LEGEND:

SEPARATE FDP

PROPERTY LINE

PDA LIMIT LINE

EASEMENT

AREA OUTSIDE PDA LIMITS

BUILDING ENVELOPE

LOT 21 BLOCK 1 DISCOVERY OFFICE PARK
PLANNED DEVELOPMENT AMENDMENT NO.2
SUPERIOR, COLORADO

REVISIONS		
NO.	DESCRIPTION	DATE
1	STAFF COMMENTS	3/15/24

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DESIGNED BY: JAB	DATE: 02/20/2024
DRAWN BY: CLH	SCALE:1"=30'
CHECKED BY: JAB	
JOB NO.: 365.001	
DWG NAME: DOPLot21PDA_OSP.dwg	

SITE PLAN

SHEET:
SHEET 2 OF 2

J:\Penrose - 365\365.001 Superior\Drawings\Sheets\PDA\DOPLot21PDA_OSP.dwg

Development Application Form

Town Hall ▪ 124 E. Coal Creek Drive ▪ Superior, CO 80027
303-499-3675 ▪ (fax) 303-499-3677 ▪ www.superiorcolorado.gov

Important Notes: Please print or type the Development Application Packet form and enclose all required submittal documents as necessary. Applications will not be processed until all required information is provided to the satisfaction of the Town of Superior. Refer to the items listed in the Superior Development Application Standards (SDAS) relating to each specific type of applications(s) for the submittal requirements. Refer to Article II of the Land Use Code (LUC)-(Chapter 16 of the Superior Municipal Code) for the steps of the review process for each type of application. The Development Application Packet and the SDAS are separate files on the Town's website, or are also available at Town Hall. Most applications require a pre-application conference. Please contact Town planning staff for more information.

For Town Use	
Case Number: PDA-2024-01	Received by: Lisa Ritchie
Date Submitted:	Deposit Submitted:

Application Type:

Annexation:

☐Annexation – Major (10+ Acres)
☐Annexation – Minor (less than 10 acres)
☐Annexation - Enclave

Subdivision:

☐Preliminary Plat – Major Subdivision
☐Subdivision Exemption
☐Final Plat – Major Subdivision
☐Lot Line Adjustment
☐Final Plat – Minor Subdivision
☐Street/Alley/Easement Vacation

Zoning:

☐Zoning/Rezoning
☐Special Use Permit
☐Conditional Use Permit
☐Temporary Use Permit

Site Development Plan:

☐Site Development Plan (SDP)
☐Site Specific Development Plan
☐SDP Amendment – Major
☐SDP Amendment - Minor

Planned Development:

☐PD Plan (Zoning)
☐PD Plan Amendment
☐Final Development Plan (FDP)
☐FDP Amendment - Major
☐FDP Amendment - Minor

Miscellaneous:

☐Comprehensive Plan Amendment
☐Major Public Improvement
☐Historic Designation
☐Sign Permit (separate form)

Board of Adjustment:

☐Variance
☐Appeal

Project Data:

Project Name: Planned Development Amendment, Discovery Lot 21 Block 1

General Location and Street Address of Project Property: Lot 21, Block 1, Discovery Office Park/Superior Town Center Replat No. 3

Lot: 21 Block: 1 Section: 19 Township: 1S Range: 69W

Subdivison/Planned Development Name: Discovery Office Park

Existing Use: Vacant

Current Zoning: *Town*: PD *County*:

Proposed Use: Residential Affordable Housing Acreage: 1.78

Property Owner Data:

Name: Aweida Properties Inc.

Address: 500 DISCOVERY PKWY 300, Superior CO 80027

Phone: 303-263-1801 Email: dan@aweida.com

Application Representative Data:

Name: Shannon Cox-Baker

Company: Pennrose, LLC

Address: 1800 Wazee St, Suite 353 Denver, CO 80202

Phone: 720-307-8151 Email: sbaker@pennrose.com

Certification

I certify that the information and exhibits I have submitted are true and correct to the best of my knowledge and in filing the application and submittal documents, I am acting as and/or with the knowledge and consent of those persons who are owners of the subject property or are parties to this application. I agree to pay all costs pursuant to Section 16-1-60 of Chapter 16, Land Use Code of the Superior Municipal Code, as it exists and as it may be amended. I am submitting a deposit with this application and understand that the deposit and any additional deposits will be drawn on to pay the actual costs incurred by the Town in reviewing this application. I further agree that I will replenish the deposit as provided in Section 16-1-60. I agree that all submittal documents required by the Land Use Code must be submitted before this application is considered completed for review by the Town.

02/16/2024 RVP, Pennrose

Signature Date Title*

*If agent for owner, attach permission or other documents that certify agent's right to submit and process application.

PENNROSE
Bricks & Mortar | Heart & Soul

Project Narrative
Discovery Office Park Planned Development Amendment #2

February 20, 2024

INTENT

The purpose of the Planned Development Amendment #2 (PDA2) is to propose revisions to the Discovery Office Park Planned Development Amendment (PDA1), approved July 15, 2015. The changes proposed in this PD Amendment are only applicable to the area within the boundary of Lot 21, Block 1, Discovery Office Park/Superior Town Center Replat No. 3.

INTRODUCTION

The current Discovery Office Park Planned Development (PDA1) outlines allowable uses and other development parameters for Discovery Office Park. Subsequent Final Development Plan (FDP's) detailed specific improvements within the overall PD boundaries, including realignment of Discovery Parkway to connect to Downtown Superior (FDP2), and construction of twenty (20) duplex units along Canary Lane (FDP3). These improvements have been constructed. The PDA1 specifically excluded the area containing "Building #2", which is now Lot 21, noting that this area is subject to a future PD amendment.

The proposed PDA #2 addresses this area to establish the use, setbacks, and other development parameters for Lot 21.

PROPOSED USE

This project is an opportunity to create the first LIHTC-financed income-restricted AND first age-restricted development in the Town of Superior - a vibrant community that sorely needs both as it experiences the rapid (and successful) development of luxury market rate housing in the new Downtown Superior. Exacerbating the demand for affordable housing, the 2021 Marshall Fire, Colorado's most destructive wildfire in history, destroyed 391 homes in Superior, and collectively, over 1,000 homes in Boulder County. Many households impacted by the fire are still struggling to regain their footing. The opportunity for an income and age-restricted use on Lot 21 will have a measurable and material impact on the housing supply – affordable or otherwise – in the Superior and Boulder County communities.

The project would provide much needed affordable housing for older adults aged 55+ in an ideal location, adjacent to the commercial core Downtown Superior. Utilizing the Income Averaging program, the units will be restricted to senior households earning at or below 30%, 40%, 50%, 70% and 80% AMI. The specific unit mix and total number of units will be determined in a future FDP application, but the site has the capacity to support approximately 45-50 units.

The development is led by Pennrose, LLC (Pennrose), a long-standing and highly experienced affordable housing developer with an office in Denver. The property will be managed by Pennrose Management Company (PMC), a national property management company with over 13,000 units under management, including a 56-unit supportive housing development in Denver. The majority of PMC's units under management are regulated through LIHTC, HUD or other state/local programs.

In January, the Boulder County Housing Authority (BCHA) Board of Commissioners authorized BCHA staff to proceed with facilitating a Special Limited Partnership for the development, which if approved, will allow Pennrose to leverage additional private capital through a property tax and sales & use tax exemption. Pennrose and BCHA are fully committed to the success of the project and will continue to advance design and programming, if awarded tax credits, the project will be ready to close and start construction in early 2025.

Utility main lines, drainage and access to Lot 21 were provided with development of Downtown Superior. No major infrastructure is required for development of this lot.

DEVELOPMENT PARAMETERS

Building Height:

Based on recent Town experience with approval of Block 8 in Downtown Superior, the applicant understands the priority to preserve views from the neighbors on Canary Lane. To that end, this PDA proposes a maximum building elevation of 5,540.2 feet to the primary parapet. Unlike building "height" which is measured from average grade per Town Code, this maximum elevation is intended to provide a defined viewshed. For reference, the lowest walk out basement on Canary Lane is situated at approximately elevation 5540.8 feet, so the primary parapet on Lot 21 will be below the basement elevation. The maximum elevation of the existing townhomes on the north side of Old Rail Way is 5543.5, and the maximum elevation of the recently approved Block 8 apartment is 5568.06.

The PDA proposes an allowance for additional elevation of up to 5550.2 feet to allow for stair towers, mechanical screens, solar panels, and other building appurtenances. The maximum percentage of the building footprint that can exceed elevation 5540.2 is 22.5%.

Number of Stories and Floor Area Ratio

This PDA limits the number of stories to three. Due to the slope of the site, the south edge of the building will be buried in the hillside, and the south elevation of the building will present as a two-story building.

The maximum Floor Area Ratio (FAR) is 1.5. This is consistent with the current PDA.

Setbacks

Front: To create variation along the façade, the applicant requests allowing zero setback to the ROW for door swings and architectural interest features, elements, awnings, canopies, and projections along with the following building form setbacks-

- 20-30% of frontage will be at 3'-5'
- 70-80% setback between 0-3'

Sides: The proposed side setbacks are 10 feet. On the east side of the lot, there is an existing access easement for Buttercup Lane, which will restrict the building envelope to 50 feet from the eastern property line. On the west side of the property, there is an existing utility easement extending approximately 40 feet from the property line. This easement has no utilities present and is not needed. A future FDP will request vacation of the easement to allow the building to meet the 10-foot setback.

Rear: This site is irregularly shaped, so the rear setback is proposed at 75 feet south of Old Rail Way (the front of the building). This acknowledges the likely rectangular shape of the building, and the goal of minimizing cut into the hillside.

The resulting "building envelope", as depicted on Sheet 2 of the PDA, includes approximately 26,500 square feet of the lot. The southern edge of the building envelope ranges from 90 to 135 feet from the rear property lines of the Canary Lane duplexes. Additional development of retaining walls, drainage, and site amenities will extend outside of the building envelope.

Open Space

This PDA proposes a minimum open space of 30% of the lot area. This is consistent with the current PD. Note that the 26,500 SF building envelope represents only 34% of the lot area, so the actual open space will by default exceed 30%.

This PDA does not propose specific improvements in the open space area. The applicant acknowledges the foal of minimizing water use for conservation and hillside stability, the desires of the neighbors to avoid view restrictions that may develop with tall vegetation. It is anticipated that a future FDP will include primarily a native seed mix with some low elevation, low water use plantings near the rear of the building. This is consistent with the exiting hillside below the Canary Lane townhomes and within the adjacent Downtown Superior Block 25 to the east.

Off Street Parking

By nature, an age and income restricted property generates a lower parking demand than an unrestricted property. Based on local (Superior), regional and relevant industry wide parking demand and utilization studies, the applicant is requesting a parking ratio of 0.5 spaces per unit plus 0.1 visitor spaces per unit (total 0.6 spaces per unit). The Town of Superior Code (16-24-10(a) lists a ratio of 0.5 spaces per unit for "multiple-family housing for the elderly or handicapped". Refer to supplemental parking studies submitted with this application.

Design Guidelines:

Per the current PDA, this area is subject to *the Superior Town Center Design Guidelines*. The proposed PDA requests deviation from the *Design Guidelines* on the following items:

- Planning Area: The Design Guidelines include criteria for various Planning Areas. This area was not specifically included in any Planning Area. This PDA clarifies that the subject site is considered part of Planning Area 2. This is consistent with all areas of Downtown Superior north of Old Rail Way.
- Section 6.3B: floor to floor height of ground level to second floor shall range from 12' to 16'
- Section 6.4F: green roof is not required
- Section 8.4B: the primary roof form may be a flat roof regardless of building height
- Section 8.6B: mechanically ventilated parking under buildings is allowed
- Section 8.9B: private or semi-private open space, such as a yard, porch, patio, or balcony, is not required.
- Section 8.10B: High Density Residential Flats typology may have 1-bedroom units ranging in size from 550 to 900 sf, and two-bedroom units ranging in size from 800 to 1,200 sf.

Pedestrian Trail

PDA1 indicated construction of a pedestrian trail from Discovery Parkway to Old Rail Way. This trail was investigated as part of FDP3 (Canary Lane Duplex) proposal and found to be not technically feasible. FDP3 was approved without the trail. Construction of the duplexes prohibits a trail connection in any configuration. For this reason, trail connection has been removed from this PDA.

COLORADO
Department of Local Affairs
Division of Housing

January 19, 2024

Ms. Kathryn Grosscup
Manager, Housing Tax Credit
Colorado Housing and Finance Authority
1981 Blake Street
Denver, CO 80202

RE: KITE ROUTE CROSSING — Pennrose, LLC

Dear Ms. Grosscup:

The purpose of this letter is to provide support for Pennrose, LLC in their application for federal low-income housing tax credits for the Kite Route Crossing project. The Colorado Department of Local Affairs-Division of Housing (DOH) supports this project, which proposes to provide 48 units of affordable housing for residents of Superior. The project will contain 10 units (20.83%) serving households at or below 30% AMI.

Historically, DOH has provided grants and loans to assist with the creation of affordable housing units through acquisition/rehabilitation, and new construction. The sources of these funds have included Federal HOME and CDBG funds, along with general funds allocated for housing by the State of Colorado. DOH anticipates and will accept an application for funds from Pennrose, LLC upon award of tax credits. DOH funding will be conditioned upon but not limited to the following items, as discussed with the applicant:

- Letter of interest/term sheets from lender and equity investor.
- Identification of gap in permanent financing demonstrating need for DOH funds.
- Compliance with all applicable federal and state crosscutting requirements.

All applications for DOH funding are subject to the availability of funds and a competitive underwriting process. Minimum underwriting requirements are further described in the DOH application instructions. Projects that meet these requirements are eligible to apply for funding.

Please contact me at 720.682.5243 or pamela.gibson@state.co.us if you have additional questions about DOH support for this project.

Sincerely,

Pamela (Pamm) Gibson
Housing Development Specialist

Boulder County

Housing Authority

P.O. Box 471, Boulder, CO 80306 • Tel: 303.441.3929 Fax: 720.564.2283

www.BoulderCountyHHS.org

January 30, 2024

1800 Wazee St., Suite 353
Denver, CO 80202

Dear Pennrose LLC,

We have received your request to the Boulder County Housing Authority (BCHA) for participation in the Kite Route Crossing project consisting of 48 units of affordable senior housing to be located in the Town of Superior, Downtown district.

BCHA's participation is subject to the submission and complete review of the application and any requested supplemental information that meets the requirements defined in the Special Limited Partnership Development Participation Agreement Policy. Based on our preliminary review of the information submitted, it appears that the project can meet the criteria for BCHA's participation as such could be favorably considered by BCHA.

BCHA's participation is also subject to successful negotiation of business terms and conditions including a Payment in Lieu of Taxes (PILOT) from available cash flow; completion of our review of due diligence items; and obtaining BCHA's Board of Commissioner's approval. BCHA would become a Special limited Partner in the project for the sole purpose of providing property tax exemption and sales and use tax exemption during construction in accordance with state law. Based on the information provided, the project may qualify for full tax exemption.
We are also happy to consider partnership to acquire additional state funds such as Prop 123 gap funding.

If you have any questions, please contact Lauren Cely, Development manager at lcely@bouldercounty.gov

Sincerely,

Susana Lopez-Baker
Susana Lopez-Baker
Interim Executive Director

Claire Levy *County Commissioner* **Marta Loachamin** *County Commissioner* **Ashley Stolzmann** *County Commissioner*

Sister Carmen
COMMUNITY CENTER
A Family Resource Center

January 31, 2024

Colorado Housing and Finance Authority
1981 Blake St.
Denver, CO 80202

To CHFA Tax Credit Staff:

Sister Carmen Community Center (SCCC) would like to express its strong support for Kite Route Crossing, a development proposed by Pennrose, LLC. This project would be the first Low Income Housing Tax Credit (LIHTC) project in Superior, CO, and is much needed. After meeting with the Pennrose team and the Town of Superior to discuss their proposal, we are convinced of the merits of the development and the positive impact it will have for the Superior community.

The dramatic need for more affordable housing options for seniors in Boulder County is well documented and continues to grow. This is especially true for Superior's senior population, who struggle to find affordable housing in their community. We are also excited at the opportunity for nonprofit organizations like SCCC to utilize community space in the project's first floor to offer senior support services for the entire community of Superior.

Sister Carmen Community Center believes it is imperative to support projects that will allow more Superior seniors access to much needed affordable housing and senior services where they most prefer to reside.

Please feel free to contact our organization to further discuss this important opportunity.

Sincerely,

Suzanne Crawford
CEO
303-665-4342 ext. 104
suzanne@sistercarmen.org

Boulder County

Department of Housing & Human Services

3460 Broadway • Boulder, Colorado 80304 • Tel: 303.441.1000 Fax: 303.441.1523
515 Coffman Street • Longmont, Colorado 80501 • Tel: 303.441.1000

www.BoulderCountyHHS.org

CHFA
1981 Blake Street
Denver, CO 80202

January 26, 2024

Re: Letter of Support for Pennrose Development proposed senior site in Superior, CO

To Whom It May Concern,

I am writing in support of Pennrose Development's proposed senior site in Superior, CO.

As I understand it, the proposed site would bring much need affordable senior housing to Boulder County. This is a critical need in Boulder County, which already faces a scarcity of affordable housing, given that by 2050, the older adult population is expected to increase by 58% and the 80+ population by 244% (compared to 33% for the general population).[1]

I appreciate the proposed development includes a community room and office space that will enable community organizations to provide on-site supportive services and programming. As manager of Boulder County's Senior Services supportive housing program, I am deeply aware that these services are critical in enabling older adults to remain in their homes for as long as possible.

Thank you for consideration of this development that meets a critical need in Boulder County.

Sincerely,

Gwen Mossman
Supportive Housing Unit Manager, Housing Division
Boulder County Housing and Human Services

1. Aging in Boulder County: Past, Present, Future Report

Claire Levy *County Commissioner* **Marta Loachamin** *County Commissioner* **Ashley Stolzmann** *County Commissioner*

Via Mobility Services
2855 N. 63rd Street Boulder, Colorado 80301
TEL 303.447.2848 FAX 303.447.0686

January 31, 2024

Colorado Housing and Finance Authority
1981 Blake St.
Denver, CO 80202

To CHFA Tax Credit Staff:

Via Mobility Services would like to express its support for Kite Route Crossing, a development proposed by Pennrose, LLC, for a site in the Town of Superior. Given that Colorado's older adult population is growing fast and living longer, we think senior housing in Superior would benefit the region. According to the Colorado Department of Public Health & Environment, by 2030, 18.4% of all Coloradans are projected to be 65+, compared with 13.2% in 2010. Affordable housing for seniors is critical to ensure our older neighbors can continue living independently.

The dramatic need for more affordable housing options for seniors in Boulder County is well-documented and continues to grow. Agewise Colorado shares that 35% of seniors report housing as the highest-spending category of their budget. This is especially true in Superior, where no LIHTC developments exist. By providing 48 rental homes designed to serve seniors in immediate proximity to a grocery store, medical center, pharmacy, public park, and public transportation, Kite Route Crossing will help increase the quality of life for many older residents. Also, Via Mobility Services would be interested and able to serve residents of Kite Route Crossing with accessible transportation services, further enhancing their independence and self-sufficiency and supporting residents with transportation, which 15% of seniors report as their highest-spending category.

Via is pleased to see planning moving forward for Kite Route Crossing to provide much-needed affordable housing and senior services where they most prefer to reside.

Sincerely,

Frank W. Bruno
Chief Executive Officer

Department of Housing & Human Services
1333 Iris • Boulder, Colorado 80304 • Tel: 303.441.1000 Fax: 720.564.2283
3460 Broadway • Boulder, Colorado 80304 • Tel: 303.441.1000 Fax: 303.441.1523
515 Coffman Street • Longmont, Colorado 80501 • Tel: 303.441.1000
www.BoulderCountyHHS.org

PARKING STUDY OF SIMILAR AFFORDABLE HOUSING DEVELOPMENTS IN BOULDER COUNTY.

BCHA conducted a parking count at two of our developments in Lafayette, Josephine Commons and Aspinwall, to inform appropriate parking ratios proposed at future BCHA developments. By comparison, the Lafayette developments are suburban in nature and have less access to public transportation and bike and pedestrian infrastructure than is available at the Superior TOD site. BCHA's newest affordable housing project – The Spoke on Coffman in Longmont, on target to open in Spring 2022 – features a creative shared-use agreement for the parking garage and was approved for a reduced parking ratio of 0.5 cars/1 unit, see attached letter from the City of Longmont. Upon completion, a similar parking count will be conducted at The Spoke, providing further data to substantiate reduced parking ratios.

A summary of the unit type and mix for each Josephine Commons, Aspinwall, and The Spoke on Coffman is below:

Unit Mix Comparison

Building Type	Units	1 Bed	2 Bed	3 Bed	4 Bed
Josephine Commons Senior	74	44	30		
Aspinwall Multifamily	72	22	26	22	2
The Spoke on Coffman	73	59	10	4	

A parking study of our Kestrel development in Lafayette is underway.

BCHA staff counted cars parked within the Josephine Commons and Aspinwall developments as well as along Dounce Street, the public right of way that offers on-street parking that is proximal to the developments. The parking count was taken every two hours between 7:00 AM and 7:00 PM on July 21, 22, 24, and 25, 2015, a Tuesday, Wednesday, Friday, and Saturday, respectively.

Parking Counts

Josephine Commons	7:00 AM	9:00 AM	11:00 AM	1:00 PM	3:00 PM	5:00 PM	7:00 PM
Tuesday – July 21	52	44	52	51	46	49	60
Wednesday – July 22	43	49	65	37	50	45	48
Friday – July 24	75	51	49	52	41	66	58
Saturday – July 25	51	42	43	43	46	52	45
Aspinwall							
Tuesday – July 21	53	46	37	27	35	38	44
Wednesday – July 22	52	37	35	31	30	35	32
Friday – July 24	50	37	34	30	35	42	50
Saturday – July 25	63	52	39	44	34	42	47

Based on the total units of Josephine Commons and Aspinwall, the above parking counts result in the parking ratios (cars to units) below. At only one time, at Josephine Commons, did the ratio reach a 1:1 ratio of one car parked per unit. It is important to note, Josephine Commons has a higher parking ratio than Aspinwall, because Meals on Wheels begins breakfast and lunch

preparation starting at 7:00am Monday through Friday at Josephine Commons. The program, hosted at the Josephine Commons dining hall, is also open to the broader community, again increasing the number of cars on site weekdays during lunch hours.

Ratios of Parked Cars/Unit

Development	7:00 AM	9:00 AM	11:00 AM	1:00 PM	3:00 PM	5:00 PM	7:00 PM
Josephine Commons							
Tuesday – July 21	0.70	0.59	0.70	0.69	0.64	0.68	0.83
Wednesday – July 22	0.58	0.66	0.88	0.50	0.69	0.63	0.67
Friday – July 24	1.01	0.69	0.66	0.72	0.57	0.92	0.81
Saturday – July 25	0.69	0.57	0.58	0.60	0.64	0.72	0.63
Aspinwall							
Tuesday – July 21	0.74	0.64	0.51	0.38	0.49	0.53	0.61
Wednesday - July 22	0.72	0.51	0.49	0.43	0.42	0.49	0.44
Friday - July 24	0.69	0.51	0.47	0.42	0.49	0.58	0.69
Saturday - July 25	0.88	0.72	0.54	0.61	0.47	0.58	0.65

One of BCHA's goals for affordable housing is to take a multi-modal approach to transportation by providing alternative means of transportation for residents. This includes providing Neighborhood EcoPasses, bike sharing opportunities, bike maintenance stations, secure bike storage, car share programs, and EV and electric bike charging stations. In conclusion, based on parking usage at BCHA's suburban developments in Lafayette and BCHA's multi-modal approach, a reduced parking ratio of .5 cars to 1 unit at the Superior TOD site will adequately serve the residents of the affordable housing development.

CITY OF LONGMONT | Planning and Development Services

July 23, 2020

Enterprise Neighborhood Partners IX, LLLP
Wincopin Circle LLLP, and its successor and assigns
c/o Enterprise Housing Credit Investments, LLC
70 Corporate Center, 11000 Broken Land Parkway, Suite 700
Columbia, MD 21044
Attn: Andrew Gorman

Coffman Place LLC
P.O. Box 471
Boulder, CO 80306
Attn: Justin Lightfield
Email: Jlightfield@bouldercounty.org

Re: The Spoke on Coffman, 518 Coffman Street, Longmont, CO 80501

Ladies and Gentlemen:

This office has zoning authority over the property described above (the "Property"). According to applicable zoning ordinances and regulations and amendments thereto, as currently in effect, the Property is currently within the MU-D (Mixed Use – Downtown) zoning district. There are no existing zoning violations associated with the Property.

The proposed use of the Property with a four story multifamily residential building with 73 dwelling units and a four and one-half story parking structure with approximately 9,016 square feet of first floor commercial and 262 parking spaces are permitted uses in the MU-D zone, subject to use specific and development standards.

The proposed use of the Property will comply with applicable zoning and use conditions, restrictions and requirements. Proposed improvements on the Property will comply with applicable building setback, building area, building height, and parking requirements.

Current building dimensional standards (building height and setback) for the MU-D district are included in Longmont Municipal Code (LMC) section 15.03.030.D. Building height is a maximum of 4 stories. Floor area ratios are not applicable. Building setbacks include:

- Front setback maximum of between 0 and 20 feet from the front property lines along Coffman Street and 6th Avenue;
- Side setback of 0 feet from the side property line adjacent to the property to the south;
- Rear setback of 0 feet from the rear property line adjacent to the alley.

Current parking requirements are included in LMC section 15.05.080. Based on the current proposal of 73 affordable multi-family dwellings units comprising 59 one-bedroom units, 10 two-bedroom units, and 4 three-bedroom units, the minimum residential parking requirement if all units comply with the City affordable housing standards is 73 parking spaces. An administrative modification has been approved to allocate 36 residential parking spaces within the project's parking garage for the 73 affordable dwelling units. The 36 residential parking spaces will be reserved for residents at all times. Additional parking spaces within the parking garage will be available for shared use parking during weekday evenings (5pm to 7:30am), weekends and holidays. Based on the current proposal of approximately 9,016 square feet of commercial space, including approximately 2,593 square feet for a café/restaurant use, and approximately 6,423 square feet for office use, the maximum commercial parking requirement is 57 parking spaces.

In addition, there is a proposed four party parking agreement between Boulder County Housing Authority, Boulder County, Longmont Downtown Development Authority, and RLET Properties for construction of a 262 space parking structure. The attached document provides details regarding the proposed parking allocation among parties.

Sincerely,

Brien Schumacher

Brien Schumacher | Principal Planner
City of Longmont | Planning & Development Services
brien.schumacher@longmontcolorado.gov



Parking & Affordable Housing

2020/2021 Report

shopworks architecture

FOX TUTTLE

50% of parking in affordable housing projects go unused.

Estimating Parking Demand

In summer/fall 2020, Fox Tuttle and Shopworks Architecture partnered to perform an audit of parking usage in affordable housing along the Front Range, with a specific focus on supportive housing to determine whether the current requirements are in line with the demand. We found that across the board the affordable housing facilities are overparked and requirements can be up to 5 times the need, especially in lower Area Median Income (AMI) levels. For example, for supportive housing (0-30% AMI) within the Denver metro area, the average vehicle ownership was [1] 8.8% which equates to 1 vehicle per 12 units.

It is generally agreed that affordable housing communities, especially those serving individuals who have experienced, or are at risk of homelessness, generate significantly less parking demand than other residential uses.

Unfortunately, there is no industry standard for how to reduce typical residential parking rates for lower-income residential properties. The reduction of parking demand for affordable housing communities is due to a number of factors:

1. Their typical location is in more urban conditions with better access to transit use, and
2. The lack of funds lower-income residents have to cover the cost of vehicle ownership and insurance/ maintenance.

The following pages demonstrate what we learned, and our understanding of the current demand for parking for affordable housing across the Front Range.

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[1] In our study 32 individuals in PSH had cars out of a total of 365 units.

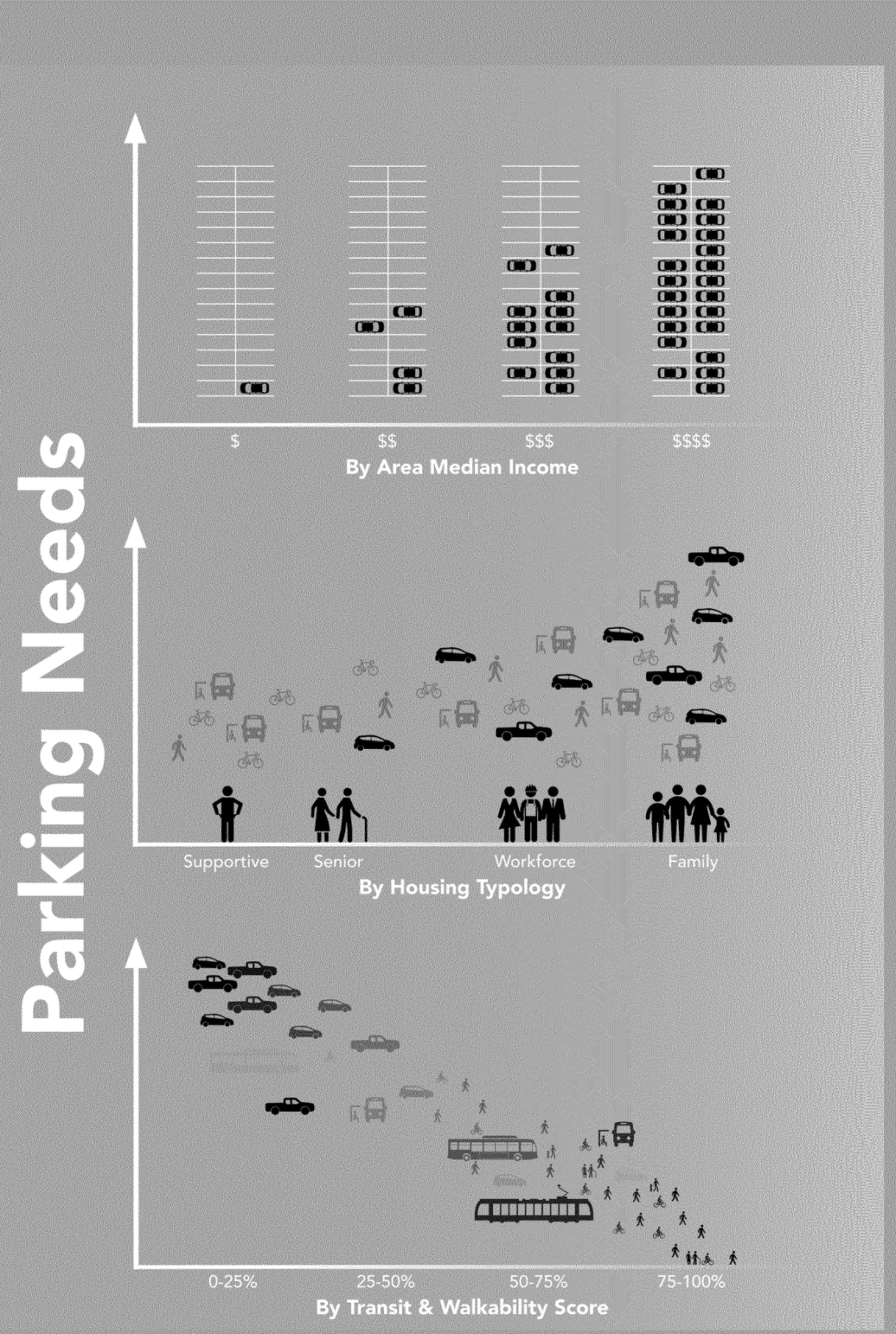
Impact of Proximity to Multi-Modal Facilities

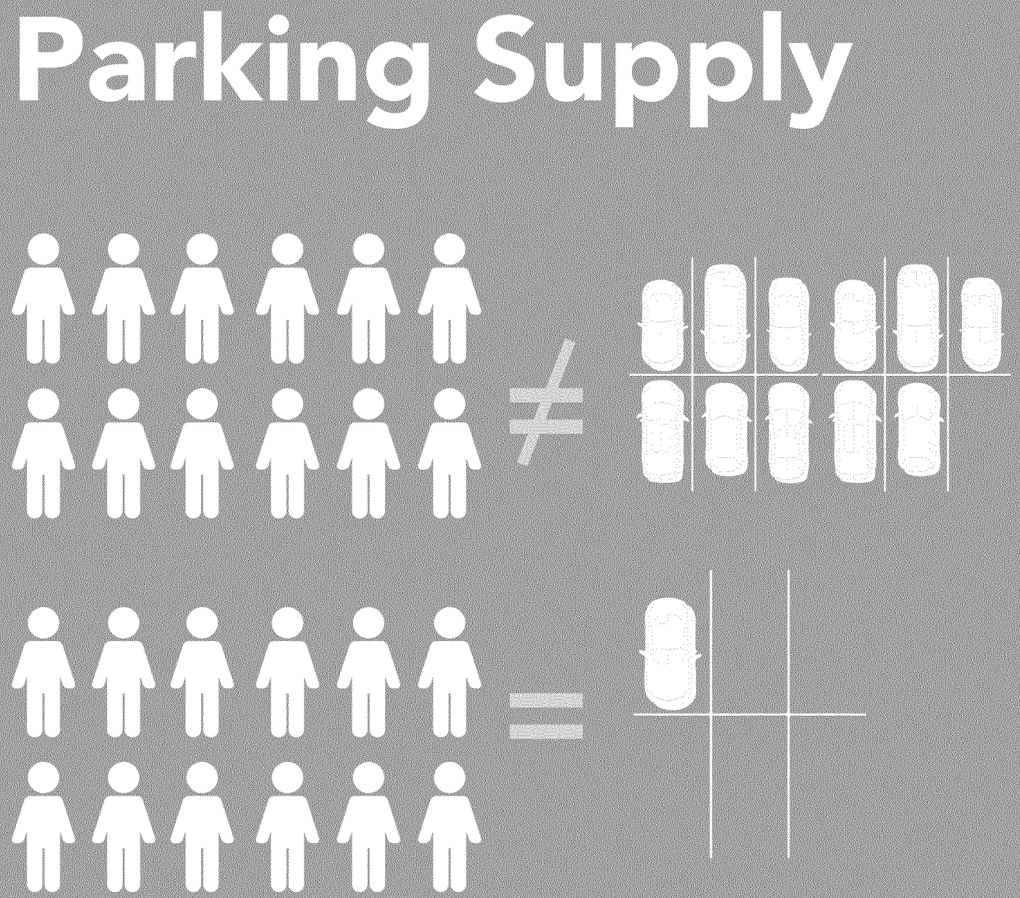
The walk, bike, and transit scores were added together to get the total non-auto score for each property. The data indicates that the property's proximity to quality walking and biking facilities and transit services deeply impacts vehicle ownership.

The need to own a vehicle is reduced when the surrounding neighborhood is walkable, bikeable, and has reliable transit that can get the residents to work, school, shopping, appointments, etc.

The majority of the surveyed properties were purposefully located within communities and neighborhoods that are walkable, bikeable, and near transit.

This is to serve people that do not typically own a vehicle due to the affordability, credit, maintenance, and insurance, as well as to meet the rental cost of their unit.





Parking Supply Versus Parking Demand

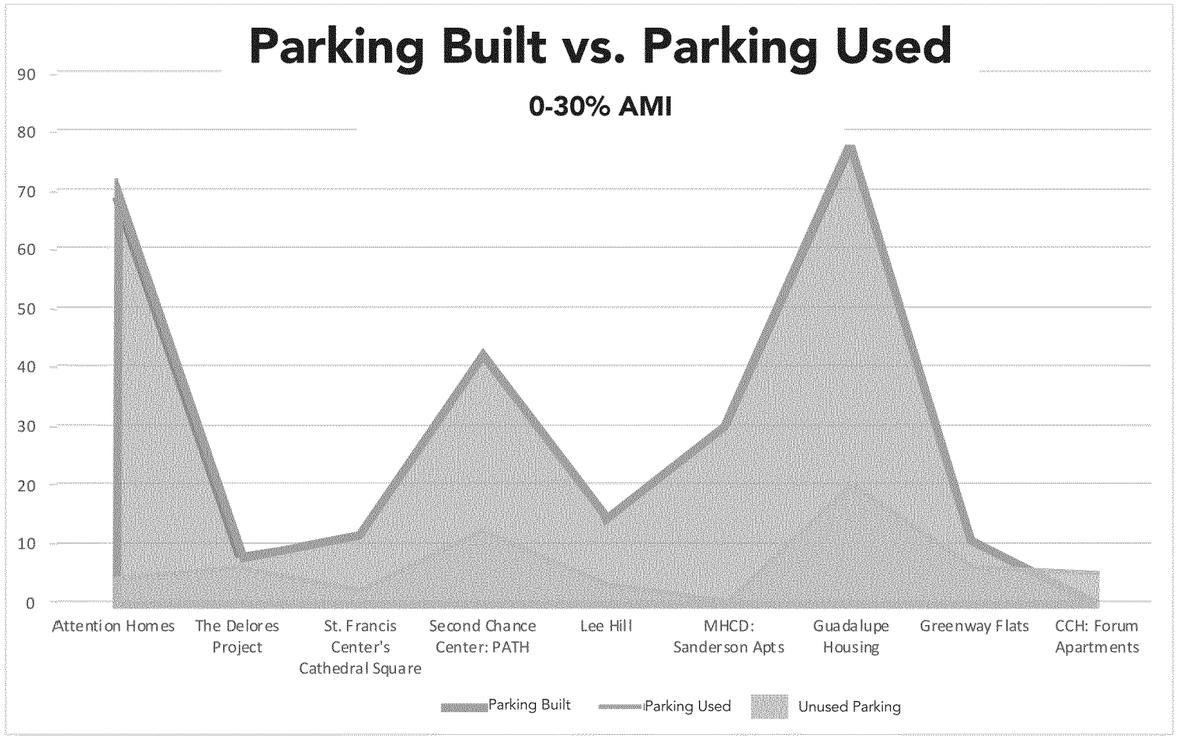
Combining the parking supply of all the surveyed properties, there are 883 parking spaces for 1,353 affordable housing units with an approximate demand of 461 spaces. To understand the impact of over parking for affordable housing projects, the unused parking spaces were valued at $22,000 per space. This equates to an estimated cost of $9,460,000 on parking that is in excess of the demand. If parking requirements for affordable projects were lowered closer to the parking demand, then the funds could be reallocated for support services or providing transportation options. The physical space could be repurposed for additional affordable housing units or amenity space for residents.

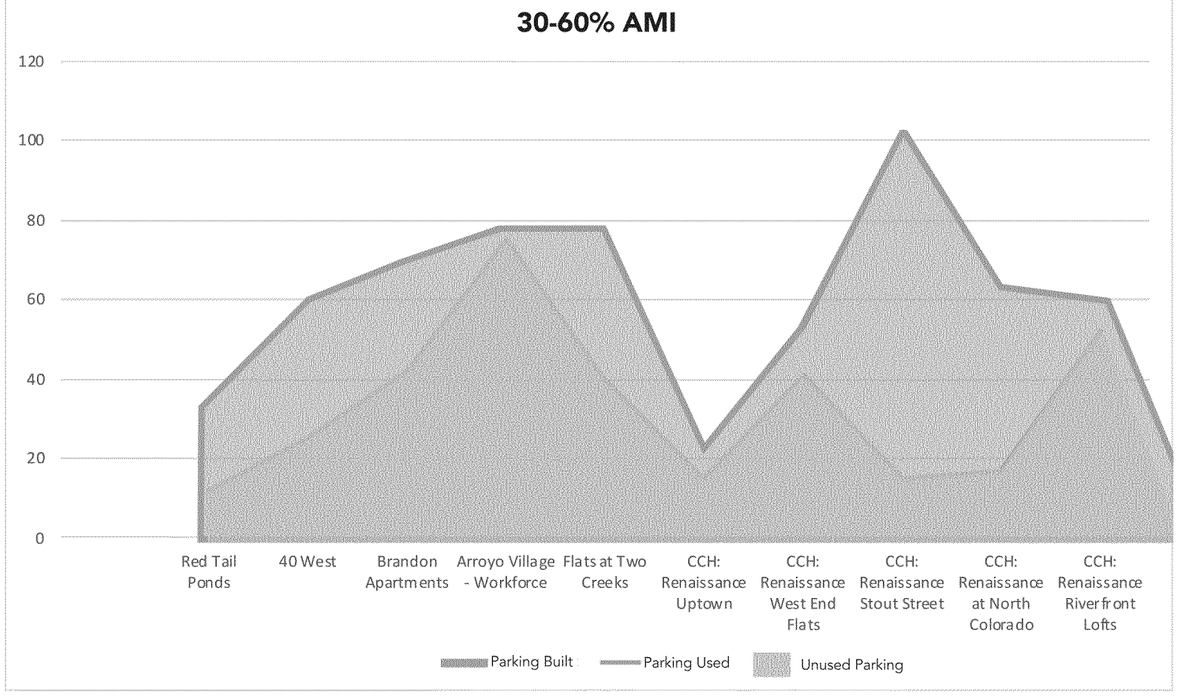
883 parking spaces
1,353 units
461 spaces
422 unused
$22,000 cost per space

$9,284,000* funds spent on unnecessary parking

*Figure is over 6 years and 19 projects

***Equates to one 40 unit affordable housing building.**





Vehicle Ownership

The Area Median Income (AMI) was compared to resident's vehicle ownership and it can be seen that residents with lower income levels own fewer vehicles and as the income increases the vehicle ownership increases.

The survey data provided by the twenty properties indicated the following trends:

- 29.0% of current residents own a vehicle (equates to 1 vehicle per 4 units) across all affordable housing studied.
- 8.8% of Permanent Supportive Housing Residents own a vehicle (equates to 1 vehicle per 12 units)
- On average 0.9 parking spaces per unit are provided to meet the municipal requirements.

The vehicle ownership equates to the parking demand needed at each property to serve the residents and should help inform the parking supply needed.

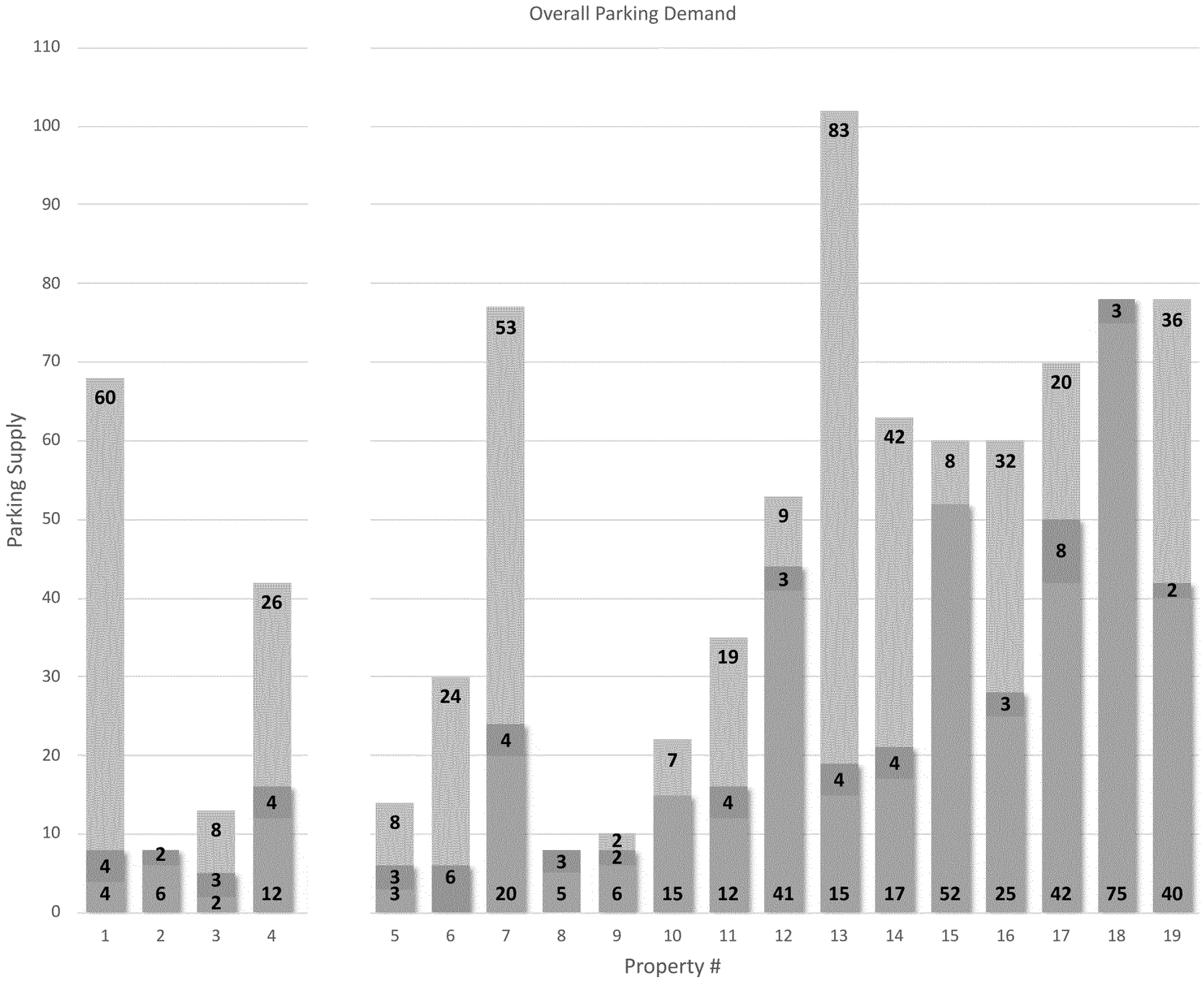
Comparing the vehicle ownership to the parking spaces supplied indicated that affordable housing projects are overparked.

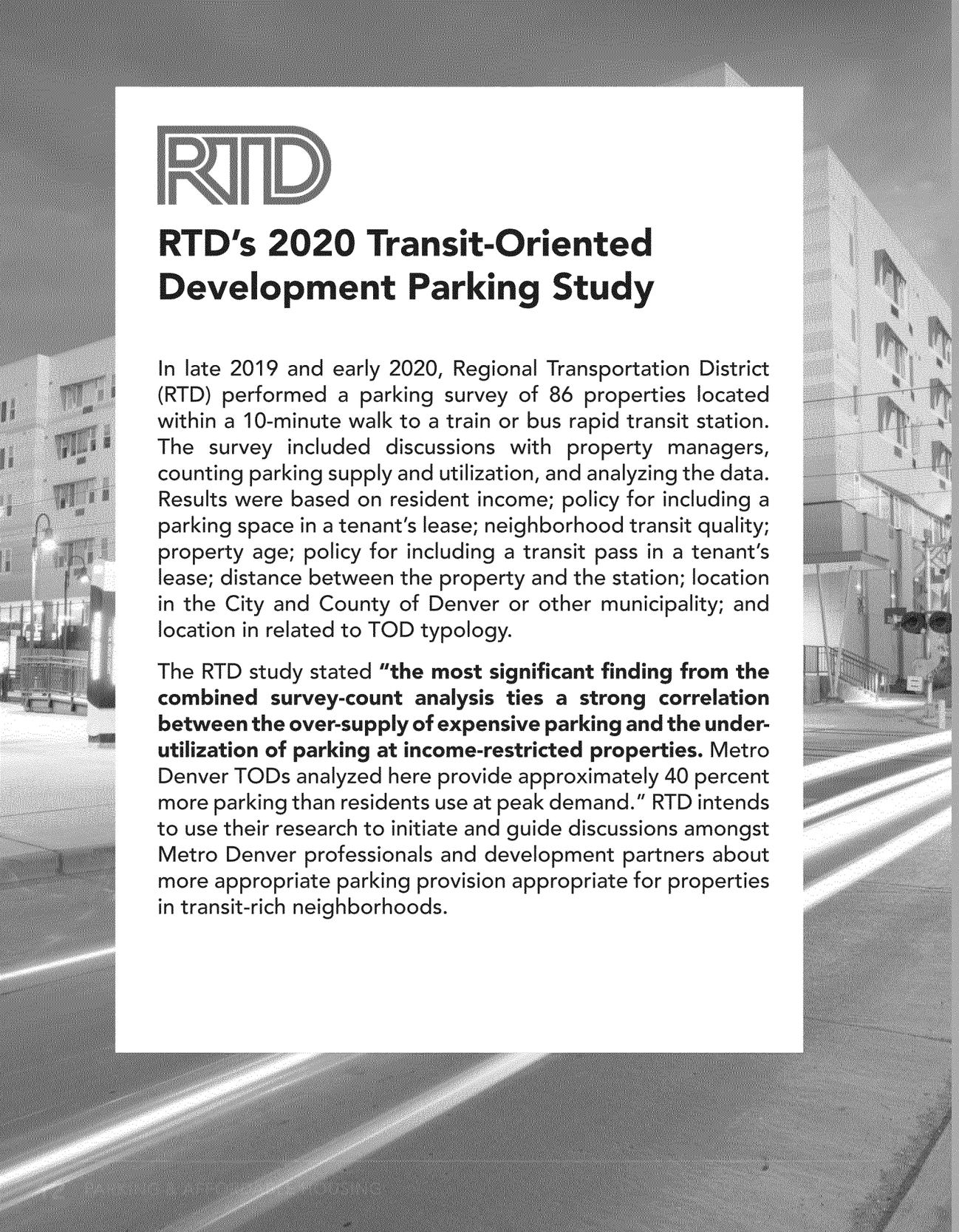
Parking Utilization

Property Key

#	Property	City	Denver Metro PSH	Outside Denver Metro PSH
1	Attention Homes	Boulder	X	
2	The Delores Apartments at Arroyo Village	Denver	X	
3	St. Francis Center's Cathedral Square	Denver	X	
4	Second Chance Center: PATH	Aurora	X	
5	Lee Hill	Boulder	X	
6	Mental Health Center of Denver: Sanderson Apts	Denver	X	
7	Guadalupe Apartments	Greeley		X
8	CCH: Forum Apartments	Denver	X	
9	Greenway Flats	Colo. Springs		X
10	CCH: Renaisssance Uptown Lofts	Denver		
11	Red Tail Ponds	Fort Collins		
12	CCH: Renaissance West End Flats	Denver		
13	CCH: Renaissance Stout Street Lofts	Denver		
14	CCH: Renaissance at North Colorado Station	Denver		
15	CCH: Renaissance Riverfront Lofts	Denver		
16	40 West	Lakewood		
17	Brandon Apartments	Denver		
18	Arroyo Village - Workforce	Denver		
19	Flats at Two Creeks	Lakewood		







RTD's 2020 Transit-Oriented Development Parking Study

In late 2019 and early 2020, Regional Transportation District (RTD) performed a parking survey of 86 properties located within a 10-minute walk to a train or bus rapid transit station. The survey included discussions with property managers, counting parking supply and utilization, and analyzing the data. Results were based on resident income; policy for including a parking space in a tenant's lease; neighborhood transit quality; property age; policy for including a transit pass in a tenant's lease; distance between the property and the station; location in the City and County of Denver or other municipality; and location in related to TOD typology.

The RTD study stated **"the most significant finding from the combined survey-count analysis ties a strong correlation between the over-supply of expensive parking and the under-utilization of parking at income-restricted properties.** Metro Denver TODs analyzed here provide approximately 40 percent more parking than residents use at peak demand." RTD intends to use their research to initiate and guide discussions amongst Metro Denver professionals and development partners about more appropriate parking provision appropriate for properties in transit-rich neighborhoods.

"Excess parking is particularly inappropriate in transit-rich neighborhoods. Not only does it effectively prohibit affordable housing, but it unnecessarily increases development costs, reduces project savings, and obstructs access to transit, and by extension, to economic opportunity for a growing number of low-income households."

RTD

RTD's 2020 Transit-Oriented Development Parking Study

RTD Parking Study Findings

Resident Income	# Of Properties	# Of Units	# Of Parking Spaces	Spaces Available Per Unit	Spaces Utilized Per Unit	Parking Utilization
All Properties	86	22,422	26,442	1.18	0.70	59%
Market-Rate	65	19,850	24,462	1.23	0.74	60%
Mixed-Income	5	985	845	0.86	0.49	57%
Income-Restricted	**16**	**1,587**	**1,135**	**0.72**	**0.36**	**50%**

The table above summarizes the data gathered and evaluated as part of the RTD study. It can be seen that the income restricted properties are over-parked, which supports the findings in the Shopworks and Fox Tuttle study.

You can find RTD's full report here: https://www.rtd-denver.com/sites/default/files/files/2020-12/RTD-Residential-TOD-Parking-Study_Final-R_0.pdf

RTD Report: Summary

1.

The most significant finding from the combined survey and analysis was the strong correlation between the oversupply of expensive parking and the significantly low utilization of parking at income-restricted properties.

2.

Market-rate properties provide approximately 40% more parking than residents use, and income-restricted properties provide approximately 50% more parking than residents use.

3.

Income-restricted properties (0-99% AMI) provide 0.72 parking spaces per unit, but residents use only 0.36 parking spaces per unit.

4.

Of the properties located less than 0.3 miles from a station, residents utilized 0.10 per unit compared to those properties located between 0.3 to 0.5 miles from a station. In other words, for every 30 units, a property within a five-minute walk of a station provides five fewer parking spaces and its residents use three fewer parking spaces than a comparable station-area property farther away.

Parking Needs For Staff

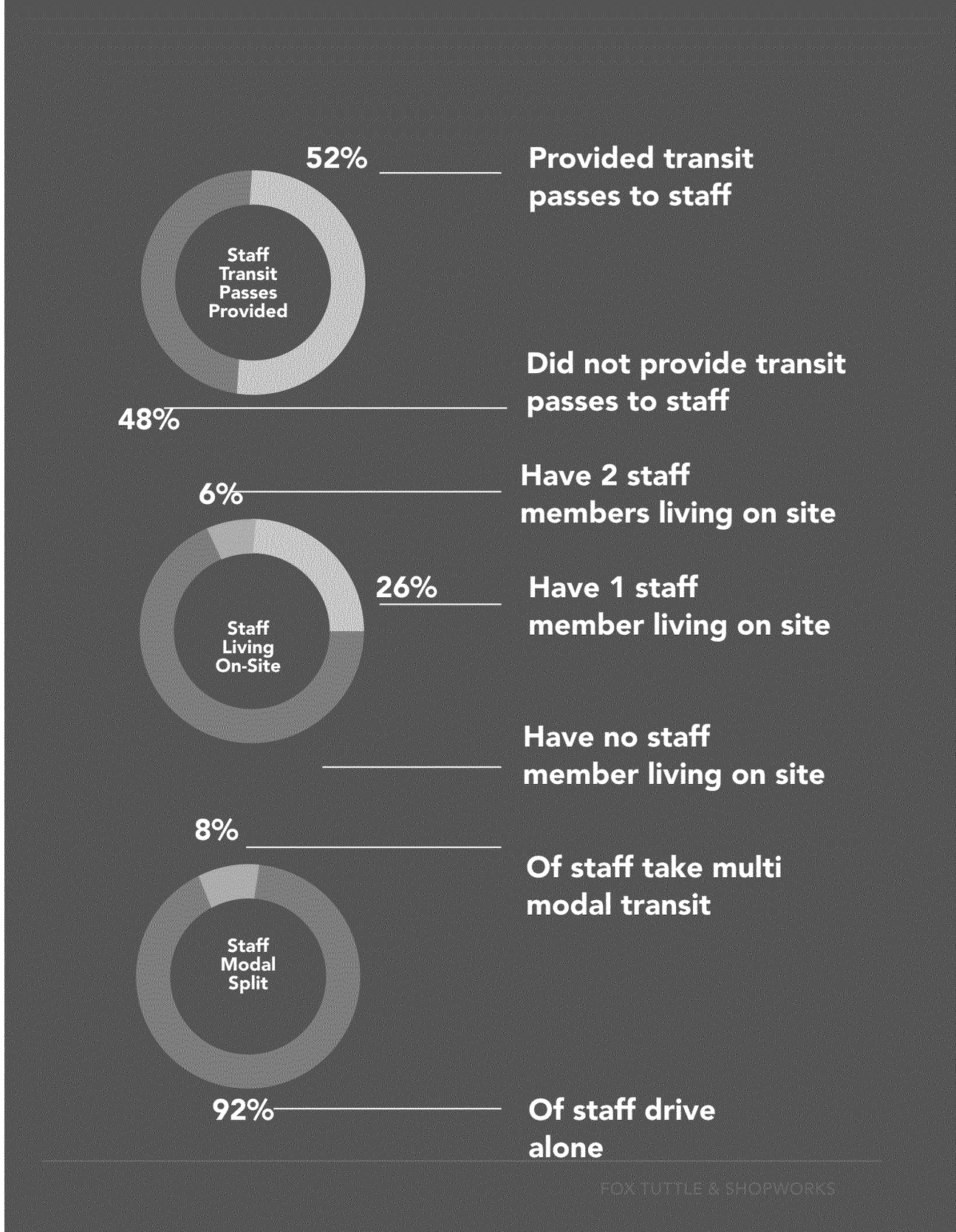
The same affordable housing properties that were surveyed by Fox Tuttle/Shopworks for resident vehicle ownership were asked about staffing to understand the parking demand needed by staff. On average, the majority of the affordable home properties have 5 full time staff members (1 per 17 units) and 4 part-time staff members (1 per 45 units).

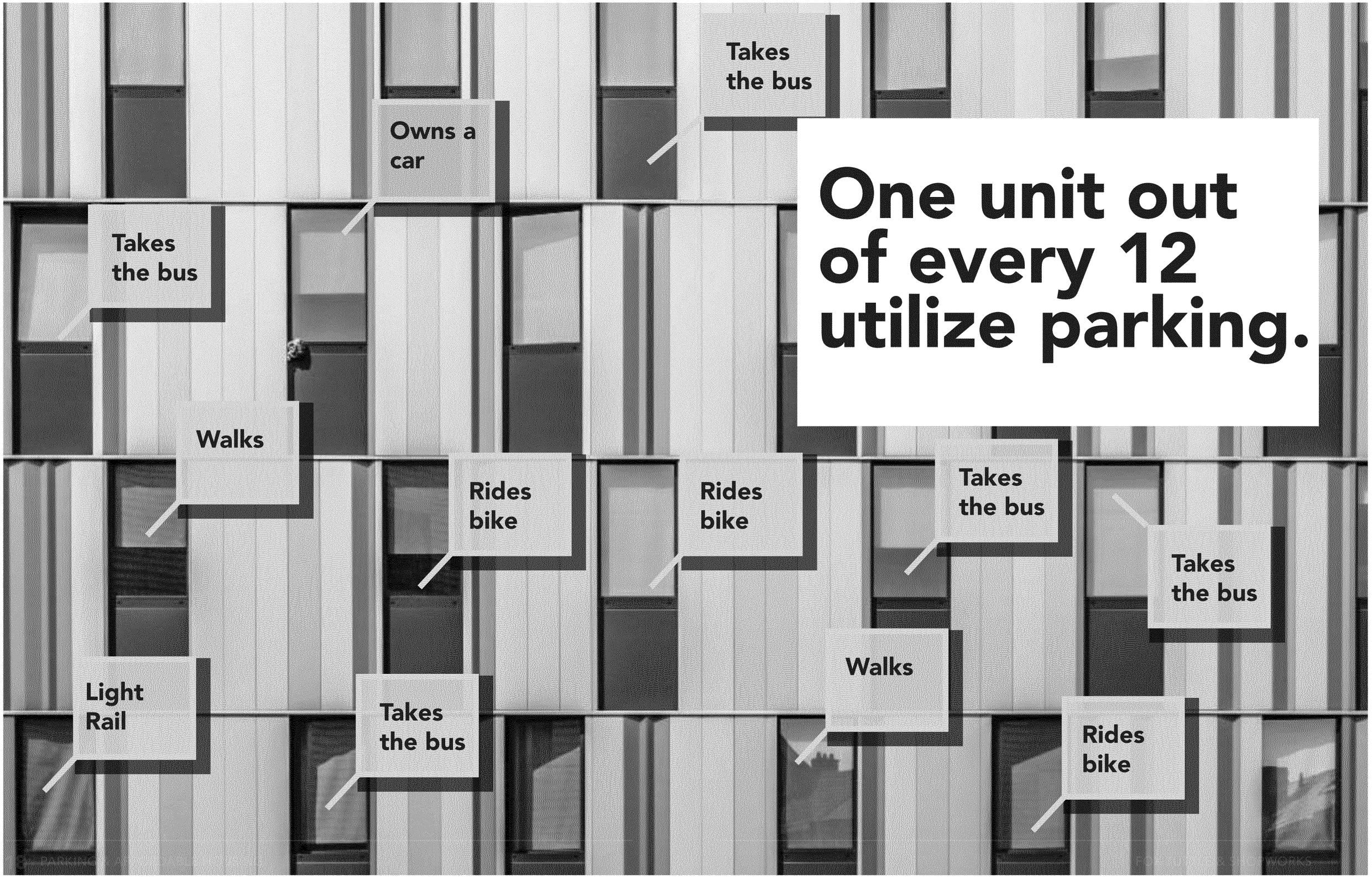
There are a few exceptions to this data - The Attention Homes, Delores Project/Arroyo Village, and CCH: Renaissance at Civic Center Apartments. These buildings are staffed significantly more than the rest of the properties and reported having between 14 and 22 full-time staff members. However, upon further research it was determined that these organizations host all of their administrative staff for the entire organization in these buildings.

Half of the properties are staffed 24 hours a day, 7 days a week; while the other half have staff on-site only during typical daytime work hours. On average, there are 4 staff members on-site during any given shift. Typically, the evening and weekend shifts have a maximum of 1-2 staff members (front desk staff/security). The majority of the supportive housing properties have 3 staff shifts during weekdays and some have staff shifts on weekends. Approximately 1/3 of the properties have up to 2 staff members that live on-site.

Based on the provided data, 92% of staff members drive to work and need a parking space on or near the property.

The staff parking demand is additional to the residents' parking demand. However, the shift work that is typical of these types of properties, especially permanent supportive housing, lowers the need for parking since the entire staff are not on-site at the same time.





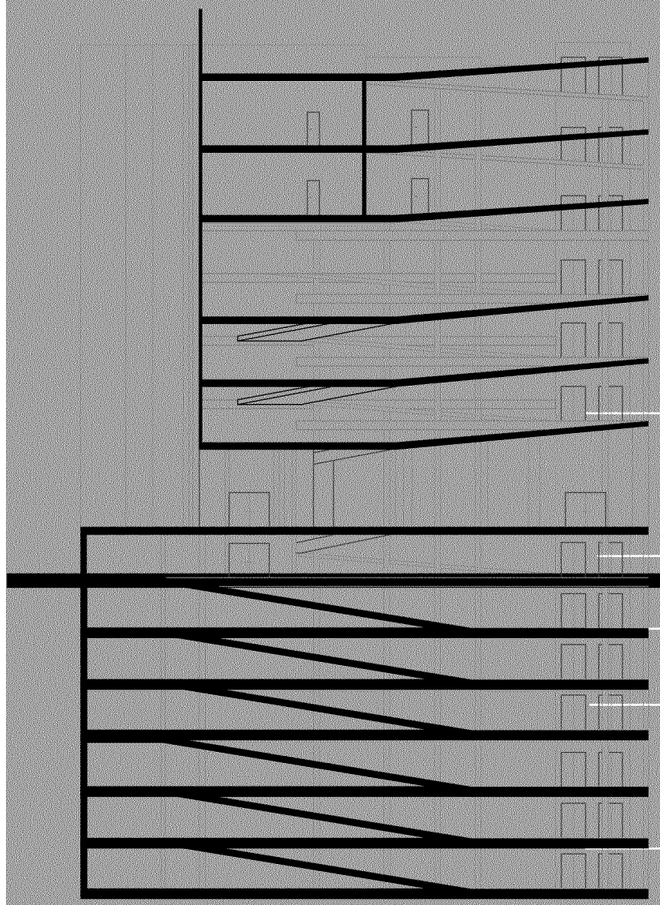
One unit out of every 12 utilize parking.

Cost of Parking

Regardless of housing type, parking spaces are expensive to construct and maintain. The cost of parking impacts affordable housing projects more significantly than market-rate apartments since they cannot typically recoup the cost within rental fees. Parking also takes up valuable space that could be utilized for additional housing units or amenities for the people living on the property. As the data in this study indicates, parking demand is significantly less than the actual parking supply.

Existing and future sites would greatly benefit from reduced parking requirements to be able to repurpose the cost of parking and gain development area. Listed to the right are typical construction costs of one parking space in different parking facility types within the Front Range. This does not include the cost of the land or maintenance.

Parking facilities are costly to build.



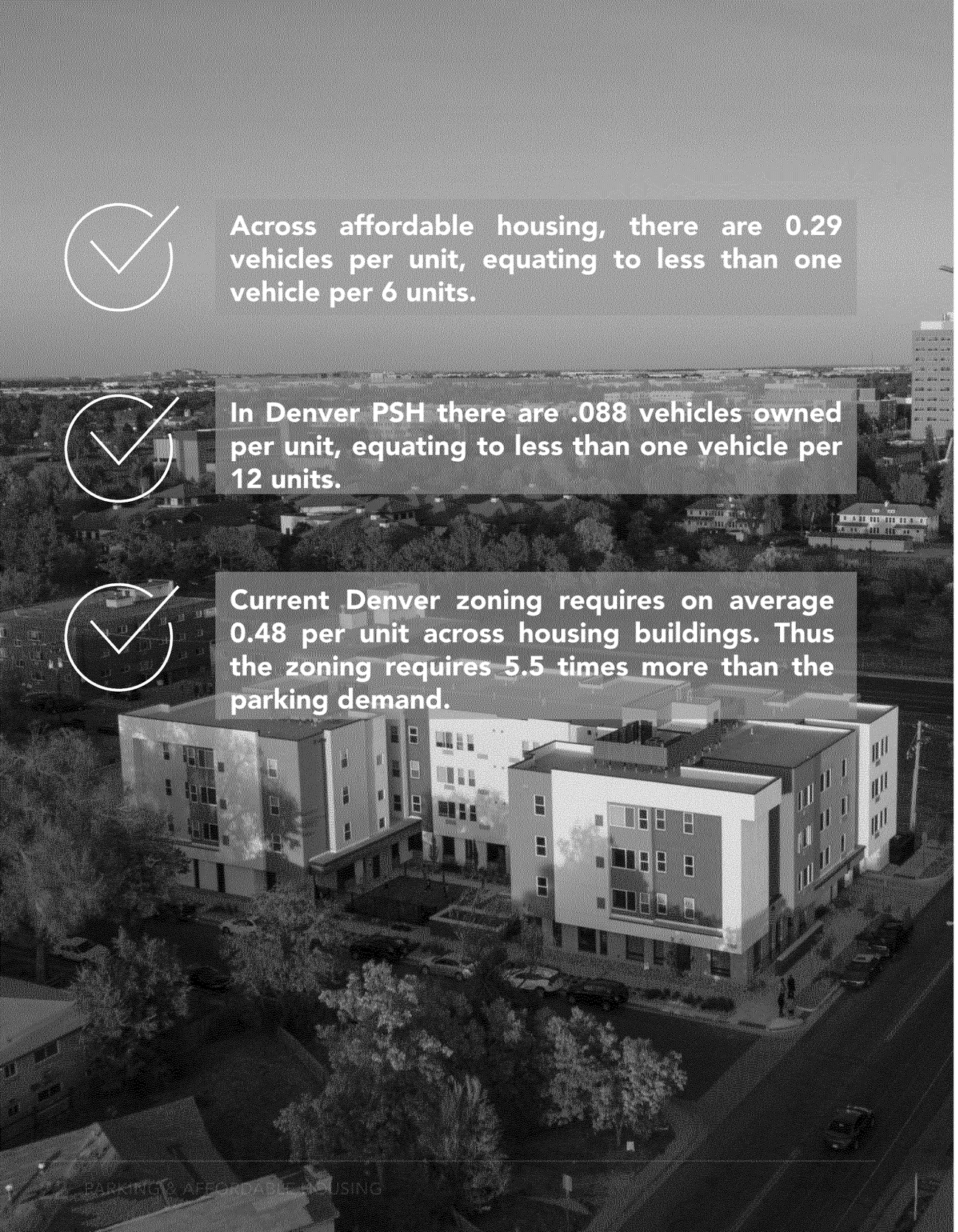
$35,000 per space
Structure Lot (Above)

$9,000 per space
Surface Lot

$22,000 per space
Partial Below Grade

$33,000 per space
1 Level Below Grade

$50,000 per space
Underground



In Conclusion

We are building parking when we could be building more housing. The Department of Housing Stability in Denver, HOST, estimates that after LIHTC financing there is a funding gap equal to $37,000 per unit in the City of Denver; a gap that City and State funds have to cover to ensure these apartments get built. We are taking tax payer dollars and spending it on unnecessary parking, when we could be creating more units or beautiful parks that help people heal. Our report shows that we spent $9.3 million over the last 6 years on parking that is not used in affordable housing. With those funds we could have built an entire new PSH project with 40 units. We built parking when we could have housed people.

Thank You

We would like to extend our deepest appreciation for all the participants in this research who answered question after question as we refined our study. This report would not have been possible without each and every one of you, and we are so grateful for your assistance!

Appendix A.

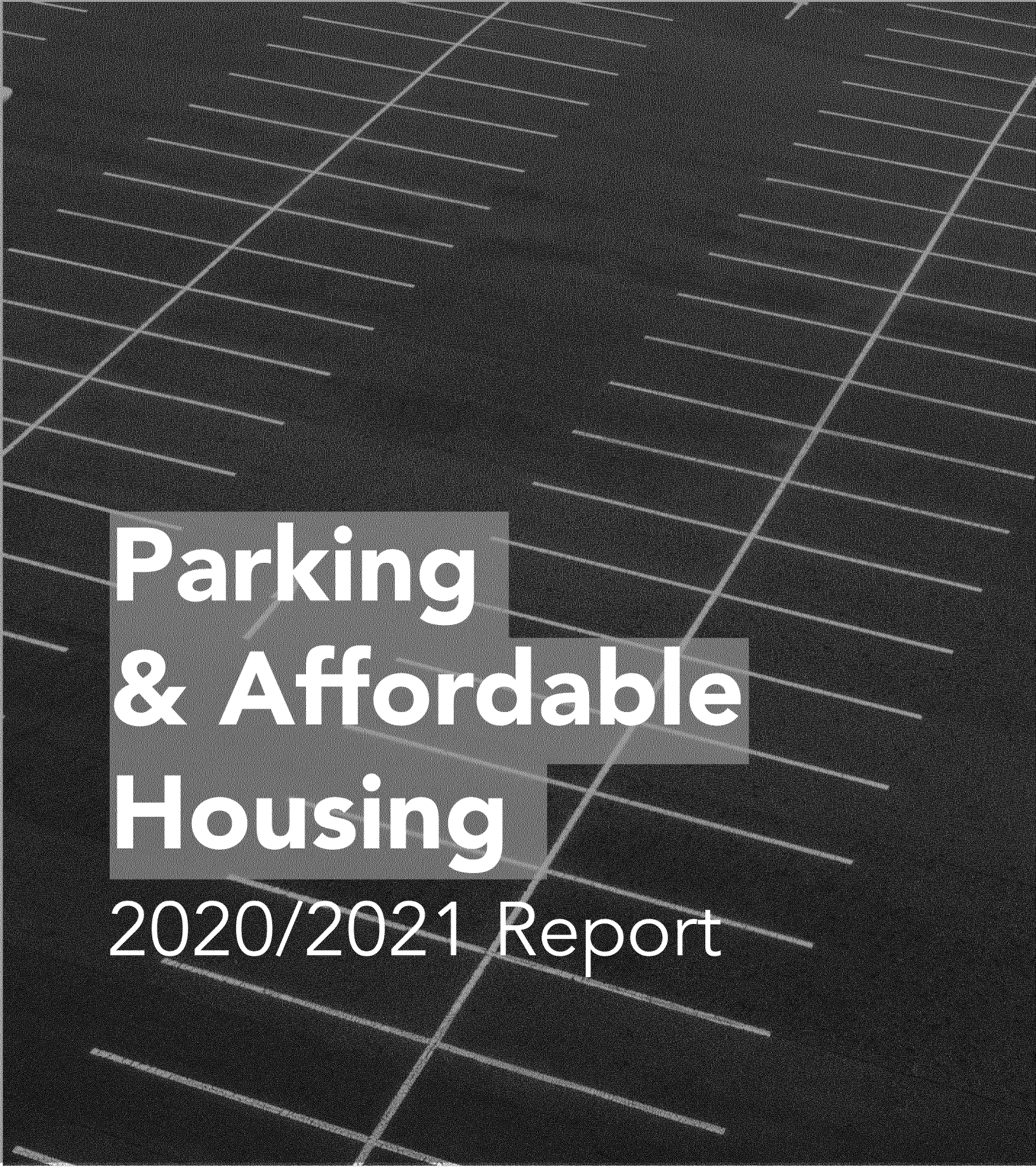
	Overview of Building				Parking Requirement	
	How many units and unit type	How many residents: adults, kids	AMI for building	Median AMI	Zoning Required Parking Ratio (per DU)	Reductions (if available)
Attention Homes, Boulder	40 units: 23 studios, 16 1-bed, 1 2-bed	**41**	All 0-30%	**30%**	1.00	0.25
Arroyo Village - Delores PSH	35 units: all 1-bed	**40**	All 0-30%	**30%**	1.00	0.40
Arroyo Village - Workforce	95 units: 25 1-bed, 58 2-bed, 12 3-bed	**267**	All 0-50%	**50%**	1.00	0.32
St. Francis Center's Cathedral Square	50 units, all 1-bed	**55**	All 0-30%	**30%**	0.25	0.00
Second Chance Center: PATH	50 units, 40 1-bed, 10 2-bed	**49**	All 0-30%	**30%**	1.50-2.00	0.54
Lee Hill	31 units, all 1-bed	**31**	All 0-30%	**30%**	1.00	0.25
Red Tail Ponds	60 units, 54 one-bedroom and 6 two-bedrooms	**60**	40@0-30%, 20 @0-60%	**40%**	0.75-1.00	0.50
Mental Health Center of Denver: Sanderson Apts	60 units	**60**	All 0-30%	**30%**	1.25	0.60
40 West	60 units: 54 1-bed, 6 2-bed	**67**	9@0-30%, 10@0-40%, 34@0-50%, 6@0-60%	**46%**	0.75	0.00
Flats at Two Creeks	78 units: 70 1-bed, 8 2-bed	**106**	16@0-30%, 21@0-50%, 40@0-60%	**43%**	0.75	0.00
Greenway Flats	65 one-bedroom units	**68**	62@0-30% 3@0-40%	**30%**	1.50	0.00
Guadalupe Apartments Archdioceasan Housing	47 units: 18 studios, 19 one-bed, 10 two-bed	**68**	All 0-30%	**30%**	1.25-1.75	0.00
Brandon Apartments	103 – 47 one-bedroom, 45 two-bedroom, 11 three-bedroom	**86**	20@0-30%, 39@0-40%, 44@0-60, 1 staff unit	**47%**	1.00	0.25
CCH: Renaissance West End Flats	101 units, 75 one-bedroom, 26 two-bedroom	**115**	35@0-30%, 31@0-40%, 26@0-50%, 8@0-60%	**40%**	0.75	0.25

Parking Requirement		Parking Analysis			Alternative Modes			
Minimum Required Parking	Parking Provided	Parking Ratio (Provided per DU)	Residents With Cars	Parking Lot Utilization	Walk/Transit/ Bike Score	Number of bike parking spaces	Do you provide transit passes or bus tickets to residents	Shared Bikes / Cars?
30.00	68	1.70	4	5.88%	95/62/95	40	Yes	No
21.00	8	0.23	6	75.00%	73/63/65	100	Yes	Yes
64.60	78	0.82	75	96.15%	73/63/65	100	No	Yes
12.50	13	0.26	2	15.38%	94/82/91	30+	Yes	No (but have access to shared van)
92.00	42	0.84	12	28.57%	59/58/70	50	Yes	Yes
23.25	14	0.45	3	21.43%	56/40/88	20	Yes	No
23.25	35	0.58	12	34.29%	38/36/66	66	Yes	Yes
75.00	30	0.50	0	0.00%	79/48/68	15	No	No
45.00	60	1.00	25	41.67%	67/55/73	15	No	No
58.50	78	1.00	40	51.28%	61/55/69	At least 20	No	No
8.00	10	0.15	6	60.00%	48/33/71	6 rentals, 48 bike parking spots	Yes	Yes
76.00	77	1.64	20	25.97%	1/0/27	20 spaces	No	No
66.00	70	0.68	42	60.00%	74/54/94	92	Yes	No
49.00	53	0.52	41	77.36%	77/55/90	N/A	No	

Appendix A.

	Overview of Building				Parking Requirement	
	How many units and unit type	How many residents: adults, kids	AMI for building	Median AMI	Zoning Required Parking Ratio (per DU)	Reductions (if available)
CCH: Renaissance at North Colorado Station	103 Units: 19 studio, 54 one-, 24 two-, and 6 three-bedroom apartments	**112**	38@0-30%, 19@0-40%, 27@0-50%, 18@0-60%	**42%**	0.75	0.20
CCH: Forum Apartments	100 studio apartments	**98**	All 0-30%	**30%**	0.75	0.00
CCH: Renaissance at Civic Center Apartments	216 units: 200 studio, 16 one-bed	**188**	68@0-30%, 26@0-40%, 46@0-50%, 76@0-60%	**46%**	0.00	0.00
CCH: Renaissance Riverfront Lofts	100 Units: 88 one-bedroom apartments, 12 two-bedroom apartments	**Did not receive**	30@0-30%, 22@0-40%, 24@0-50%, 23@0-60%	**44%**	1.00-1.50	0.25+0.25
CCH: Renaissance Uptown Lofts	98 Units: 4 studios, 90 one-bedroom apartments, 4 two-bedroom apartments	**Did not receive**	41@0-30%, 31@0-40%, 17@0-50%, 8@0-60%	**39%**	0.75	0.25
CCH: Renaissance Stout Street Lofts	78 Units: 59 one-bedroom apartments, 19 two-bedroom apartments	**63**	26@0-30%, 23@0-40%, 22@0-50%, 6@0-60%	**41%**	0.75	0.20

Parking Requirement		Parking Analysis			Alternative Modes			
Minimum Required Parking	Parking Provided	Parking Ratio (Provided per DU)	Residents With Cars	Parking Lot Utilization	Walk/Transit/ Bike Score	Number of bike parking spaces	Do you provide transit passes or bus tickets to residents	Shared Bikes / Cars?
54.00	63	0.61	17	26.98%	61/53/66	None	No	
75.00	0	0.00	5	N/A	96/89/95	3	Yes	
0.00	0	0.00	Unknown	N/A	99/91/88	0	Yes	
60.00	60	0.60	52	86.67%	62/66/84	0	No	
25.00	22	0.22	15	68.18%	94/86/98	2	Yes	
59.00	102	1.31	15	14.71%	93/90/99	0	Yes	



Parking & Affordable Housing

2020/2021 Report

shopworks architecture

FOX TUTTLE

Residential Parking in Station Areas: A Study of Metro Denver

December 2020



Revised January 2021

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Special thanks to those who offered their thoughtful consultation on this research:

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Executive Summary

In late 2019 and early 2020, the Regional Transportation District (RTD) of Metro Denver, Colorado, surveyed property managers, counted parking supply and demand, and analyzed findings from 86 station-area developments. Per RTD's analysis of peak parking demand, market-rate properties provide 40 percent more parking than residents use, and income-restricted properties provide 50 percent more parking than residents use.



At market-rate properties, 40% of parking spaces go unused at peak, while income-restricted properties provide 50% more parking than used.

Providing an excessive amount of parking at station-area properties across Metro Denver affects residents' welfare and the economic vitality of the region, which the State of Colorado enabled RTD to promote.[1] As parking increases development costs, developers may pass on costs to residents in the forms of higher rent, fewer units, and reduced services.[2] In aggregate, increased costs for unnecessary parking contribute to a higher cost of living across Metro Denver, which recently experienced the second greatest rate of gentrification in the country.[3] From the perspective of the transit agency, which particularly benefits from the patronage of low-income passengers, fewer income-restricted units near existing service threatens the agency's fiscal solvency and satisfaction of its mandate.

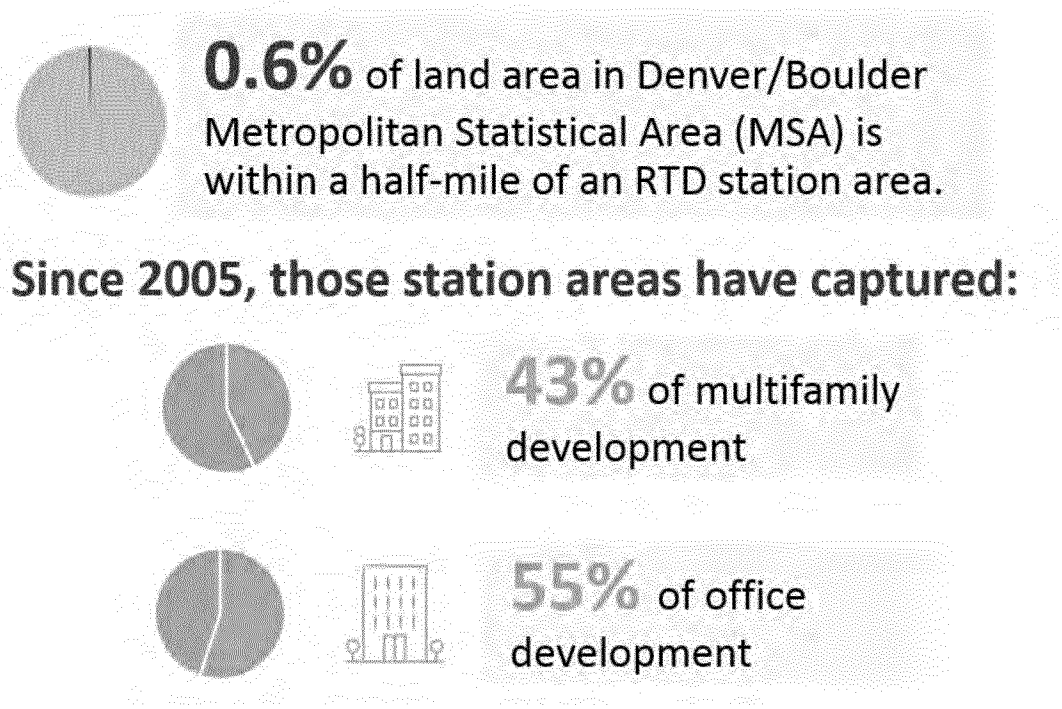
RTD intends this research to prompt discussion about more appropriate parking provision for properties in transit-rich neighborhoods. RTD, municipalities, and development partners who have a role in promoting the region's economic welfare should prefer station-area affordable housing in disposition guidelines, zoning regulations, and funding requirements. In addition, developers should rely on findings like those presented here to make the case to municipalities and financial partners to tailor expectations for parking demand to a multimodal environment. RTD hopes that this research effort will help to foster a more affordable, connected, and competitive Metro Denver region.

[1] State of Colorado, "Colorado Revised Statutes §32-9-102(1)a"
[2] A parking space in a structured parking facility costs approximately $25,000 in Metro Denver in 2020.
[3] National Community Reinvestment Coalition, "Gentrification and Displacement 2020"

Background

RTD provides fixed-route transit service for the eight-county Metro Denver region – one of the nation's largest service areas, covering 2,342 square miles and including more than three million residents. In 2019, before COVID-19-related service adjustments, RTD operated nearly 44 million miles of regular fixed-route service with a fleet of 66 commuter-rail and 201 light-rail trains, more than one thousand local- and regional-service buses, and nearly 400 special-service vehicles. RTD provided more than 100 million trips in 2019.[4]

In 2004, residents within RTD's service area approved a sales-tax increase to fund FasTracks, the nation's largest transit expansion at that time. Between 2015 and 2020, RTD opened seven new rapid transit services, including the University of Colorado A Line between Denver Union Station and Denver International Airport and the Flatiron Flyer bus rapid transit service between Denver Union Station and Boulder. Since 2005, an outsized amount of development has occurred near rapid-transit stations: 43 percent of all multifamily development and 55 percent of all office development in Metro Denver has occurred within a half-mile of RTD rapid-transit stations, which together account for only 0.6 percent of land area in the Denver-Aurora-Lakewood and Boulder metropolitan statistical areas.

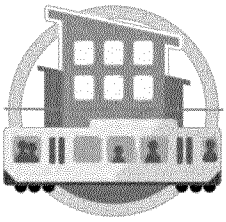


[4] Regional Transportation District, "Facts and Figures"

Despite impressive growth in Metro Denver's station-area development, transit ridership has not followed. Between 2015 and 2018, ridership decreased from 103 million to 98 million, and recent RTD research suggests that the *type* of development more than simply *total* development may play a role. In 2017 and 2018, RTD surveyed 1,340 residents of 35 station-area apartments and found a compelling relationship between low-income households and transit service.[5] [6]

RTD research shows:

- **61 percent** of low-income households have no car, while **93 percent** of market-rate households have at least one car.
- **63 percent** of low-income households ride the bus once a week or more, while **88 percent** of market-rate households ride the bus once a week or less.
- **57 percent** of low-income households ride the train once a week or more, while **73 percent** of market-rate households ride the train once a week or less.



Co-locating income-restricted housing and high-frequency transit service benefits both low-income households and transit agencies.

In other words, co-locating income-restricted housing and high-frequency transit service benefits both low-income households and the transit agency. Reducing parking supply at station-area developments reduces development cost, helping residents to reduce housing and transportation costs and RTD to increase ridership on its expansive transit network.[7]

RTD strives to support development opportunities that increase ridership or enhance transit investments across the District through station design and close coordination with local jurisdictions and developers. RTD plays a proactive role in facilitating transit-supportive development around transit stations, managing and conducting research to support transit-oriented development, sharing information with both public and private sector partners, and providing planning assistance to help local jurisdictions connect constituents to transit service.

[5] Travel Behaviour and Society, "Comparing the travel behavior of affordable and market-rate housing residents in the transit-rich neighborhoods of Denver, CO"
[6] TransitCenter, "Transit-Oriented Development is More Transit-Oriented When It's Affordable Housing"
[7] Center for Neighborhood Technology, "Housing and Transportation Affordability Index"

Methodology

RTD's research into station-area developments' parking provision and utilization relied on results of an electronic survey of property managers and counts of properties' parking facilities during peak demand.

Guidance

In summer 2019, RTD consulted several planning, parking, and development practitioners to better understand similar research efforts, nuances, and pressing issues facing each discipline. In particular, the Metropolitan Area Planning Council (MAPC) in Greater Boston and the North Central Texas Council of Governments (NCTCOG) in the Dallas-Fort Worth Metroplex offered lessons learned from their similar work to understand and inform station-area parking supply.

Survey

After speaking with these agencies, RTD drafted an electronic survey in Google Forms for managers of residential properties to understand each property's general characteristics, parking programs, and transportation amenities.

RTD tracks station-area development in Metro Denver, logging development type, size, and location among other features. RTD used that database to develop a universe of properties for this study, prioritizing rental apartment buildings within a 10-minute walk of a bus rapid transit or train station with at least 50 units that opened or were substantially renovated within five years of transit service opening.[8] That filter identified 120 properties, and RTD relied on contact information provided by transportation management associations or property websites to contact managers of those properties between fall 2019 and spring 2020 to explain the research and distribute the online survey. Of 111 property managers who received the survey, RTD received 99 responses.

Count & Confirmation

Learning from MAPC and NCTCOG and taking advantage of a State-mandated stay-at-home order in April 2020, RTD counted parking utilization at 104 properties in April 2020 on a Tuesday through Thursday between 10 a.m. and 3 p.m., avoiding Friday through

[8] RTD did not survey or count condominiums. A State construction defects law has limited condominium development, thus mitigating the benefit of studying this product type, and surveying individual condo-unit owners proved prohibitively challenging.



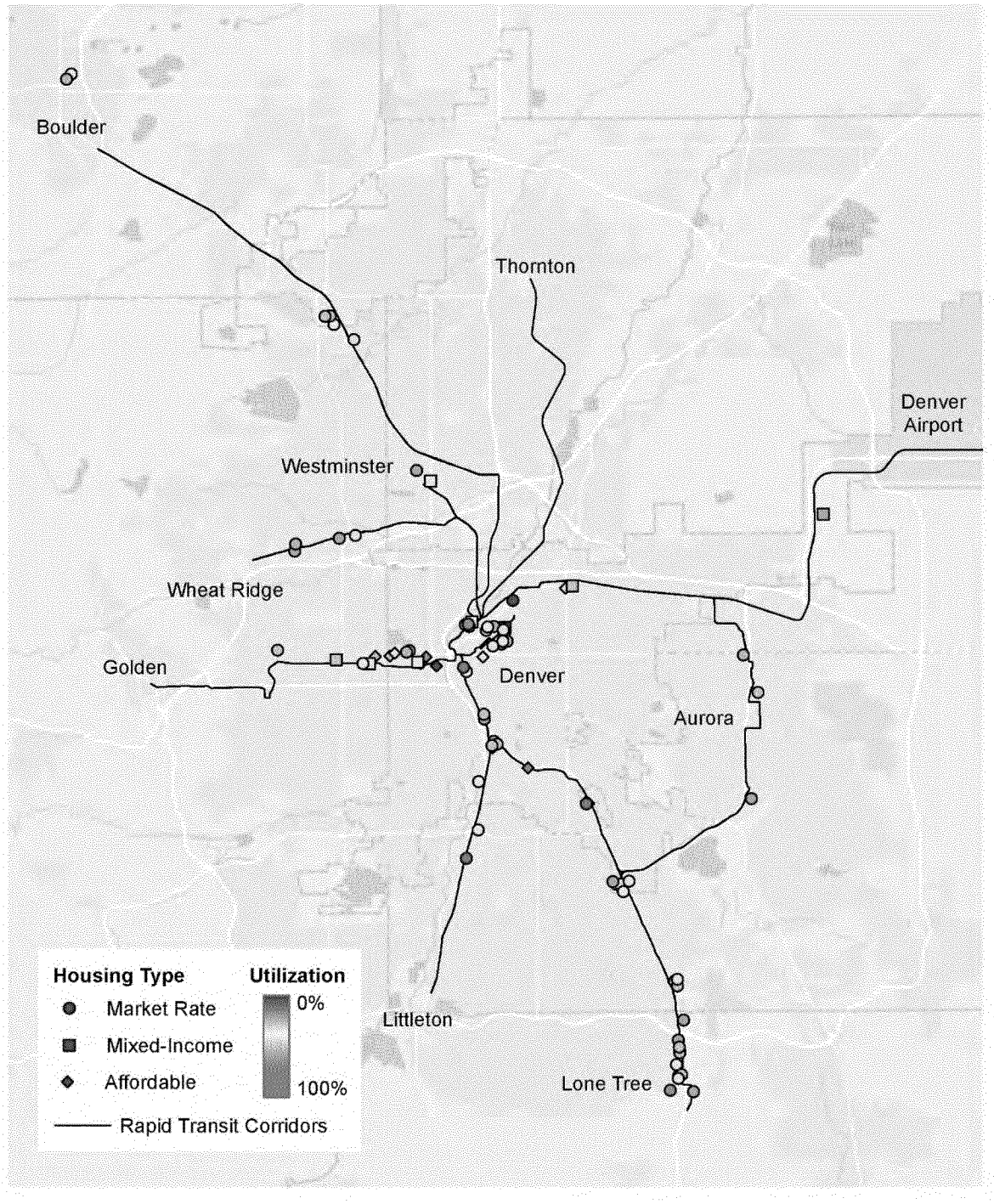
Monday because utilization is typically lower on those days. RTD again followed up with property managers after these counts to clarify questions raised in the field and further detail survey responses.

In the two weeks following Labor Day 2020, RTD verified April daytime counts with nighttime counts of 19 properties (approximately 22 percent of the 86 analyzed properties) on a Tuesday through Thursday between 9 p.m. and midnight to verify consistency between the counting time periods. Utilization from the smaller nighttime counts nearly matched that of the daytime counts: 63 percent utilization by day in April; 62 percent utilization by night in September.

Analysis

RTD both received a survey from and counted parking utilization at 94 properties, of which 86 properties in 11 municipalities were more than 80 percent leased at the time of the count (Figure 1). RTD analyzed these 86 properties' parking provision and utilization patterns related to resident income, property age, property transportation policies, and location features.

Figure 1: Map of Properties Analyzed



Findings

Most significant, the analysis found that all 86 properties provide 42 percent more parking on average than residents use at peak demand, and income-restricted properties provide 50 percent more parking than used – well above the 5 to 15 percent considered optimal parking management.[9] This over-supply comes at a substantial cost: approximately $25,000 per parking space in a Metro Denver parking structure, which are typical of station-area developments that make efficient use of high-value land.

While excessive parking at any station-area property would fail to complement the neighborhood's intrinsic multimodal alternatives and increase residents' cost of living, the cost of excessive parking often jeopardizes affordable housing. Thus, the unnecessary cost of housing cars instead of families often limits or effectively prohibits affordable housing in station areas and limits transit access for reliable transit users.

Excessive parking particularly affects the viability of low-income housing, whose developers have few financial sources to afford inefficient costs. The City and County of Denver estimates that the region lacks 100,000 homes, and the Colorado Housing and Finance Authority reports that annual demand for competitive low-income housing tax credit capital was over-subscribed by 219 percent in 2020. Not surprising, the National Community Reinvestment Coalition (NCRC) ranked Metro Denver as the second fastest gentrifying region in the country between 2013 and 2017.

Table 1: Selection from NCRC's "Gentrification and Displacement 2020"

City	Total Tracts	Eligible Tracts	Gentrifying Tracts	Rate of Gentrification
San Francisco-Oakland	975	131	41	31.3%
Denver	619	80	22	27.5%
Boston	1003	75	16	21.3%
Miami-Ft. Lauderdale	1215	81	17	21.0%
New Orleans	392	64	13	20.3%
Austin	350	56	11	19.6%
New York City	4515	362	70	19.3%

Reproduced from "Gentrification and Displacement 2020"

Excess parking is particularly inappropriate in transit-rich neighborhoods. Not only does it effectively prohibit affordable housing, but it unnecessarily increases development cost,

[9] Urban Land Institute, "Shared Parking"



reduces project savings, and obstructs access to transit and, by extension, to economic opportunity for a growing number of low-income households.

Resident Income

Table 2 details the number of parking spaces available and utilized on a per-unit basis at all 86 properties analyzed, separated by their inclusion of market-rate, mixed-income, and income-restricted units. Residents of income-restricted properties use less parking than residents of market-rate residents, suggesting that municipalities and developers should have different standards for parking demand at market-rate and income-restricted properties in station areas.



In market-rate properties, 1.23 parking spaces per unit are provided, but only 0.74 parking spaces per unit are used.

Income-restricted properties provide 0.72 parking spaces per unit, but residents use only 0.36 parking spaces per unit.

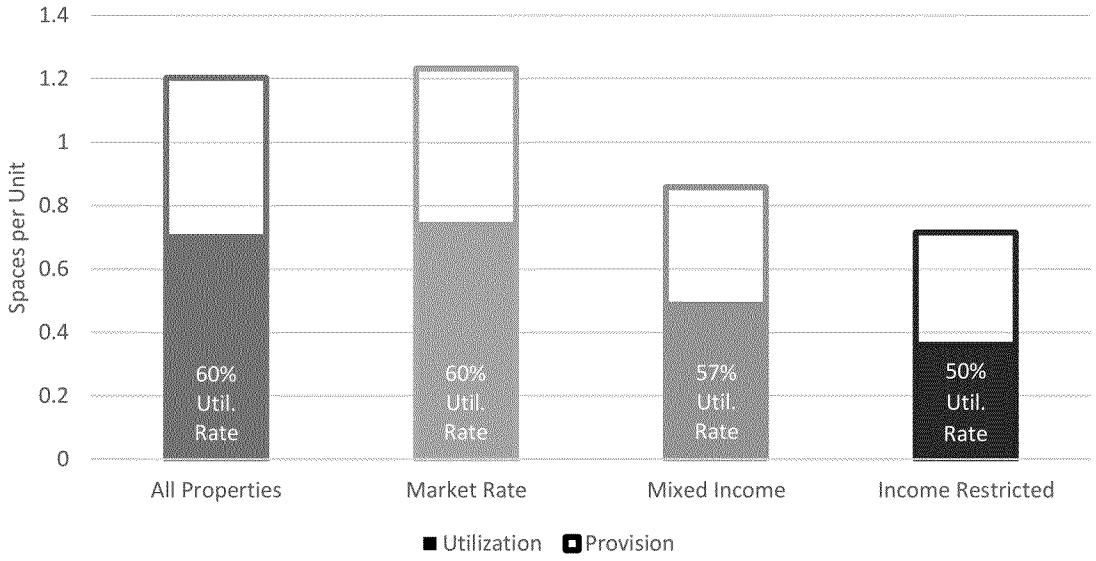


Summarized in Figure 2, the 65 analyzed market-rate properties provide an average of 1.23 parking spaces per unit, but residents use at peak demand only 0.74 parking spaces per unit– a 60 percent utilization rate. Sixteen income-restricted properties provide an average of 0.72 spaces per unit, but residents use only 0.36 parking spaces per unit – a 50 percent utilization rate.

Table 2: Parking Provided and Utilized per Unit at Property by Resident Income

Resident Income	Properties	Units	Parking Spaces	Spaces Provided Per Unit	Spaces Utilized Per Unit	Percent Utilized
All Properties	86	25,333	30,478	1.20	0.70	58%
Market Rate	65	19,850	24,462	1.23	0.74	60%
Mixed Income	5	985	845	0.86	0.49	57%
Income Restricted	16	1,587	1,135	0.72	0.36	50%

Figure 2: Parking Provided and Utilized per Unit at Property by Resident Income



Bundled Parking

Nearly an even split of properties include (45) or do not include (41) a parking space in a tenant's lease, otherwise known as bundling or unbundling parking, respectively. Although one may expect an additional parking fee at unbundled properties to result in lower parking demand, prompting developers to reduce supply, properties with unbundled parking provide more parking per unit and have higher utilization rates than their bundled-parking counterparts. This unexpected finding for higher supply and utilization at unbundled properties may be explained by resident income at these properties; 38 of 41 unbundled properties are market-rate properties, thus accommodating a higher-income tenant, who is more likely than a lower-income tenant to own a vehicle. Developers of market-rate apartments with unbundled parking likely anticipate a high demand for parking from higher-income tenants.

Table 3: Parking Provided and Utilized per Unit at Properties with Bundled Parking

Bundled	Properties	Units	Parking Spaces	Spaces Provided Per Unit	Spaces Utilized Per Unit	Percent Utilized
All Properties	45	9,851	11,580	1.18	0.66	56%
Market Rate	27	7,892	10,147	1.29	0.73	57%
Mixed Income	4	901	751	0.83	0.48	58%
Income Restricted	14	1,058	682	0.64	0.33	50%

Table 4: Parking Provided and Utilized per Unit at Properties with Unbundled Parking

Unbundled	Properties	Units	Parking Spaces	Spaces Provided Per Unit	Spaces Utilized Per Unit	Percent Utilized
All Properties	41	11,241	13,330	1.19	0.74	63%
Market Rate	38	10,947	13,042	1.19	0.75	63%
Mixed Income	1	84	94	1.12	0.56	50%
Income Restricted	2	210	194	0.92	0.45	49%

Neighborhood Transit Quality

The Center for Neighborhood Technology's (CNT) All Transit (AT) compiles transit stop, route, and frequency information in more than 300 regions, including Metro Denver. RTD used properties' AT scores to approximate their neighborhoods' levels of transit service and separated scores into quartiles of transit quality. (Tables 5 through 8)

One may expect quartiles to relate inversely to parking utilization – the better the transit quality, the lower the need to own and park a vehicle – and that expectation holds true. After accounting for single-property outliers, resident income continues to correlate with parking utilization. Rates of parking supply and demand are higher at market-rate properties and lower at income-restricted properties than average in each quartile, and income-restricted properties exhibit the lowest per-unit utilization (0.31) across all quartiles.

However, parking utilization across all properties in all quartiles is neither as distinct among the quartiles nor as related to neighborhood transit quality as one may expect. For example, the lowest per-unit utilization occurs in the second lowest quartile, not the highest quartile. It is surprising that neighborhood transit quality does not play a more significant role in parking provision or utilization. Municipalities and developers may better consider neighborhood transit quality when determining parking provision, as the transit agency may consider transit-supportive land uses in station areas when determining provision of transit services to neighborhoods.

Table 5: Parking Provided and Utilized per Unit at Properties in Lowest Quartile

Lowest Quartile	Properties	Units	Parking Spaces	Spaces Provided Per Unit	Spaces Utilized Per Unit	Percent Utilized
All Properties	21	6,429	7,067	1.10	0.66	60%
Market Rate	19	6,018	6,911	1.15	0.69	60%
Mixed Income	1	266	126	0.47	0.24	52%
Income Restricted	1	145	30	0.21	0.19	90%



Table 6: Parking Provided and Utilized per Unit at Properties in Low Quartile

Low Quartile	Properties	Units	Parking Spaces	Spaces Provided Per Unit	Spaces Utilized Per Unit	Percent Utilized
All Properties	23	5,277	6,028	1.14	0.72	63%
Market Rate	15	4,283	5,351	1.25	0.80	64%
Mixed Income	2	194	199	1.03	0.53	52%
Income Restricted	6	800	478	0.60	0.31	52%

Table 7: Parking Provided and Utilized per Unit at Properties in High Quartile

High Quartile	Properties	Units	Parking Spaces	Spaces Provided Per Unit	Spaces Utilized Per Unit	Percent Utilized
All Properties	22	6,129	8,015	1.31	0.73	56%
Market Rate	17	5,761	7,617	1.32	0.75	56%
Mixed Income	1	129	158	1.22	0.51	42%
Income Restricted	4	239	240	1.00	0.50	50%

Table 8: Parking Provided and Utilized per Unit at Properties in Highest Quartile

Highest Quartile	Properties	Units	Parking Spaces	Spaces Provided Per Unit	Spaces Utilized Per Unit	Percent Utilized
All Properties	20	4,587	5,332	1.16	0.70	60%
Market Rate	14	3,788	4,583	1.21	0.73	60%
Mixed Income	1	396	362	0.91	0.62	68%
Income Restricted	5	403	387	0.96	0.44	46%

Transit Pass Provision

RTD's Neighborhood EcoPass (NEco) Program allows managers with at least 40 units to purchase monthly transit passes at significant discount and provide those passes to tenants to encourage their transit use. Of the 86 properties analyzed, managers at only eight properties provide Neighborhood EcoPasses, translating to slightly lower parking provision and utilization (1.15 and 0.64 parking spaces per unit, respectively) compared to the majority of properties (1.18 and 0.71 parking spaces per unit, respectively). Although few station-area properties participate in the NEco Program, this finding suggests nonetheless that RTD should encourage municipalities and developers to consider reductions in parking provision on condition of participation in NEco and other transportation-demand management programs.



Table 9: Parking Provided and Utilized per Unit at Properties with Neighborhood EcoPasses

With NEco	Properties	Units	Parking Spaces	Spaces Provided Per Unit	Spaces Utilized Per Unit	Percent Utilized
All Properties	8	1,330	1,532	1.15	0.64	56%
Market Rate	4	1,011	1,273	1.26	0.72	57%
Mixed Income	0	-	-	-	-	N/A
Income Restricted	4	319	259	0.81	0.42	51%

Table 10: Parking Provided and Utilized per Unit at Properties without Neighborhood EcoPasses

Without NEco	Properties	Units	Parking Spaces	Spaces Provided Per Unit	Spaces Utilized Per Unit	Percent Utilized
All Properties	78	21,092	24,910	1.18	0.71	60%
Market Rate	61	18,839	23,189	1.23	0.74	60%
Mixed Income	5	985	845	0.86	0.49	57%
Income Restricted	12	1,268	876	0.69	0.35	50%

Proximity to Transit

The distance between property and station may play a small role in parking supply and demand. Twenty-nine (29) properties lying less than 0.3 miles from a station provide 0.17 fewer parking spaces per unit and residents of those properties utilize 0.10 fewer parking spaces per unit compared to 57 properties between 0.3 and 0.5 miles from a station. In other words, for every 30 units, a property within a five-minute walk of a station provides five fewer parking spaces and its residents use three fewer parking spaces than a comparable station-area property farther away.

Table 11: Parking Provided and Utilized at Properties less than 0.3 Miles from Station

<0.3 mi.	Properties	Units	Parking Spaces	Spaces Provided Per Unit	Spaces Utilized Per Unit	Percent Utilized
All Properties	29	6,670	7,086	1.06	0.63	60%
Market Rate	19	5,380	6,334	1.18	0.71	61%
Mixed Income	4	589	483	0.82	0.40	48%
Income Restricted	6	701	269	0.38	0.23	59%



Table 12: Parking Provided and Utilized at Properties between 0.3 and 0.5 Miles from Station

0.3 mi. - 0.5 mi.	Properties	Units	Parking Spaces	Spaces Provided Per Unit	Spaces Utilized Per Unit	Percent Utilized
All Properties	57	15,752	19,356	1.23	0.73	59%
Market Rate	46	14,470	18,128	1.25	0.75	60%
Mixed Income	1	396	362	0.91	0.62	68%
Income Restricted	10	886	866	0.98	0.47	48%

Core vs Suburbs

Of the 86 properties analyzed, 45 are in Denver, where relatively sophisticated parking requirements may influence properties' provision of 0.04 fewer parking spaces per unit, compared to their suburban counterparts.[10]

Table 13: Parking Provided and Utilized at Properties Located in Denver

Denver	Properties	Units	Parking Spaces	Spaces Provided Per Unit	Spaces Utilized Per Unit	Percent Utilized
All Properties	45	10,217	11,801	1.16	0.68	59%
Market Rate	27	8,081	10,109	1.25	0.75	60%
Mixed Income	3	609	614	1.01	0.59	58%
Income Restricted	15	1,527	1,078	0.71	0.35	49%

Table 14: Parking Provided and Utilized at Properties not Located in Denver

Non-Denver	Properties	Units	Parking Spaces	Spaces Provided Per Unit	Spaces Utilized Per Unit	Percent Utilized
All Properties	41	12,205	14,641	1.20	0.72	60%
Market Rate	38	11,769	14,353	1.22	0.73	60%
Mixed Income	2	376	231	0.61	0.32	52%
Income Restricted	1	60	57	0.95	0.65	68%

Transit-Oriented Development Typology

In 2015, the City and County of Denver's Transit-Oriented Development Strategic Plan classified all 29 stations in the city into five typologies: Downtown, Urban Center, General Urban, Urban, and Suburban. Of 45 analyzed properties in all five Denver typologies, the five properties in the Downtown typology near Union Station – arguably the region's most transit-oriented and walkable environment – exhibit the lowest parking provision (0.96

[10] Denver Zoning Code allows for alternative parking ratios (Art. 10.4.5.2) and parking reductions (Art. 10.4.5.3).

parking spaces per unit) among the five typologies but the highest parking utilization (0.76 parking spaces per unit), despite all five requiring an additional for parking fee (i.e., unbundling). Four market-rate properties where residents use 0.77 parking spaces per unit on average significantly influence the high utilization rate. Income-restricted properties in the Urban and General Urban typologies exhibit the lowest rates of parking supply (0.58 and 0.54 parking spaces per unit, respectively) and parking demand (0.28 and 0.29 parking spaces per unit, respectively).

Table 15: Parking Provided and Utilized at Properties per Denver Downtown Typology

Downtown	Properties	Units	Parking Spaces	Spaces Provided Per Unit	Spaces Utilized Per Unit	Percent Utilized
All Properties	5	1,592	1,522	0.96	0.76	79%
Market Rate	4	1,485	1,396	0.94	0.77	82%
Mixed Income	0	-	-	-	-	N/A
Income Restricted	1	107	126	1.18	0.59	50%

Table 16: Parking Provided and Utilized at Properties per Denver Urban Center Typology

Urban Center	Properties	Units	Parking Spaces	Spaces Provided Per Unit	Spaces Utilized Per Unit	Percent Utilized
All Properties	15	3,862	4,844	1.25	0.74	59%
Market Rate	12	3,616	4,586	1.27	0.76	60%
Mixed Income	0	-	-	-	-	N/A
Income Restricted	3	246	258	1.05	0.50	48%

Table 17: Parking Provided and Utilized at Properties per Denver Urban Typology

Urban	Properties	Units	Parking Spaces	Spaces Provided Per Unit	Spaces Utilized Per Unit	Percent Utilized
All Properties	6	1,176	1,243	1.06	0.47	44%
Market Rate	2	537	874	1.63	0.70	43%
Mixed Income	0	-	-	-	-	N/A
Income Restricted	4	639	369	0.58	0.28	48%

Table 18: Parking Provided and Utilized at Properties per Denver General Urban Typology

General Urban	Properties	Units	Parking Spaces	Spaces Provided Per Unit	Spaces Utilized Per Unit	Percent Utilized
All Properties	15	3,083	3,601	1.17	0.65	55%
Market Rate	7	2,055	2,761	1.34	0.74	55%
Mixed Income	3	609	614	1.01	0.59	58%
Income Restricted	5	419	226	0.54	0.29	53%



Table 19: Parking Provided and Utilized at Properties per Denver Suburban Typology

Suburban	Properties	Units	Parking Spaces	Spaces Provided Per Unit	Spaces Utilized Per Unit	Percent Utilized
All Properties	4	504	591	1.17	0.73	62%
Market Rate	2	388	492	1.27	0.81	64%
Mixed Income	0	-	-	-	-	N/A
Income Restricted	2	116	99	0.85	0.43	51%

Property Age

Property age does not clearly affect parking supply or demand. In terms of parking provision, whereas the 22 properties built before 2010 and the 38 properties built after 2015 have higher per-unit supply (1.21 and 1.28 parking spaces per unit, respectively), the 26 properties built between 2010 and 2015 offer only 1.01 parking spaces per unit, which may reflect financing constraints during the Great Recession.

Table 20: Parking Provided and Utilized at Properties Built before 2010

Pre-2010	Properties	Units	Parking Spaces	Spaces Provided Per Unit	Spaces Utilized Per Unit	Percent Utilized
All Properties	22	6,420	7,771	1.21	0.74	61%
Market Rate	16	5,398	7,175	1.33	0.81	61%
Mixed Income	2	662	488	0.74	0.47	64%
Income Restricted	4	423	189	0.45	0.22	49%

Table 21: Parking Provided and Utilized at Properties Built between 2010 and 2014

2010-2014	Properties	Units	Parking Spaces	Spaces Provided Per Unit	Spaces Utilized Per Unit	Percent Utilized
All Properties	26	5,959	6,014	1.01	0.67	66%
Market Rate	19	5,367	5,593	1.04	0.70	67%
Mixed Income	1	110	105	0.95	0.51	53%
Income Restricted	6	482	316	0.66	0.37	56%

Table 22: Parking Provided and Utilized at Properties Built after 2015

2015-2019	Properties	Units	Parking Spaces	Spaces Provided Per Unit	Spaces Utilized Per Unit	Percent Utilized
All Properties	38	8,713	11,125	1.28	0.70	55%
Market Rate	30	8,074	10,421	1.29	0.72	56%
Mixed Income	2	213	252	1.18	0.53	45%
Income Restricted	6	426	452	1.06	0.49	46%



Recommendations

Together, RTD's ridership and parking research encourage changes to parking policy in Metro Denver, and several planning and development partners have the opportunity to drive that change for mutual benefit.

RTD

Understanding that low-income households utilize transit more and demand parking less than higher income neighbors, RTD should amend its policy for joint development (i.e., redevelopment of agency property) to prefer income-restricted housing in order to increase ridership, which market-rate housing is less likely to accomplish. Considering income-restricted properties' relatively low parking demand, RTD should negotiate with developers to share parking between transit patrons and residents and encourage municipalities to recognize lower parking demand at income-restricted housing, either by right or through variances from unduly high minimum parking requirements.

While promoting affordable housing through redevelopment of RTD parking facilities may be a laudable goal, RTD's limited property holdings in station areas as well as competition for maintaining or expanding parking for transit patrons minimize the potential impact of that effort and so invites collaboration from municipalities.

Municipalities

Municipalities could expand the impact of co-locating income-restricted housing in station areas by amending local zoning or issuing variances from parking requirements to encourage affordable housing in station areas through context-sensitive parking requirements. The City and County of Denver exemplifies several leading practices: the zoning code allows reducing minimum parking requirements by 25 percent for all properties within 0.25 miles of a station; the Dedicated Affordable Housing Fund and other funding sources prioritize financial support to transit-rich neighborhoods; recently published recommendations for transportation demand management complement significant station-area investments; and the proposed Affordable Housing Zoning Incentive would reduce parking requirements citywide (coincidentally consistent with RTD's expansive bus network in the region's core).



Developers and Financial Partners

Developers and their financial partners should consider and expand on this research to make data-driven, evidence-based decisions about development that will attract residents who prefer a transit-oriented lifestyle and other amenities that reduced or deferred project costs can support. Relevant for income-restricted housing that relies on low-income housing tax credits, the Colorado Housing and Finance Authority has shown interest in considering revisions to its qualified allocation plan in order to increase funding for non-parking transportation resources. The Colorado Chapter of the Urban Land Institute also has expressed support to advance these findings among members.

Financial partners play a significant role in Denver's transit-oriented affordable housing landscape, with many of them, as well as the City and County of Denver, the Colorado Housing and Finance Authority, and state agencies, investing in the Denver Region Transit-Oriented Development Fund to provide low-interest loans to affordable-housing developers in transit-rich neighborhoods. In addition, Mile High Connects provides a forum for government, funders, and advocates to identify and secure broad community benefits through station-area development.



Conclusion

An analysis of peak-hour parking demand at 86 leased-up apartment buildings across Metro Denver found utilization ranging from 60 percent at market-rate properties to 50 percent at income-restricted properties.



Planning and development partners should tailor parking requirements for station-area development's unique mobility landscape.

Those low utilization rates represent substantial and unnecessary additional development cost, which developers may pass on to residents through higher rents, fewer units, and reduced services. In the second fastest-gentrifying region in the country, that cost particularly burdens low-income households, who are more likely to use transit than parking. Backed by these findings, planning and development partners should tailor parking requirements to station-area developments' unique mobility landscape in order to achieve shared goals for enhanced public welfare and economic vitality.

Appendix

RTD Residential Property Parking Survey

(Created and distributed with Google Forms)

The RTD Residential Property Parking Survey is designed to understand current parking demand at residential properties near train and bus rapid transit stations to inform future parking supply provided in transit-served areas. RTD will aggregate and anonymize your response and others and publish findings on our website. Your participation is voluntary and the survey should take less than 10 minutes to complete. Please contact [Name] at [Name]@RTD-Denver.com for further information. Thank you!

Property Information

1. How many units are there in the property? (E.g., 100 units)
2. How many of those total units are leased? (E.g., 85 units)
3. How many of those total units are income-restricted? (E.g., 40 units)
4. How many studio apartments are in the property?
5. How many one-bedroom apartments are in the property?
6. How many two-bedroom apartments are in the property?
7. How many three-bedroom apartments are in the property?
8. What is the average monthly rent for a market-rate studio apartment?
9. What is the average monthly rent for a market-rate one-bedroom apartment?
10. What is the average monthly rent for a market-rate two-bedroom apartment?
11. What is the average monthly rent for a market-rate three-bedroom apartment?

Parking Information

12. How many parking spaces are available at the property for passenger vehicles?
13. Is parking for passenger vehicles included (i.e., bundled) in a tenant's lease? *Mark only one oval.*
    a. Yes *Skip to question 14*
    b. No *Skip to question 17*
    c. Other:
14. How many parking spaces are provided in the lease? (Please express in terms of per unit, per bedroom, etc. E.g., 1 space per unit)
15. Can a tenant receive additional parking beyond what is guaranteed in its lease? *Mark only one oval.*
    a. Yes
    b. No
    c. Other:
16. Can the tenant decline to use parking in order to reduce the lease payment? *Mark*



only one oval.

a. Yes *Skip to question 18*
b. No *Skip to question 18*
c. Other:

17. What is the monthly cost of reserving a parking space? (If applicable, please specify different costs for covered or uncovered parking, for first, second, or third spaces, etc. E.g., "$75 for first covered, $50 for first uncovered; $100 for each additional covered or uncovered")
18. Is there a waitlist for parking spaces? *Mark only one oval.*

a. Yes
b. No
c. Other:

19. In addition to parking for tenants, does the property provide parking for any of the following users? *Check all that apply.*

a. N/A - the property does not provide parking for any other user
b. Property management
c. Visitors
d. Car sharing
e. Nearby business employees
f. Nearby retail customers
g. Nearby residents
h. General public - hourly
i. General public - daily
j. Other:

20. Do you think tenants are parking off-site? *Mark only one oval.*

a. Yes
b. No
c. Other:

21. If you do think tenants park off-site, where and why?
22. Does the property provide any of the following to tenants? *Check all that apply.*

a. RTD pass subsidy
b. RTD service info (e.g., schedules and maps)
c. Shuttle service
d. Carshare membership subsidy
e. Bikeshare membership subsidy
f. Bike parking - uncovered
g. Bike parking - covered
h. Bike parking - secured (e.g., in a locker or locked room)
i. Bike maintenance equipment
j. Other:

23. Do you hear from tenants any recurring comments or complaints about parking or transportation in/around the property?



Contact Information

24. Property Name
25. Property Address - Street & City
26. Property Management Company
27. Property Manager Name
28. Property Manager Phone Number
29. Property Manager Email Address

Thank you!

30. Thanks for your help! RTD may follow up with questions. Please feel free to provide additional comment below.

TOWN OF SUPERIOR
PLANNING COMMISSION
RESOLUTION NO. PC-2
SERIES 2024

A RESOLUTION OF THE PLANNING COMMISSION OF THE TOWN OF SUPERIOR RECOMMENDING APPROVAL OF A SECOND AMENDMENT TO THE PLANNED DEVELOPMENT PLAN FOR DISCOVERY OFFICE PARK (CASE NO. PDA-2024-01)

WHEREAS, Awieda Properties, Inc. ("Applicant") owns certain property located in the Town of Superior that is generally described as Discovery Office Park (the "Property");

WHEREAS, Applicant has filed an application (the "Application") for a second amendment to the Planned Development Plan for the Property ("PDA #2");

WHEREAS, the Board of Trustees approved the first PD Plan for the Property in March 2001;

WHEREAS, the Board of Trustees approved the first PD Plan Amendment for the Property in May 2014;

WHEREAS, pursuant to Section 16-10-30(c)(5) of the Superior Municipal Code (the "Code"), an amendment to a PD Plan is treated as a new plan, and the specific review criteria are set forth in Section 16-10-30(b) of the Code;

WHEREAS, Section 16-10-30(c)(3) of the Code requires a public hearing before the Planning Commission and recommendation by the Planning Commission to the Board of Trustees regarding an amendment to a PD Plan; and

WHEREAS, on March 19, 2024, the Planning Commission held a properly-noticed public hearing on the Application.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE TOWN OF SUPERIOR, COLORADO, as follows:

Section 1. The Planning Commission hereby finds that PDA #2 satisfies the applicable approval criteria in the Code, and recommends that the Board of Trustees approve the Application, subject to the following conditions:

A. Prior to executing and recording final mylars, Applicant shall make minor technical and redline corrections to plans as identified by Town staff;

B. Applicant shall submit the final PD plan prior to executing and recording final mylars;

C. Applicant shall reduce reflectively of the roof to the extent possible;

D. Applicant shall reduce the noise stemming from the mechanical ventilation of the parking area to the extent possible;

E. Applicant shall add additional, meaningful outdoor space to the extent possible; and

F. Additionally, the Planning Commission recommends the Applicant add 0.5 bike parking spaces per unit to accommodate for the decrease in parking.

Section 2. This Resolution is hereby adopted by a majority of those Planning Commissioners present to hear the Application according to the following numbers of votes:

7 "yes" votes

0 "no" votes

ADOPTED this 19th day of March, 2024.

David J. Harper

David Harper, Chairperson

ATTEST:

Lydia Tecke, Town Clerk

THE TOWN OF SUPERIOR SEAL COLORADO

ITEM NO. 5

INFORMATION FOR MEETING
OF THE SUPERIOR BOARD OF TRUSTEES

AGENDA ITEM NAME: **Town of Superior's Possible Withdrawal from the Rocky Mountain Metropolitan Airport – Community Noise Roundtable**

MEETING DATE: **April 22, 2024**

PRESENTED BY: **Matt Magley, Town Manager**

PRESENTED FOR: **Discussion**

BACKGROUND:

This is a continued Board discussion from the April 8 meeting of whether or not to withdraw from the Rocky Mountain Metropolitan Airport Community Noise Roundtable. Recently, the City and County of Broomfield announced that it planned to withdraw from the Roundtable.

In late 2020, a Community Noise Roundtable was established by communities surrounding the airport to provide a channel of communication in making suggestions regarding changes to mitigate noise from the airport. The Roundtable includes: Jefferson County, Boulder County, City and County of Broomfield, Cities of Arvada, Westminster, Lafayette, Louisville and Town of Superior. The Roundtable has been meeting since 2021. The Roundtable seeks to:

- Identify the dimension of noise issues, discover possible mitigation actions, find opportunities for implementation of mitigation measures, and evaluate the effectiveness of the mitigation measures;
- Share up-to-date data in order to identify potential voluntary noise reduction opportunities;
- Identify potential operational changes to the Airport that would require federal approval;
- Build consensus around recommendations for noise reduction measures, whether voluntary or mandatory (understanding that mandatory measures require FAA approval);

- Review available data regarding noise reduction measures; and
- Review Airport development plans, operational changes and surrounding community development plans for associated noise impacts.

ATTACHMENTS:

- IGA
- Bylaws

INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE ROCKY MOUNTAIN METROPOLITAN AIRPORT COMMUNITY NOISE ROUNDTABLE

THIS INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE ROCKY MOUNTAIN METROPOLITAN AIRPORT COMMUNITY NOISE ROUNDTABLE (this "Agreement", this "Intergovernmental Agreement" or this "Establishing Agreement") is entered into as of the 1st day of December, 2020 (the "Effective Date"), by and between the County of Jefferson, State of Colorado, for and on behalf of the Rocky Mountain Metropolitan Airport; the County of Boulder, State of Colorado; the City and County of Broomfield, State of Colorado; the City of Westminster, State of Colorado; the City of Arvada, State of Colorado; the Town of Superior, State of Colorado; and the City of Louisville, State of Colorado; (hereinafter singularly as a "Member" or "Local Government Member" and collectively as the "Members" or "Local Government Members").

RECITALS

A. The Board of County Commissioners of Jefferson County created the Jefferson County Airport Authority pursuant to C.R.S. 41-3-101 et seq. on December 15, 1965, and in April of 1966, Jefferson County conveyed property to the Jefferson County Airport Authority for the creation and operation of a county airport.

B. On November 8, 1998, by resolution the Board of County Commissioners of Jefferson County terminated the Jefferson County Airport Authority and transferred the assets and operations of the Jefferson County Airport back to the County of Jefferson, State of Colorado as permitted by statute.

C. The County of Jefferson, State of Colorado ("Jefferson County") currently owns and operates the Rocky Mountain Metropolitan Airport, formerly the Jefferson County Airport (the "Airport" or "RMMA") which is located in the northern section of Jefferson County and contains approximately 500 acres of land.

D. The Airport's location just south of US Highway 36 and Wadsworth Boulevard along the Denver-Boulder highway corridor allows the Airport to contribute over $730 million dollars in business revenue to the region based on the 2020 Airport Economic Impact Report done by the Colorado Department of Transportation.

E. Since the 1970s, the Airport has been a general aviation airport that is supported by the United States Federal Aviation Administration ("FAA") through various funding and Jefferson County is bound by certain FAA Grant Assurance as a result of receipt of such funding.

F. As development occurs in and around the Airport, various parties and neighbors become more concerned about the noise and other impacts of the Airport on the surrounding community.

G. The purpose of this Intergovernmental Agreement is to create a voluntary association of the Airport, neighboring communities, federal and state agencies and Airport users to collaboratively identify solutions to address community concerns regarding noise impacts surrounding Rocky Mountain Metropolitan Airport.

H. The Members have determined that the most effective way to continue pursuit of such goals and objectives is to create a Rocky Mountain Metropolitan Airport Community Noise Roundtable ("RMMA-CNR" or "Roundtable"). Through its membership and participation of other non-member parties including locally appointed community representatives, Airport staff, Airport users, staff from the FAA and other local agencies, the Roundtable acts as a forum that attempts to achieve cooperation between all of these groups in accomplishing Airport noise reduction.

I. The Members have the authority pursuant to Article XIV, Section 18 of the Colorado Constitution and Colorado Revised Statute ("CRS") Section 29-1-203, to cooperate or contract with each other to address noise issues within their communities and to establish the Rocky Mountain Metropolitan Airport Community Noise Roundtable to address noise impacts surrounding the Rocky Mountain Metropolitan Airport.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and benefits of this Agreement the Members hereby covenant and agree as follows with respect to the formation and operation of the Rocky Mountain Metropolitan Airport Community Noise Roundtable:

ARTICLE I
NAME AND PURPOSE

1. **Establishment of Community Roundtable**. The Members hereby create and establish a community roundtable known as the "Rocky Mountain Metropolitan Airport Community Noise Roundtable," pursuant to CRS Section 29-1-203 to carry out the provisions of this Agreement and to advance the purposes and goals of the Rocky Mountain Metropolitan Airport Community Noise Roundtable as set forth herein.

2. **Purpose**. The purpose of the Rocky Mountain Metropolitan Airport Community Noise Roundtable is to provide for and promote a regional, coordinated approach to collaborate on and address the noise impacts to the community surrounding the Rocky Mountain Metropolitan Airport. RMMA-CNR is a voluntary association of the Airport, neighboring communities, federal and state agencies and airport users created to collaboratively identify solutions to address community concerns regarding airport noise impacts surrounding Rocky Mountain Metropolitan Airport. In a non-adversarial and collaborative open forum, RMMA-CNR will seek to:

a. Identify the dimension of noise issues, discover possible mitigation actions, find opportunities for implementation of mitigation measures, and evaluate the effectiveness of the mitigation measures;
b. Share up-to-date data in order to identify potential voluntary noise reduction opportunities;
c. Identify potential operational changes to the Airport that would require federal approval;
d. Build consensus around recommendations for noise reduction measures, whether voluntary or mandatory (understanding that mandatory measures require FAA approval);
e. Review available data regarding noise reduction measures; and

f. Review Airport development plans, operational changes and surrounding community development plans for associated noise impacts.

3. **Powers**. The Members acknowledge and agree that the Roundtable is not a separate legal entity and does not have any authority to act separate from its Members.

ARTICLE II
MEMBERSHIP

1. **Membership**. The Members of the Rocky Mountain Metropolitan Airport Community Noise Roundtable shall consist of the Local Government Members as defined above, and such other Members as may join the Roundtable from time to time, as set forth herein and in a set of duly approved bylaws of the Roundtable (the "Bylaws"). Initial membership in the Rocky Mountain Metropolitan Airport Community Noise Roundtable shall consist of counties, cities, or towns with jurisdictional boundaries that lie within or intersect with the Class D airspace of Rocky Mountain Metropolitan Airport and who are signatories to this Agreement.

2. **Additional Roundtable Participants**. Other parties, who will be called the Ex-Officio Participants or Community Participants, shall be permitted to participate in the Rocky Mountain Metropolitan Airport Community Noise Roundtable. Ex-Officio Participants and Community Participants are not Members of the Roundtable and shall have no voting rights except as otherwise may be provided in the Bylaws, if any. Ex-Officio Participants shall include staff from the Rocky Mountain Metropolitan Airport, and state and federal government agencies with a role in aviation, noise or other regulatory affairs as appliable to the Roundtable's goals and objectives. Community Participants shall include homeowners' associations, other community organizations and individuals that desire to participate in the Roundtable.

3. **Additional Members**. Additional counties, cities, or towns may be allowed to join the Roundtable as a Local Government Member upon: a) a finding that such jurisdiction can demonstrate direct impacts from Rocky Mountain Metropolitan Airport operations, and b) upon approval of a majority of the then-existing Roundtable Members. Additional Local Government Members will be required to execute an amendment to this Agreement which contains reasonable terms and conditions requiring such party to reimburse the then-existing Members or the Roundtable's fiscal agent, as described below, for a reasonable share of expenses incurred and expended by the Members and to assume a fair and equitable share of the ongoing liabilities of the Roundtable, and will require the payment of such other sums to the Roundtable's fiscal agent as may be provided in the amendment. The amendment will specify the rights, powers, duties, and obligations of any new Member.

4. **Withdrawal**. Any Member may withdraw from the Rocky Mountain Metropolitan Airport Community Noise Roundtable by giving thirty (30) days written notice to the Chairman of the Roundtable and the Rocky Mountain Metropolitan Airport of its intent to withdraw. Such withdrawing Member shall pay all of its obligations arising hereunder or pursuant to the Bylaws until the effective date of its withdrawal; provided, however, that if a Member determines to withdraw from the Roundtable after October 31 of the then-current calendar year, the withdrawing Member shall be required to pay the full amount of the Member's annual dues for the ensuing year. As of the effective date of withdrawal, the withdrawing Member shall lose all rights and benefits under this Agreement. A withdrawing Member shall have no obligation, financial or otherwise, to the Roundtable following the effective date of its withdrawal, except as otherwise provided herein and except that if such withdrawing Member is bound by any ongoing, long-term, or other obligation in its capacity as a Member of the Roundtable that

cannot be completed by the effective date of withdrawal, such withdrawing Member shall be bound by the terms of that obligation and shall provide therefore until such obligation has been discharged. A withdrawing Member acknowledges and agrees it may still be required to review and respond to proposed changes in Airport policies or procedures prior to FAA review regardless of the status of its membership in the Roundtable.

5. **Defaulting Member/Failure to Pay Annual Dues**. Should any Member of the Roundtable fail to comply with the terms of the Establishing Agreement or these Bylaws, including, but not limited to, failure to pay funds to satisfy its annual dues assessment prior to April 1 of any year for which such dues are authorized and failure to remit such payment to the Jefferson County Treasurer through the Rocky Mountain Metropolitan Airport prior to April 1 of the same year, such failure shall be deemed a default, and the remaining Members in good standing may exercise their rights to recover unpaid dues and seek enforcement of the Establishing Agreement and Bylaws, and all rights and benefits previously accorded to such Member shall be suspended. Rocky Mountain Metropolitan Airport staff will issue a written notice of default to the Member. If the Member is in default and such failure has not been cured within 30 days of receipt of written notice, the membership of a defaulting Member may be terminated at the discretion of the other Members upon a Super Majority Vote (as defined in the Bylaws) of the Members currently in good standing. A terminated Member shall have no obligation, financial or otherwise, to the Roundtable, except as otherwise provided herein and except that if such terminated Member is bound by any ongoing, long-term, or other obligation in its capacity as a Member of the Roundtable that cannot be completed by the effective date of termination, such terminated Member shall be bound by the terms of that obligation and shall provide therefore until such obligation has been discharged. If the defaulting Member does not withdraw or if the defaulting Member is not terminated by a Super Majority Vote of the Members in good standing, the Member shall continue to be charged an annual dues assessment until such time as withdrawal is effective, and until such time, the withdrawing Member shall be required to pay in full all past due obligations to the Roundtable.

ARTICLE III
ROUNDTABLE GOVERNING BODY

1. **Roundtable Governing Body**. All of the Members shall constitute the board of Members of the Roundtable (the "Board") in which all of the power of the Roundtable shall be vested. The Board shall be governed by this Establishing Agreement and the Bylaws and shall be comprised of representatives of the Local Government Members of the Roundtable as set forth in the Bylaws.

2. **Powers**. The Members acknowledge and agree that the Roundtable is not a separate legal entity and does not have authority to act separate from its Members. Except as otherwise provided herein, the Roundtable, acting by and through the Board, shall possess all of the powers, privileges, and duties set forth in the Bylaws. The Bylaws as attached hereto as Exhibit A shall be the official Bylaws of the Roundtable as of the Effective Date until such time as the Bylaws are amended as provided therein.

3. **Voting**. The Members of the Roundtable shall be entitled to vote for Presiding Officers in accordance with the Bylaws. The voting requirements for action by the Board shall also be as set forth in the Bylaws.

4. **Officers**. The officers of the Roundtable, the manner of their selection, and their duties shall be as set forth in the Bylaws.

5. **Compensation**. Members of the Board and officers shall not receive compensation from the Roundtable for their services. Individual Members may reimburse their Roundtable participants for reasonable and necessary expenses incurred on behalf of, and authorized by, such Member to the extent permitted by law.

ARTICLE IV
ROUNDTABLE OBLIGATIONS AND FUNDING

1. **Roundtable Obligations**. The Members acknowledge and agree that the Rocky Mountain Metropolitan Airport Community Noise Roundtable is not a separate legal entity, but rather is a coordinated group of local governments governed by the terms of this Establishing Agreement.

2. **Fiscal and Contracting Agent**. Jefferson County, acting through the Rocky Mountain Metropolitan Airport staff, shall be the fiscal and contracting agent for the Rocky Mountain Metropolitan Airport Community Noise Roundtable. Staff for the Rocky Mountain Metropolitan Airport shall establish a separate account within the Airport fund to collect and fund Roundtable obligations. All financial reporting and purchasing on behalf of the Roundtable shall be performed consistent with Jefferson County's then-current policies and procedures.

3. **Member Dues**. The Members shall provide funds to the Roundtable pursuant to a dues structure as set forth in the Bylaws, the amount of such dues for the following calendar year to be determined by the Board by no later than July 31 of the then-current calendar year as determined by the Board. The Members hereby agree that for calendar year 2021 the dues shall be $3,600 per Member which funds shall be used initially for retaining and hiring a third-party facilitator to assist with the formation and operation of the Roundtable.

4. **Liabilities, Insurance, and Governmental Immunity**. As the Roundtable is not a separate legal entity, the organization shall not maintain a separate insurance policy and as such the Roundtable will rely upon each Member's insurance with respect to its operations. Nothing in this Agreement shall be construed as a waiver of any defense available to any Member under the Governmental Immunity Act or any similar provisions of applicable law.

ARTICLE VI
MISCELLANEOUS

1. **Term**. This Agreement shall commence on the date of its full execution by the parties hereto and shall be deemed to automatically renew each year thereafter, subject to funding of a new budget, unless terminated in accordance with the provisions of this Article.

2. **Amendment**. This Agreement may be supplemented, amended or modified only by written approval of a majority of the Members to the Agreement.

3. **Termination**. This Agreement may be terminated by approval of a majority of the Members to the Agreement, as such Agreement is amended from time-to-time; provided, however, that this Agreement may not be terminated so long as the Roundtable has obligations outstanding unless provision for full payment of such obligations has been made pursuant to the terms thereof. Liquid assets of the Roundtable remaining after satisfaction of all obligations of the Roundtable shall be equitably distributed to the Members as deemed fair and appropriate by

the Board. In addition, this Agreement shall automatically terminate in the event there are four (4) Members or fewer to this Agreement whether by voluntary withdrawal from the Roundtable or termination as a result of a default as described in Section 5 of Article II above.

4. **Non-Appropriation**. Notwithstanding any other provision contained in this Agreement to the contrary, the payment of Member obligations in fiscal years subsequent to the current year is contingent upon funds for this Agreement being appropriated and budgeted. If funds for this Agreement are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Agreement by any Member, then it shall be deemed that such Member has withdrawn from the Roundtable upon receipt of such notice of non-appropriation by the Board, and all of such Member's rights and obligations with respect to the Roundtable shall terminate effective as of the date in such notice of non-appropriation. Jefferson County's fiscal year is currently the calendar year.

5. **No Third-Party Rights**. This Agreement does not and shall not be deemed to confer upon or grant to any third party any right enforceable at law or equity arising out of any term, covenant, or condition contained herein or the breach thereof.

6. **Governing Law; Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue and jurisdiction for any dispute arising hereunder shall lie with the District Court of Jefferson County.

7. **Severability**. The provisions of this Agreement are severable. If a provision or any part of this Agreement or the application thereof to any person, entity, or circumstance is held invalid, such invalidity shall not affect the other provisions or applications of this Agreement, and in such event this Agreement shall be construed in all respects as if such invalid provision were omitted.

8. **Binding Agreement**. The provisions of this Agreement shall bind and inure to the benefit of each Member and its respective successors and permitted assigns, if any.

9. **Entire Agreement**. This Agreement constitutes and represents the entire, integrated agreement among the Members with respect to the matters set forth herein, and supersedes any and all prior negotiations, representations, agreements, or arrangements of any kind, whether written or oral, with respect to those matters.

10. **Headings**. The headings provided throughout this Agreement are for convenience and reference only and in no way define, limit, or add to the meaning of any provision hereof.

11. **Counterparts and Electronic Signatures**. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The Members agree to allow the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24 71.3 101 to -121.

12. **Authority to Enter Agreement**. The signatures of those representatives of the Members below affirm that they are authorized to enter into and execute this Agreement and that all necessary actions, notices, meetings, and/or hearings pursuant to any law required to authorize the execution of this Agreement have been made.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written, the Effective Date of this Agreement.

COUNTY OF JEFFERSON, STATE OF COLORADO
For and on behalf of the Rocky Mountain Metropolitan Airport and the County of Jefferson, State of Colorado

By: _____
Lesley Dahlkemper, Chairman,
Jefferson County Board of County Commissioners

Date: _____

Approved as to form:

_____
Deputy County Attorney

COUNTY OF BOULDER, STATE OF COLORADO

By: _____
Deb Gardner, Chair
Boulder County Board of County Commissioners

Date: _____

Approved as to form:

_____
County Attorney

CITY AND COUNTY OF BROOMFIELD, STATE OF COLORADO

By: _____
Patrick Quinn, Mayor

Date: _____

ATTEST:

_____
City and County Clerk

APPROVED AS TO FORM:

_____
City and County Attorney

CITY OF WESTMINSTER, STATE OF COLORADO

By: _____
Name:
Its: _____

Date: _____

Approved as to form:

_____
City Attorney

CITY OF ARVADA, STATE OF COLORADO

By: _____
Marc Williams, Mayor

Date: _____

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

TOWN OF SUPERIOR, STATE OF COLORADO

By: _____
Clint Folsom, Mayor

Date: _____

ATTEST:

_____
Phyllis L. Hardin, Town Clerk

CITY OF LOUISVILLE, STATE OF COLORADO,
A MUNICIPAL CORPORATION

By: _____
Ashley Stolzmann, Mayor

Date: _____

Attest:

_____
Meredyth Muth, City Clerk

BYLAWS OF THE
ROCKY MOUNTAIN METROPOLITAN AIRPORT
COMMUNITY NOISE ROUNDTABLE

ARTICLE I
PURPOSE

1.1 Purpose. The purpose of the Rocky Mountain Metropolitan Airport Community Noise Roundtable is to provide for and promote a regional, coordinated approach to collaborate on and address the noise impacts to the community surrounding the Rocky Mountain Metropolitan Airport. RMMA-CNR, or the Roundtable, is a voluntary association of the Airport, neighboring communities, federal and state agencies and airport users created to collaboratively identify solutions to address community concerns regarding airport noise impacts surrounding Rocky Mountain Metropolitan Airport pursuant to the Intergovernmental Agreement Establishing the Rocky Mountain Metropolitan Airport Community Noise Roundtable (the "Establishing Agreement"), entered into and effective as of the 1st day of December, 2020. The purpose of these Bylaws is to establish guidelines for the internal structure and conduct of meetings of the Rocky Mountain Metropolitan Airport Community Noise Roundtable (hereinafter referred to as "RMMA-CNR" or the "Roundtable"), its interface with elected and/or appointed officials, other regulatory agencies and the general public.

ARTICLE II
MEMBERSHIP

2.1 Member Entities. The voting members of the Rocky Mountain Metropolitan Airport Community Noise Roundtable shall consist of the Local Government Members that have entered into the Establishing Agreement and as defined below, and such additional parties as may join the Authority from time to time (collectively, the "Members").

2.2 Local Government Members. The Roundtable shall initially have seven (7) Local Government Members, including Jefferson County, Boulder County, the City and County of Broomfield, the City of Westminster, the City of Arvada, the Town of Superior, and the City of Louisville. The Local Government Members shall be the primary funding members of the Roundtable. Additional counties, cities, or towns may be allowed to join the Roundtable as Local Government Members from time to time, as provided in the Establishing Agreement.

ARTICLE III
NON-MEMBER PARTICIPANTS

3.1 Non-Member Participants. The Roundtable shall also have the following non-member participants, who have no voting rights, except as otherwise set forth in these Bylaws:

3.1.1 Ex-Officio Participants. Ex-Officio Participants shall include staff from the Rocky Mountain Metropolitan Airport, state and federal government agencies with a role in aviation, noise or other regulatory affairs as applicable to the Roundtable's goals and objectives. The Ex-Officio Participants shall initially include staff from the Rocky Mountain Metropolitan Airport, the Federal Aviation Administration, the Colorado Department of Transportation, Airports District Office (ADO), KBJC Air Traffic Control (ATC), and Terminal Radar Approach Control (TRACON). Ex-Officio Participants are asked to participate in the Roundtable because of their expertise in the subject matter of the Roundtable. It is anticipated that while Ex–Officio Participants will not be voting on

items relating to the Roundtable, they will actively participate in and present information on a regular basis to the Roundtable as requested by the Chair. The Members may also vote to include additional Ex-Officio Participants as needed from time-to-time based on the Work Program (as defined in Article X) or goals and objectives of the Roundtable. Each Ex-Officio Participant may designate a representative of such party and provide written notice of such representative's name and contact information to the Chair of the Roundtable and the Rocky Mountain Metropolitan Airport to be included on communications related to the Roundtable. Ex-Officio Participants are not members of the Roundtable and have no voting rights or other obligations with respect to the Roundtable, including no obligation to pay annual dues. Ex-Officio Participants are encouraged to participate in any public meetings of the Roundtable.

3.1.2. Community Participants. Homeowners' associations, other community organizations and individuals with an interest in noise impacts associated with the operation of Rocky Mountain Metropolitan Airport may participate in the Roundtable as Community Participants. Each Community Participant may designate a representative of such party and provide written notice of such representative's name and contact information to the Chair of the Roundtable and the Rocky Mountain Metropolitan Airport to be included on communications related to the Roundtable. Community Participants are not members of the Roundtable and have no voting rights or other obligations with respect to the Roundtable, including no obligation to pay annual dues. Community Participants are encouraged to participate in any public meetings of the Roundtable and will be permitted to speak during the public comment portion of Roundtable meetings along with other members of the public, as applicable. Community Participants may be invited to make presentations or share information with the Roundtable from time to time as requested by the Chair, beyond public comment periods.

ARTICLE IV
BOARD OF MEMBERS FOR THE ROUNDTABLE

4.1 Powers and Duties. The governing body of the Rocky Mountain Metropolitan Airport Community Noise Roundtable shall be a Board of Members (the "Board"). Subject to any limitations of the Establishing Agreement, or these Bylaws, all powers of the Roundtable shall be exercised by, or under the authority of, and the business and affairs of the Roundtable shall be controlled by, the Board. The Board shall collectively act as is necessary and as is authorized by law and by these Bylaws to carry out the provisions of the Establishing Agreement to advance the purpose and goals of the Roundtable, as they now exist or may be amended from time to time. The Members acknowledge and agree that the Roundtable is not a separate legal entity and does not have any authority to act separate from its Members.

4.2 Number of Board Members. The Roundtable's Board shall initially consist of seven (7) representatives, one from each Local Government Member (each a "Board Member"). In the event new Members are added pursuant to the Establishing Agreement, the Board will amend these Bylaws to appropriately address composition of the Board as necessary.

4.3 Representatives of the Local Governments Members.

4.3.1 Primary Board Members. Each Local Government Member shall appoint one (1) Board Member (the "Primary Board Member"). The Board Member for each Local Government Member may be either an elected official of the appointing Member or a staff representative of the Member, as each Member desires, and such party will be

qualified, willing, and able to assume and perform the duties and responsibilities required of the membership including working collaboratively and constructively with the other Members of the Roundtable. Each Local Government Member shall provide written notice of the name and contact information of its appointed Board Member to the Chair of the Roundtable and the Rocky Mountain Metropolitan Airport.

4.3.2 Alternate Board Members. Each Local Government Member shall be entitled to appoint one alternate representative to serve on the Board in the absence of the Primary Board Member (the "Alternate Board Member"). Each Alternate Board Member may be an elected official or staff representative of the Member as determined by such Member. Alternate Board Members will be authorized to vote on behalf of such Member at all meetings where the Primary Board Member is absent.

4.3.3 Term. There shall be no restriction on the term of a Primary Board Member or Alternate Board Member for the Local Government Members. Each Local Government Member shall appoint such Primary Board Member and Alternate Board Member as such jurisdiction sees fit who shall serve until a successor is duly appointed as established by such Members' policies and procedures. Any changes in the Local Government Member shall be communicated promptly to the Chair of the Roundtable and the Rocky Mountain Metropolitan Airport.

4.3.4 Removal/Vacancies. A Local Government Member may, in its sole discretion at any time, remove its appointed Primary Board Member or an Alternate Board Member. Upon a vacancy in a position which may occur by reason of death, disability, resignation, removal or otherwise of any Primary Board Member or Alternate Board Member, the Local Government Member appointing such party shall, promptly and within 30 calendar days, appoint a successor thereto and provide written notice to the Chair of the Roundtable and the Rocky Mountain Metropolitan Airport of such appointment.

4.4 Compensation. The Primary Board Members and Alternate Board Members shall not receive any compensation from the Roundtable for their services to the Roundtable.

4.5 Primary and Alternate Board Member Commitments. Primary and Alternate Board Members are expected to attend all regular and special meetings of the Rocky Mountain Metropolitan Airport Community Noise Roundtable. If a Primary or Alternate Board Member does not attend at least 75% of the duly called meetings of the Roundtable in a calendar year, the Member shall be asked to remove their current Board Member appointment and appoint a new Primary or Alternate Board Member to the position who can meet the above commitments. All present at meetings will be expected to present new, supportive, or differing ideas or testimony in a cooperative, respectful and objective manner.

ARTICLE V
OFFICERS

5.1 Presiding Officers. At the last Board meeting of every other calendar year for the Roundtable, or such other date as mutually agreed upon by the Board, the Board shall elect by a majority vote (as defined in Section 7.3 below) from the Primary Board Members a Chair and Vice-Chair who shall be the presiding officers of the Rocky Mountain Metropolitan Airport Community Noise Roundtable meetings (the "Presiding Officer(s)") for the following two (2) calendar years. If the Chair and Vice-Chair elects not to preside over a meeting or particular

matter, a majority vote of the Board present shall then elect a temporary chair who shall be the Presiding Officer for that particular meeting or particular matter only, as the case may be. Presiding Officers shall maintain all voting right of its Member notwithstanding their additional position as a Presiding Officer. It is intended that the Members will rotate the duties of the Chair and Vice-Chair among the membership as such Members may mutually agree.

5.2 Term. The term of office for the Presiding Officers is two (2) calendar years commencing the January following the date of election; however, there is no limit on the number of terms a Presiding Officer may serve. Each Presiding Officer shall hold office until his or her successor is duly elected or until his or her death, incapacity, resignation, or removal.

5.3 Resignation and Removal. A Presiding Officer may resign at any time by giving written notice to the Board and the Rocky Mountain Metropolitan Airport and it shall be effective as of the date stated in the resignation. Any Presiding Officer may be removed with or without cause at any meeting of the Board by a Super Majority Vote (as defined in Section 7.3 below) of the Board, provided that the agenda for such meeting lists officer removal as an agenda item. Resignation or removal shall terminate all authority of the officer.

5.4 Presiding Officer Vacancies. If the office of Chair should become vacant during the term of office, the Vice-Chair shall assume the duties of Chair. Should the office of Vice-Chair become vacant, a special election shall be held as soon as possible following the announcement of the vacancy. Nominations from the floor by members of the Board during the election meeting shall be permissible.

5.5 Authority and Duties of the Presiding Officers. The Presiding Officers of the Authority shall have the authority and exercise the powers and perform the duties as specified herein and as may be additionally specified by the Board, or these Bylaws, and as may be required by law.

5.5.1 Chair. It shall be the responsibility of the Chair to preside at all meetings of the Roundtable, execute documents and letters of behalf of the Roundtable, ensure that all orders and resolutions of the Board are carried into effect, and be the primary liaison between the Board, the Roundtable Facilitator (if applicable) and Rocky Mountain Metropolitan Airport staff. In addition, the Chair shall have the following duties:

5.5.1.1 Assure business of the Roundtable is conducted in accordance with Robert's Rules of Order Revised;

5.5.1.2 Assure business of the Roundtable is conducted with decorum and with respect for differing points of view;

5.5.1.3 Notify any Member whose representative(s) or alternate(s) have not attended at least 75% of meetings as established in Section 4.5 of the Bylaws, or have behaved in a manner detrimental to the advancement of the Roundtable's Work Program or have displayed disruptive or rude behaviors, documenting such absences or behaviors, and requesting replacement of that representative or alternate;

5.5.1.4 Represent the Roundtable to the general public and at outside functions as appropriate;

5.5.1.5 Coordinate RMMA-CNR activities with Rocky Mountain Metropolitan Airport, the FAA, and any other appropriate agencies or organizations;

5.5.1.6 Oversee implementation of the Roundtable's Work Program and develop plans to advance its various components;

5.5.1.7 Determine the time and place for any special meeting requested by at least two of the Board Members;
5.5.1.8 Prepare the agenda for all regular and special meetings, in coordination with Rocky Mountain Metropolitan Airport staff and the Roundtable Facilitator (if applicable);
5.5.1.9 In coordination with Rocky Mountain Metropolitan Airport staff, prepare a Roundtable budget for approval of the Board; and
5.5.1.10 Assume other responsibilities and tasks as directed by the Board.

5.5.2 Vice-Chair. The Vice-Chair shall perform the duties of the Chair during the Chair's absence. In addition, the Vice-Chair shall have the following duties:

5.5.2.1 Work closely with the Chair to develop and implement plans to advance the Roundtable's Work Program;
5.5.2.2 Assist the Chair in monitoring the implementation of the Roundtable's Work Program; and
5.5.2.3 Assume other responsibilities and tasks as requested by the Chair or as directed by the Board.

5.6 Roundtable Facilitator. The members of the Roundtable, through Jefferson County acting as fiscal and contracting agent, may retain a third-party to facilitate the meetings of the Rocky Mountain Metropolitan Airport Community Noise Roundtable (the "Facilitator" or the "Roundtable Facilitator"). The Board shall select the Facilitator and the Facilitator shall report to the Board. At any time, the Board may terminate the Facilitator or elect not to continue with such services. In such event, the functions of the Facilitator shall be performed by members and participants of the Roundtable.

5.7 Duties of the Secretary. Rocky Mountain Metropolitan Airport staff shall perform all duties typically performed by the secretary of an organization, including but not limited to, keeping a book of minutes of all meetings of the Board and any committees thereof, ensuring that all notices are duly given in accordance with the provisions of these Bylaws or as required by law, and such other all duties as may from time to time be assigned by the Board or as may be required by these Bylaws or the Board. The Facilitator may also provide these services for the Roundtable.

5.8 Roundtables Fiscal and Contracting Agent/Treasurer. Jefferson County, acting by and through the Rocky Mountain Metropolitan Airport, shall act as the treasurer, the fiscal and contracting agent for the Rocky Mountain Metropolitan Airport Community Noise Roundtable. The Rocky Mountain Metropolitan Airport shall manage the accounts of the Roundtable which shall include, but not be limited to, keeping full and accurate accounts of all receipts and disbursements relating to the Roundtable through a separate account established in the Airport Fund of Jefferson County, depositing all moneys as may be designated by the Board, disbursing the funds of the Roundtable as ordered by the Board, preparing and recommending an annual operating budget to the Board by such date as established by the Board each year for the succeeding calendar year, and performing all other duties as may from time to time be assigned by the Board or as may be required by these Bylaws or the Board that are typically associated with a treasurer. The Members acknowledge and agree the Roundtable has no independent contracting authority from its Members.

ARTICLE VI
MEETINGS

6.1 Regular Meetings. Regular meetings of the Board shall be held monthly or at such other regular intervals and at such time and place as determined by the Board. The Board may provide by resolution the time and place within the State of Colorado for the holding of regular meetings, including telephonic or electronic meetings. In the absence of any such meeting designation, meetings shall be held at the Rocky Mountain Metropolitan Airport, 11755 Airport Way, Broomfield, CO 80021.

6.2 Special Meetings. Special meetings of the Board for any purpose may be called at any time by the Chair, by resolution of the Board, or by request of any two Board Members then in office to the Chair of the Roundtable. Special meetings shall be held within one week of receipt of a request for a special meeting.

6.3 Meeting by Telephone/Electronics. Members of the Board or any committee thereof may participate in a meeting of the Board or committee by means of telephone conference, internet/web conferencing or similar communications equipment by which all persons participating in the meeting can hear one another at the same time. Such participation shall constitute presence in person at the meeting, no matter where such person is actually located.

6.4 Notice of Meetings. Notice to the public of any regular and special meetings of the Board or any meeting of any committee of the Roundtable shall be posted on the Rocky Mountain Metropolitan Airport website at www.flyRMMA.com. Notice of regular Board meetings shall be personally delivered or sent by mail, electronic mail, or other electronic communication to each Board Member at his or her address as shown on the records of the Roundtable as soon as reasonably practicable prior to each regular meeting. Notice of Board meetings, including special meetings, shall be given to each Board Member at least seventy-two (72) hours before the meeting. Notice shall be either oral or written. Oral notice shall be given face-to-face or by telephone. Written notice may be given by mail, personal delivery, electronic mail, or other electronic communication. The notice shall contain (1) the date, time, and place of the meeting or electronic communication method (as applicable); and (2) the agenda for said meeting, including relevant materials relating to the agenda items, or the purpose or purposes for which a special meeting is called. Special meetings of the full Board shall be limited to the purpose or purposes set forth in the notice of said special meeting. The attendance of a Board Member at a meeting shall constitute a waiver of notice of such meeting, except where a Board Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. All Members shall receive electronic copies of all notices, agendas, and appropriate enclosures at the electronic mail address of their designated representative provided to the Chair of the Roundtable and the Rocky Mountain Metropolitan Airport. In addition, notices, agendas, meeting minutes and other Roundtable documents, as determined by the Board, shall be posted on the Rocky Mountain Metropolitan Airport website.

6.5 Public Meetings. All the meetings of the Board, other than executive sessions, shall be open to the public. No vote or other formal action shall be taken in any session which is closed to the general public. The Rocky Mountain Metropolitan Airport staff, or such other officer as the Board may from time to time determine, shall maintain a list of persons who, within the previous two (2) years, have requested notification of all meetings or of meetings when certain specified policies will be discussed and shall provide reasonable advance notification of such meetings; provided, however, that unintentional failure to provide such advance notice will not nullify

actions taken at an otherwise properly held meeting. The parties acknowledge and agree that while no governmental decision making functions have been delegated to the Roundtable and as such the Colorado Open Meetings Laws are not applicable to this body; however, the parties shall attempt to follow the Colorado Open Meetings Laws as a guide for the functions of this organization.

6.6 Informal Meetings. Informal meetings of the Board at which no final decision is made or formal action is taken may be held from time to time and may include study sessions, subcommittee meetings, or any meeting of three or more Board members at which Authority business is to be discussed. Notice of any such meeting shall be given to all Board Members at least seventy-two (72) hours in advance of such meeting unless such informal meeting was set and authorized by the Board at a regular or special meeting. Public notice of the meeting shall be posted in the designated posting place for the Roundtable at least twenty-four (24) hours prior to such meeting.

6.7 Conduct of Meetings. Unless otherwise agreed to by the Board, Robert's Rules of Order, Revised shall be the parliamentary authority for all meetings of the Board and the rules contained therein shall govern the procedures utilized at such meetings where not inconsistent with the Colorado law. Failure to adhere to Robert's Rules of Order, Revised shall not affect the validity of any Board action.

6.7.1 Minutes and Recording of Meetings. The Rocky Mountain Metropolitan Airport staff shall act as secretary to the Roundtable and shall attend and shall keep the minutes of each meeting of the Roundtable. On or before each regular meeting of the Roundtable, the Airport staff shall cause to be delivered to each Board Member a copy of the minutes of the preceding meeting. Minutes will not be read if each Member has been provided with a copy of the minutes in advance of the meeting at which they are to be approved. Approval of the minutes will be done by motion. Minutes shall be signed by the Presiding Officer at the meeting at which the minutes are approved.

6.7.2 Order of Business. The order of business for regular meetings of the Roundtable will generally be as follows:

6.7.2.1 Call to Order
6.7.2.2 Approval of Minutes
6.7.2.3 Citizen/Public Comments – Citizen/Public comments are welcome and will be offered once every quarter at a meeting, or on a more frequent basis as determined by the Board. Public comment will be limited to 3 minutes per individual in order to allow time for the Roundtable to proceed with other business. If public comment is anticipated to take longer than 30 minutes, the Chair may elect to continue with the other business of the Roundtable and move the public comment period to the last item on the meeting agenda. Additional opportunities for public comment may be offered during discussion of specific topics or during presentations if agreed upon by a majority of the Board Members.
6.7.2.4 Roundtable Agenda Items
6.7.2.5 Committee or Board Member Reports
6.7.2.6 New Matters before the Roundtable
6.7.2.7 Adjournment

The Presiding Officer may vary from the order of business if a majority of Board Members present do not object.

ARTICLE VII
VOTING

7.1 Quorum for the Board. A quorum must be present at any Board meeting for business transactions to take place and motions to pass. A quorum of the Board shall be a majority of the members of the Board.

7.2 Voting. All Primary Board Members shall be entitled to one (1) vote on any matter coming before the Board. Except as otherwise provided herein, and in Section 7.3 below or otherwise in these Bylaws, all actions of the Board for which a vote is required shall be made and decided by a Majority Vote. For purposes of these Bylaws, "Majority Vote" shall mean a majority of the votes shall be cast in favor of the item coming before a quorum of the Board, committee or Members, as applicable. For purposes of clarity, if a vote is taken and the vote is evenly split, the item shall fail for the lack of receiving a Majority Vote. No Board Member shall abstain from voting unless abstention is required by law. When not otherwise indicated a decision of the Board shall be by a Majority Vote.

7.3 Special Voting Requirements. Any decision of the Board relating to financial matters including, but not limited to, money, expenditures, changes in the fees or dues structure for the Roundtable, removal of a Presiding Officer or termination of a Member's membership shall require approval by 2/3's of the Board Members (a "Super Majority Vote").

7.4 Disclosures. Each Board Member shall provide such disclosures, including potential conflict of interest disclosures, as may be required by law. Unless otherwise permitted by law, any Primary Board Member or Alternate Board Member who has a personal or private financial interest (other than a general interest in property values in the area as a result of being a resident of the area) in any matter proposed or pending before the Board after disclosure thereof shall recuse him or herself from the meeting and shall refrain from attempting to influence the decision of the other members of the Board on such matter.

ARTICLE VIII
COMMITTEES

8.1 Committees. The Board may establish by resolution such standing, special or advisory committees in addition to those specified in this Article as it deems appropriate, with such duties, responsibilities, and members as it may designate. The Board may refer to the proper committee any matter affecting the Roundtable or any operations needing further study. The Board shall have the ability to establish advisory committees to gather, research, compare, and evaluate information, and advise the Board regarding matters pertaining to the noise impacts at the Rocky Mountain Metropolitan Airport or such other matters pertaining to the purpose and goals of the Roundtable as deemed necessary or advisable by the Board.

8.2 Limitations. The function of any committee is as an advisory body to the Board. No member of any committee, without the prior authorization of the Board or as set forth in these Bylaws, has the authority to purchase, collect funds, implement policy, or bind, or obligate the Roundtable or the Board in any way or by any means. All such powers are expressly reserved to the Board and the officers of the Roundtable to the extent the Roundtable has any such authority.

8.3 Committee Membership. Committee members may include representatives of the Local Government Members, Ex-Officio Participants, Community Participants and other parties, as determined by the Board. The Board shall approve all appointments to committees by Majority Vote. The Board may appoint a Primary Board Member to serve on any other committee or to act as a liaison to any committee, or both, in the Board's discretion. The Board may from time to time appoint to any standing or special committee any individual who is qualified to serve on such committee and who has the requisite expertise and knowledge to supply value thereto, as determined by the Board in its discretion.

8.4 Committee Officers. Once a committee is formed by the Board, all of the members of such committee shall have a right to vote on any matters before the committee with each member having one vote. Upon formation, each committee shall select by Majority Vote one of its members to serve as Chair and one of its members to serve as Vice Chair. The Chair of each committee shall preside at all meetings of such committee and shall discharge the duties of presiding officer. The Vice Chair of each committee shall have such powers and perform such duties as the members of the committee may from time to time prescribe or as the Chair may from time to time delegate. At the request of the Chair, or in the event of the Chair's absence or inability to act, the Vice Chair shall serve as acting Chair. If the Chair or Vice-Chair elects not to preside over a meeting or particular matter, a Majority Vote of the committee present shall then elect a temporary chair who shall be the presiding officer for that particular meeting or particular matter only, as the case may be. It is anticipated that standing committees shall rotate their Presiding Officers every two years similar to the Board, or on such other timing as the members of the committee shall determine by Majority Vote.

8.5 Committee Meetings. A committee may hold regular meetings at a time and place to be determined by the members of such committee. A quorum must be present at any committee meeting for business to take place and motions to pass. A quorum of a committee shall be a majority of the members of such committee. All committees shall act by Majority Vote, unless otherwise prescribed by the Board. Rules governing procedures for meetings of any committee shall be as established by the Board, or in the absence thereof, the rules set forth in these Bylaws shall be followed. All meetings of any committee shall be open to the public.

8.6 Resignation. A member of any committee may resign at any time by giving written notice to the Chair of the committee and to the Chair of the Roundtable and the Rocky Mountain Metropolitan Airport. Such resignation shall take effect at the time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

8.7 Vacancies. Any vacancy occurring on any committee by reason of resignation or otherwise may be filled by action of the Board, unless otherwise provided herein.

8.8 Removal. At any meeting of the Board duly called and expressly providing for such purpose, any one or more members of any committee may be removed with or without cause by a Super Majority Vote of the Board.

ARTICLE IX
FUNDING

9.1 Funding. The Roundtable shall be funded by a dues structure as determined by the Board from time to time, and by such other funding sources as may be or become available to the Roundtable.

9.2 Member Dues. The Members shall pay annual dues to the Roundtable in an amount to be determined annually by the Board. The initial budget will be $25,200 and will be shared equally by the Local Government Members, with each Member contributing $3,600 for calendar year 2021 operations of the Roundtable. The Board shall fix the amount of such dues for the ensuing calendar year by no later than July 31 of the then-current calendar year and shall notify all Members thereof. The Members shall have until October 31 of the then-current calendar year to determine to pay annual dues for the following year to the Roundtable in the amount fixed by the Board, and the Members shall notify the Chair of the Roundtable and the Rocky Mountain Metropolitan Airport of such determination. The Board shall approve a budget for the ensuing calendar year during the months of October and November, but never later than November 30th. The Members shall pay annual dues to the Jefferson County Treasurer though the Rocky Mountain Metropolitan Airport fund as specified by Airport staff by no later than April 1 of the calendar year for which such dues are required. With the budgeting process outlined above, it is the intention of the Board that Member entities will include the annual dues for the Roundtable in the budget and appropriations of such Member annually.

9.2.1 Additional Member Funding Requests. The Members acknowledge and agree that additional funding for the Roundtable may be required from time to time (each an "Additional Funding Request"). The Board, in its discretion, may make an Additional Funding Request of its Members at any time, provided that, Members shall not be obligated to provide such Additional Funding Request to the Roundtable if such funding is not included in the budgeting process as described in Section 9.2 as additional appropriations of the Members will be required and may not be available at the time of the Additional Funding Request.

9.3 Authority to Seek Funds. The Roundtable may seek additional funds or funding as may be or become available, including without limitation, moneys from state or federal governments in the form of grants or other funding for the Roundtable.

ARTICLE X
WORK PROGRAM

10.1 Work Program. The Roundtable may undertake projects to advance the purpose and goals of the Roundtable (the "Work Program"). The current approved Work Program shall be posted on the Rocky Mountain Metropolitan Airport website with the other Roundtable documents and information.

10.2 Process. The Board shall approve a project, or conditionally approve a project subject to funding, by resolution. The Board may request financial or in-kind contributions from its Members for any project; provided, however, that no Member shall be required to make a financial or in-kind contribution to the Roundtable beyond the amount of the Member's annual dues requirement, and any decision to so contribute shall be in the Member's sole discretion. For projects conditionally approved subject to funding, within forty-five (45) days of the Board's conditional approval of the project, Members must determine whether to contribute to such project and notify the Chair and Rocky Mountain Metropolitan Airport staff of the determination.

10.3 Annual Review of Work Program. The Work Program shall be reviewed annually, for notation of work completed, the need to revise any portion thereof, or the need to add or delete goals and projects for the coming year. Such review shall take place at the March Roundtable meeting, or at such other meeting as the Board may mutually agree.

ARTICLE XI
MISCELLANEOUS

11.1 **Amendment**. These Bylaws may be amended or repealed at any regular meeting of the Board or at any special meeting called for that purpose provided that written notice of the proposed amendment or repeal shall have been given at least seven calendar (7) days prior to the meeting. Except as provided herein, any such amendment or repeal shall require a Super Majority Vote of the Board at any duly constituted meeting of the Roundtable.

11.2 **Severability**. The invalidity of any provision of these Bylaws shall not affect the other provisions hereof. In the event any provision of these Bylaws is determined to be invalid, these Bylaws shall be construed in all respects as if such invalid provision were omitted.

11.3 **Headings**. The headings provided throughout these Bylaws are for convenience and reference only and in no way define, limit, or add to the meaning of any provision hereof.

I, _____, as Chair of the Rocky Mountain Metropolitan Airport Community Noise Roundtable, hereby certify that attached hereto are the Bylaws of the Rocky Mountain Metropolitan Airport Community Noise Roundtable, which were duly adopted by the Roundtable on _____ and are of full force and effect as of the date hereof.

Dated: _____

_____
Chair

ITEM NO. 6

INFORMATION FOR MEETING
OF THE SUPERIOR BOARD OF TRUSTEES

AGENDA ITEM:	**Consideration of the Final Development Plan Amendment (FDPA) #2 for FDP 9 of Downtown Superior. Proposal relates specifically to Lot 2 of Block 4 (Case No. FDPA-2024-02)**
MEETING DATE:	**April 22, 2024**
PRESENTED BY:	**Matt Magley, Town Manager** **Lisa Ritchie, Planning and Building Director** **Renae Stavros, Planner III**
PRESENTED FOR:	**Action**

Item:	FDP 9 Amendment #2, Block 4, Lot 2 – Case No. FDPA-2024-02
Applicant:	Grant Yamaki, Coburn Architecture on behalf of Bigsby's Folly Craft Winery & Restaurant
Existing Zoning:	Planned Development – Downtown Superior (Superior Town Center)
Location:	Lot 2, Block 4 within Downtown Superior (north on Creek View Way, east of Marshall Rd)
Request:	FDP Amendment #2 proposes a 6200 square foot winery, restaurant, and event venue, with outdoor patio seating and a rooftop deck.

VICINITY MAP:



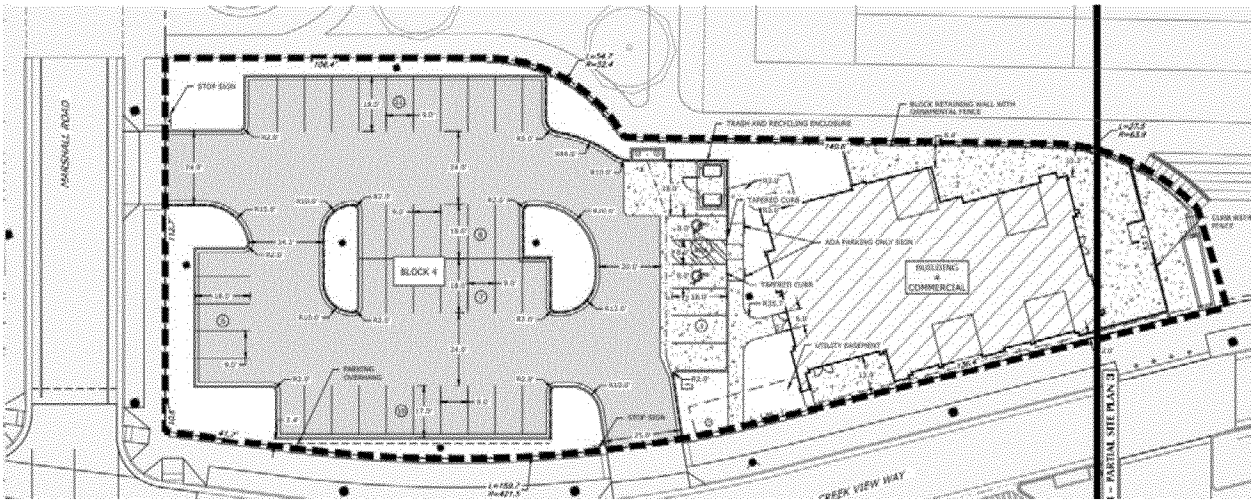
OVERVIEW:

Bigsby's Folly Craft Winery & Restaurant has submitted a proposed Final Development Plan Amendment for Block 4, Lot 2 of the Superior Town Center, located along Creek View Way, east of Marshall Road. The application proposes to increase the currently approved restaurant space on Block 4 from 5,204 square feet to 6,200 square feet. The proposed project includes a 6,200 square foot winery, restaurant, and event venue, with outdoor patio seating and a rooftop deck.

BACKGROUND:

In December 2019, the Town approved the original FDP for Blocks 4, 6, 7, 9, 10, and 11, and Parcel K in Superior Town Center Planned Development. The FDP included 467 residential units 25,409 SF of Restaurant space and 26,595 SF of Non-Restaurant space. Block 4, was established as a 0.77 acre parcel, and zoned for Commercial Use in the PD. The FDP authorized a 5,204 sf restaurant, a parking lot with 44 spaces, and associated site amenities, as shown below.

2019 FDP, Block 4 site plan



2019 FDP, Block 4 rendering



A subsequent Amendment approved administratively by the Town in 2022 authorized minor amendments to the architecture, unit mix, and commercial allowances on other blocks, but made no changes to Block 4. To date, construction of improvements on Blocks 6, 7, 9, 10, and 11 is either underway or complete, with the exception of Lots 2 and 3 on Block 7 which are for sale and may be developed separately. These lots are approved for 7,934 SF of Restaurant, and 8,188 SF of Non-Restaurant Commercial space.

Concurrently with this FDP Amendment, staff is reviewing an administrative Replat to split Block 4 into 2 separate lots. Lot 1 consists of the proposed surface parking lot on the west half, and Lot 2 on the east half of the property for Bigsby's Folly. The Replat also includes the dedication of new utility easements for the benefit of Lot 2. Lot 1 will be retained by the current owners, Carmel

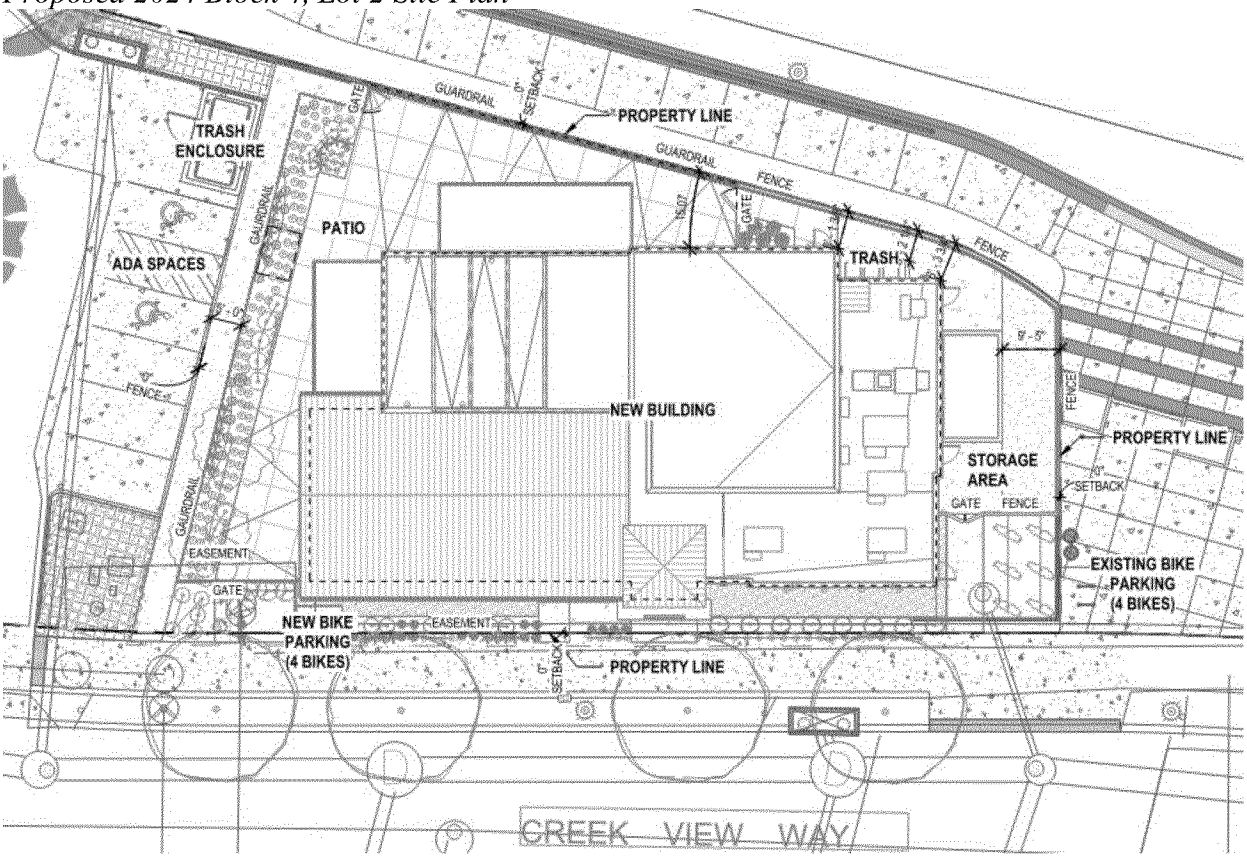
LLC, and Lot 2 is under contract for purchase by the owners of Bigsby's Folly Craft Winery & Restaurant.

Both properties are located within the area subject to the Parking Management Plan for the Downtown Core, which encompasses the area between Superior Commons Park and Old Rail Way, but does not include the Sports Stable or the Medical Office Building. Carmel, LLC manages the parking on private property in this area, including Lot 1 adjacent to the subject property.

PROPOSAL SUMMARY:

As noted above, Bigsby's Folly Craft Winery & Restaurant is requesting approval of a second amendment to Final Development Plan 9, specifically related to Block 4, Lot 2 in the Superior Town Center Planned Development. Lot 2, Block 4 is roughly 0.25 acres (10,890 SF). The proposal requests an increase in interior square footage from 5,200 SF to 6,200 SF, minimally impacts the lot coverage, overall landscape area, and modifies the building elevations. The proposed development will include 1,940 SF of Landscape area, 5,402 SF of Building coverage, and 3,394 SF of paved surface.

Proposed 2024 Block 4, Lot 2 Site Plan



Proposed 2024 Rendering



Bigsby's Folly, according to the applicant narrative, is a "roaring 20s-inspired craft winery, restaurant, and event venue." "Bigsby's will bring its proven and successful combination of an upscale, family-friendly restaurant, award-winning winery, full bar, and popular private event venue to serve as a community gathering place. Our rooftop deck will have unmatched mountain views for everyone to enjoy." The proposed plan includes 4,973 interior SF on the main floor and 1,204 interior SF on the second floor. They also reflect an additional 975 SF on the roof deck and a 2,059 SF ground floor patio area along the north and west portions of the property.

Based on the square footage of the building, the Superior Town Center Planned Development requires 42 parking spaces for the proposed use, an increase of 7 spaces over the previous FDP. The existing FDP reflects that parking for this parcel is part of the overall parking plan for Blocks 4, 6, 7, 9, 10, and 11. There are 1,067 Total Parking stalls in the approved FDP, with 44 parking stalls under construction on the adjacent Lot 1, Block 4. This development is also required to provide 4 bicycle parking stalls. There are 4 bicycle parking stalls immediately adjacent to the building to the east on the Town-owned tract for the park. The applicant is proposing an additional 4 bicycle parking stalls on Lot 2, as part of their development.

Setbacks for the property are established by the STC PD. Required and proposed setbacks are reflected in the table below, and all are within the range of requirements.

Standard	Required	Proposed
Front Minimum (Creek View Way)	0'	4'-7 ½"
Front Maximum (Creek View Way)	15'	8'-2 ½"
Rear (Superior Commons Park)	0' – no maximum	5'-2 ¼"
Side (internal, west side)	none	5'-2 ½"
Side (east side)	NA	NA

This is not a significant change from the approved FDP for Block 4 building setbacks outlined in the table below.

SETBACKS		
REQUIRED PER PD		
STREET FRONTAGE - CREEK VIEW WAY	0' MINIMUM	15' MAXIMUM
REAR	0' MINIMUM	NO REQUIREMENT
SIDE (INTERNAL)	NO REQUIREMENT	NO REQUIREMENT
PROVIDED (FT.)		
	MINIMUM SETBACKS	
FRONT MINIMUM	2.0	FT
FRONT MAXIMUM	12.9	FT
REAR	8.4	FT
SIDE (INTERNAL)	5.1	FT

The PD allows a maximum height of 32' for this block. The application proposes a maximum height of 30'-6", which is less than the previously approved height of 31'-9".

Building Signage in the approved FDP for the building on Block 4 was not specifically called out in the elevation drawings. No notes related to signage are included as part of the approved FDP for this block. The signage for this property is required to follow the Design Guidelines for the Superior Town Center Planned Development. The Design Guidelines for Retail Storefront Identification Wall Sign states that *signs should be complementary to the architecture of the building and consistent with the character of the products/services offered, carrying the tenant logo. Halo-illuminated, individual reverse pan channel letters and/or logos are required for these signs.* These signs can be *one square foot of sign face area per one foot of linear street frontage, with a maximum of two signs on a corner with two public frontages.* There is no discussion of wall signs for buildings with additional frontages.

The proposed signage for this FDP Amendment includes 30 SF of signage on the south elevation, 20 SF on the west elevation, and 20 SF on the north elevation. Although signage is proposed on 3 elevations, each of these elevations have frontage to public space, and the overall square footage is well under the allowable square footage for signage. The Applicant is also requesting additional "Art Wall" space. The proposed FDP requests an optional TBD 275 SF Art wall on the north elevation and a 465 SF Art Wall on the south elevation. The applicant has included that these Art Walls will be "Branding Art per Cultural Arts and Public Spaces Advisory Committee (CAPS)" review.

Utility connections for the proposed development tie into existing facilities in Creek View Way. These utilities were designed for this use when the public facilities were developed for the Downtown and when Creek View Way was built. The sanitary sewer connections come from Creek View Way through a Utility Easement dedicated by the Replat across Lot 1, Block 4. The storm sewer tie in is in the southeast corner of the property. This property was also included in the master drainage for Downtown.

Landscaping is generally concentrated along the exterior of the property. The southeast corner, which is visible from the pedestrian promenade, is a courtyard area with vines of Concord Grapes which act as a visual barrier to the dark brown 6' composite fence that screens the walk-in cooler area. The front of the property between the sidewalk and the building consists of rock mulch and

decorative plantings. Trees and shrubs wrap around the west side of the building providing an attractive break between the parking lot to the west and the building. The property is bound on the north with a charcoal colored aluminum fence allowing the patio patrons views to the west and north into the park.

Building materials consist of vertical siding in dark grey, red, and tan brick, Colorado buff sandstone in tan, dark grey stucco, and black trim. The proposed architecture is similar in theme to the previous FDP, but incorporates additional design detail and functionality desired by this applicant.

STAFF ANALYSIS OF FINAL DEVELOPMENT PLAN

The Superior Municipal Code Section 16-10-40 defines a Final Development Plan as the plan for development of any area zoned PD, which is approved by the Town in accordance with this Chapter. Section 16-10-40 (b) further defines the approval criteria for Final Development Plans as follows:

(1) Prior to approving an FDP, the Planning Commission and the Board of Trustees shall find that the FDP is consistent with the PD plan and all other Town ordinances and regulations.
(2) Planning Commission and the Board of Trustees however, may recommend approval of an FDP which has been modified to reflect improvements in design or changes which have occurred in its natural surroundings and environment since the time of the PD plan review and approval.
(3) An FDP may be submitted in sections covering representative and reasonable portions of the subdivision tract. In such cases, submission shall include a map indicating the sections designated for the entire tract, and each sheet numbered accordingly, including title, legend, matchlines and other appropriate information. When an entire parcel is not subdivided, the applicant shall indicate his or her intended plans for disposition of the remainder of the parcel.
(4) When an ambiguity exists in the application of a PD plan to an FDP, or when a PD plan does not address a development standard, the applicable development standard of this Chapter shall apply to the FDP.

Criterion 1:

The proposed FDP Amendment for Block 4, Lot 2 satisfies the Criteria 1 requirements outlined for this area in the Superior Town Center Planned Development. The proposed FDP Amendment reflects an aluminum fence/guardrail to separate the patio dining area from the adjacent park and public space. Sec 4.4 C. of the Superior Town Center Design Guidelines calls for fences, walls, and hedges to help define private open space and enhance the adjacent streetscape.

The Design Guidelines further call for the Town Center Core to create an authentic, sustainable, and uniquely "Superior" sense of place. To ensure compatibility between buildings, the Design Guidelines Sec. 6-2 B. call for Stone or masonry stall board as the base expression along storefronts, ground floor porosity with pedestrian level display windows, crafted details including awnings, trellis and canopies at entrances, intuitive front doors, and appropriate fenestration. The proposed building reflects these design standards through a combination of brick, stucco, and metal

siding, with a punctuated front entryway, awning, distinct lighting, and well-spaced windows and details. Sec. 6.4 states that roof material, color, trim and lighting should be an integral part of the architecture of the building and essential "place making" feature. The proposed building provides a black metal roof material with a rooftop deck with a combination of decorative overhead festoon lighting and wall sconce lighting, where patrons will have views to the north and west. The dark grey siding and stucco will be contrasted by the red brick siding and other accent pieces across the exterior elevations.

Furthermore, changes proposed by this FDP Amendment are generally consistent with the existing approved FDP. The proposed development also complies with Town Code, and other adopted Plans, including the 2012 Comprehensive Plan. Goal 4-1 which calls for a balanced mix of land uses to enhance Superior's identity as a diversified community. The Plan further established the long-term potential of the Town Center area, indicating this property as a potential site for a similar use, which was further recognized by the Superior Town Center PD.

Staff finds that the criterions 2-4 are not applicable, as the application requirements are satisfied with criterion 1.

PLANNING COMMISSION RECOMMENDATION:
The Planning Commission held a public hearing on April 9, 2024 to consider the application. They voted 6-0 to recommend approval of the FDPA #2.

STAFF RECOMMENDATION:
If the Board of Trustees finds the application meets all applicable criteria, staff has provided an Ordinance approving the Final Development Plan #9, (FDP) Amendment #2 for Bigsby's Folly Craft Winery & Restaurant Block 4, Lot 2 (Case No. FDPA-2024-02), with the following condition:

1) Within 90 days of the date of this Ordinance the Applicant shall make minor technical corrections as identified by Town Staff; and
2) Within 90 days of the date of this Ordinance the Applicant shall submit to the Town a complete and final FDP Amendment Plan.

ATTACHMENTS:
- Resolution
- FDP Amendment #2 Application Materials
    - Narrative
    - FDP Plan Sheets
    - Property Owner Approval Letter
- Superior Town Center Filing 1B Replat No. 7

TOWN OF SUPERIOR
RESOLUTION NO. R-22
SERIES 2024

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR APPROVING THE FINAL DEVELOPMENT PLAN SECOND AMENDMENT FOR FINAL DEVELOPMENT PLAN 9 OF DOWNTOWN SUPERIOR, CASE NO. FDPA-2024-02

WHEREAS, Bigsby's Folly Craft Winery and Restaurant (the "Applicant") wishes to develop certain real property in Downtown Superior, legally described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, the Applicant has filed an application for a final development plan amendment (the "FDP Amendment") to update the building square footage and signage on the Property (the "Application");

WHEREAS, Section 16-10-50 of the Superior Municipal Code requires that all changes in use not considered minor, any rearrangement in lots, or changes in the provision of open space be considered as a new plan under Section 16-10-40 of the Code;

WHEREAS, Section 16-10-40 of the Code requires a public hearing and recommendation by the Planning Commission on the FDP Amendment;

WHEREAS, the specific approval criteria for the FDP Amendment are set forth in Section 16-10-40(b) of the Code;

WHEREAS, on April 9, 2024, the Planning Commission held a properly-noticed public hearing on the Application and recommended approval with conditions;

WHEREAS, on April 22, 2024, the Board of Trustees held a properly-noticed public hearing on the Application; and

WHEREAS, the Board of Trustees, upon reviewing the recommendation of the Planning Commission, hearing the statements of staff and the public, and giving due consideration to the matter, finds and determines as provided herein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR, COLORADO, as follows:

Section 1. The Board of Trustees hereby finds that the FDP Amendment, subject to the conditions set forth in Section 2

hereof, meets all of the criteria set forth in the Code and is consistent with the Town of Superior Comprehensive Plan.

Section 2. The Board of Trustees hereby approves the FDP Amendment, subject to the following condition: Prior to executing and recording final mylars, the Applicant shall make minor technical and redline corrections to plans as identified by the Town staff.

ADOPTED this 22nd day of April, 2024.

_____
Mark Lacis, Mayor

ATTEST:

_____
Lydia Yecke, Town Clerk

EXHIBIT A
Legal Description

LOT 2, BLOCK 4 SUPERIOR TOWN CENTER FILING 1B NO. 7, TOWN OF SUPERIOR, COUNTY OF BOULDER, STATE OF COLORADO

COBURN

PHONE 303.442.3351
2718 Pine Street, Suite 100
Boulder, CO 80302

coburnpartners.com

BIGSBY'S FOLLY CRAFT WINERY & RESTAURANT
PROJECT NARRATIVE

EXECUTIVE SUMMARY:

Bigsby's Folly is excited to present our Final Development Plan for consideration by the Town of Superior. This ambitious venture has taken more than three years of unrelenting determination to come to fruition. As an anchor for the Downtown Superior development, we are committed to community integration, sustainable practices, and economic growth, knowing the blueprint we are putting forward aligns with the town's values and aspirations.

ABOUT BIGSBYS:

Bigsby's Folly is a roaring 20's-inspired craft winery, restaurant, and event venue. We were founded in 2017 by Chad & Marla Yetka. "Bigsby" was the name of our first golden retriever and "Folly" is a nod back to the days of prohibition, also known as the "Années Folles" or "Crazy Years".

Artisanal meets accessible at our urban winery where we pair the tradition, authenticity and sophistication of California's most prestigious vineyards with the approachability of our tasting room where neighbors can step back in time and enjoy great food, award-winning wines, a full bar, and uninterrupted conversations.

Our award-winning winemaker, Brian Graham, learned the art of Old World winemaking while working at several small chateaus in Bordeaux and Burgundy. Currently based in the heart of Napa Valley, Brian has over 20 years of experience and ensures Bigsby's is able to source only the highest quality grapes for our wines and keeps us current with the latest trends from one of the most respected wine regions in the world. We strive to deliver a world class experience with every glass.

PROJECT SUMMARY:

Our vision is to establish a vibrant, multifaceted space that not only activates Downtown Superior, but becomes a regional draw for residents from all of the surrounding areas. Bigsby's will bring it's proven and successful combination of a upscale, family-friendly restaurant, award-winning winery, full bar, and popular private event venue to serve as a community gathering place. Our rooftop deck will have unmatched mountain views for everyone to enjoy.

COBURN

PHONE 303.442.3351
2718 Pine Street, Suite 100
Boulder, CO 80302

coburnpartners.com

RESTAURANT OPERATIONS:

Bigsby's plans to be open 7 days a week for dinner and if there is enough daytime demand, we will also open for lunch Monday-Friday and brunch on Saturday & Sunday. Our tentative hours:

- *Monday-Thursday, 11am-10pm*
- *Friday, 11am-11pm*
- *Saturday, 10am-11pm*
- *Sunday, 10am-8pm*

BUILDING DESCRIPTION:

The Bigsby building will be 6177 square feet and is comprised to two main massing elements with a brick and metal roof portion on the west and a stucco and composite siding section to the east. These elements are divided by the logo tower which is modeled after the clock towers seen in vintage train stations. It will serve as a beacon to announce the entry and provide variety of heights to create visual interest on the inside and exterior of the building. The main dining room and event space is located to the west with the kitchen and back-of-house to the east. The rooftop deck faces the fantastic views west to our mountain backdrop. Ground level patios are also placed on the west and north to access those views and allow spectators to watch activity on the sports field.

The building design is meant to compliment the neighborhood both in its use and its architecture. It will be a welcome gathering place for both the immediate neighbors and the larger Superior community. The building itself will be a marker, setting the north edge of Downtown Superior and drawing users to the sports field and park to the north.

DOWNTOWN SUPERIOR FDP:

The Bigsby's project conforms well with the intent of the building previously approved in the Downtown Superior FDP. Commonalities include the use of brick and stucco as primary materials, overall massing and building placement, the use of overhead glass doors to open up to the outside and the use of awnings to announce entries and cover patio areas.

The landscaping anticipated in the approved FDP was fairly limited. The proposed landscape design provides more planting and variety to create a much better street/sidewalk experience as well as forming a planted edge to our patio areas.

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SIGNAGE:

Building signage will be comprised of several elements including:

- *Round Logo Signs – There will be 2 Bigsby's Folly signs featuring our Dog Head & Name. One on the top of the tower element facing South and one on the West elevation facing the parking lot and the Marshall Rd. bridge. Each of the signs will be internally lit with LED.*
-
- *Entry Marquee – Backlit "BIGSBY'S" lettering will be on the top of the awning above the front door.*

- *Dog Head Image – Incorporate a 12-foot simple outline image of the dog head on the upper portion of the North elevation. This large wall necessitates a proportional image that will be easily visible from the sports field, park, trail and also US36 from a considerable distance. Keeping it simple and without any text creates a sense of intrigue and invites people to explore and discover more about what it's all about, drawing visitors and residents to the Downtown Superior.*

- *Mural with Artistic Branding on the Eastern portion of the South elevation . Bigsby's will engage with Cultural Arts & Public Spaces Committee (CAPS) to ensure our final design represents the integrity of the Downtown Superior aesthetic. This mural will be illuminated by gooseneck wall mounted fixtures.*

- *There is no signage on the South side of the building.*

LIGHTING:

Project lighting includes several features:

- *Main Entry – the awning announcing the main entry is planned to include decorative marquee lighting on the underside of the awning and wall sconces flank the front door to further announce and highlight the entry.*
- *Patio and Roof Deck – these areas will be lit with a combination of decorative overhead festoon lighting and wall sconce lighting.*
- *Mural – as noted above, the mural will be lit with gooseneck fixtures from above.*
- *Dog Head Logo – as noted above, will be lit with gooseneck fixtures from above.*

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PARKING:

Employees – Carmel/JLL will issue employee permits to Bigsby's based on staff counts. Bigsby's will manage these permits and require our employees to park in the Metro District Parking Garage so that the majority of the Block 4 lot can be utilized by Downtown Superior visitors. We anticipate having 35-45 total employees on our staff. Approximately 1/2 will be part time. Based on our current operations, we are estimating the following number of employees in the building at any particular time. They will be in/out on staggered shifts during business hours: Sunday-Thursday 6-10 employees, Friday & Saturday, 8-14 employees. Management & kitchen staff will be in/out during off hours for prep, meetings, deliveries, etc.

We are confident in the amount of parking available to meet our needs without causing any stress on the overall Downtown Superior PMP. As you know, a good portion of our business is in private events. While our standard "restaurant" table turns average 2 hours, our events typically start at 3-hours (bridal showers, birthday parties) or 4-5 hours (weddings, rehearsal dinners, corporate functions) and up to 6 hours if we are hosting a wedding ceremony followed by a 5-hour bar package. For this reason, we will need to come up with a plan to issue dated, time exemption permits to a specified number of guests in these parties who plan to drive. In Denver, we have 8 dedicated parking spots and public street parking for approximately 20- 25 cars. Parking has never been an issue, even with our 150 guest count events. Most people attending events rely on ride share apps, but that might vary in Superior. Carmel plans to issue QR codes for all of our extended time events by email request.

COMMUNITY ENGAGEMENT & PHILANTHROPY:

We are passionate about supporting local causes that are important to our team members, our customers, and our neighbors. We will do our best to accommodate a broad range of organizations. In order to have the greatest impact we prefer to focus our efforts on animal welfare and art — both causes that are near and dear to our hearts. We currently partner with the Morris Animal Foundation, Denver Zoo, and the River North Art District. Other collaborations include local artists & musicians, schools, and a variety of community non-profits.

To further integrate with the community, our versatile space will accommodate groups from 10 to 150+ people and will be available for community gatherings, celebrations, conventions, off-site meetings, fundraisers and more. We will also host our own themed-events, live music, artist markets, wine dinners, and more.

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ECONOMIC IMPACT:

Recognizing the importance of contributing to Superior's economic vitality, Bigsby's plans to create up to 50 new employment opportunities with our current average wage at $30-$50/hour. Our commitment to diversity and inclusion will be reflected in our hiring practices.

Even though we are small, family-owned company, our brand name is already well know throughout the greater Denver-area and reaches all the way up to Boulder and beyond. Our event business will draw from an even bigger, geographic area with guests coming into town for weddings and other corporate functions from all over the country with some international guests as well. Event guests tend to stay at the winery for a longer period of time than regular dining guests and will also activate neighboring businesses and out-of town guests will be needing local hotel options.

SUSTAINABILITY:

Bigsby's pledges to be an environmentally responsible establishment that extends far beyond our development plan. One of our key business components comes from the way we package and serve our main product, wine. More than half of our varietals are served on tap, eliminating the need for thousand's of bottles over the course of just one year that would otherwise end up in landfill. In addition, our popular Wine Club provides a great value to members who are willing to purchase their wine to-go in one of our reusable growlers.

CONCLUSION:

We hope you will agree that Bigsby's Final Development Plan embodies our vision of a business that goes beyond providing exceptional food & beverage. It's a place where community, sustainability, and culture coverage. We believe that our commitment to Superior aligns seamlessly with the town's values. We are poised to be a catalyst for positive change and a cherished addition to the fabric of this community.

BIGSBY'S FOLLY

2240 CREEK VIEW WAY
SUPERIOR, COLORADO

FINAL DEVELOPMENT PLAN 9 AMENDMENT #2, LOT 2, BLOCK 4, SUPERIOR TOWN CENTER PLANNED DEVELOPMENT, TOWN OF SUPERIOR, COLORADO



PROJECT TEAM

ARCHITECT
COBURN ARCHITECTURE
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XAN CREATIVE
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FRONT RANGE
ELECTRICAL ENGINEERING
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SUITE D-210
LAKEWOOD, CO 80227
P: 303.985.0548

MECH+PLUM ENGINEER
MEC INC.
4640 N PECOS ST, UNIT F
DENVER, CO 80211
P: 303.907.4285

TRAFFIC ENGINEER
LSC TRANSPORTATION CONSULTANTS
1889 YORK STREET
DENVER, CO 80211
P: 303.333.1105

FOOD EQUIPMENT
DENVER CUTLERY
1607 WEST 55TH AVE
DENVER, CO 80211
P: 303.433.6010

APPLICABLE CODES

2018 INTERNATIONAL BUILDING CODE (IBC)
2018 INTERNATIONAL MECHANICAL CODE (IMC)
2018 INTERNATIONAL PLUMBING CODE (IPC)
2020 NATIONAL ELECTRICAL CODE (NEC)
2018 INTERNATIONAL FIRE CODE (IFC)
2018 INTERNATIONAL FUEL GAS CODE (IFGC)
2021 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)
2018 PRIVATE SEWAGE DISPOSAL CODE
2018 INTERNATIONAL PROPERTY MAINTENANCE CODE
2010 ADA STANDARDS FOR ACCESSIBLE DESIGN

PROJECT INFO

ZONING		
PD (PLANNED DEVELOPMENT) - COMMERCIAL USE		
SITE ACREAGE		
PER ACCOMPANYING PLAT - SUPERIOR TOWN CENTER FILING 1B REPLAT NO.7	0.25 AC	
LAND USE		
LOT 2, BLOCK 4	0.25 AC	100.0%
	TOTAL	100.0%
COVERAGE		
LANDSCAPE	1,940 SF	18.07%
PAVED SURFACE	3,394 SF	31.61%
BUILDING	5,402 SF	50.32%
TOTAL:	10,736 SF	100%

SETBACKS		
REQUIRED PER PD		
STREET FRONTAGE - CREEK VIEW WAY	0' MINIMUM	15' MAXIMUM
REAR	0' MINIMUM	NO REQUIREMENT
SIDE (INTERNAL)	NO REQUIREMENT	NO REQUIREMENT
PROVIDED (FT.)		
FRONT MINIMUM	4' 7 1/2" MINIMUM	FT
FRONT MAXIMUM	8' 2 1/2" MAXIMUM	FT
REAR	5' 2 1/4"	FT
SIDE (INTERNAL)	5' 2 1/2"	FT

HEIGHT		
	PROVIDED(FT.)	**MAX. REQUIRED(FT.)**
BUILDING 4	31' 0"	32' 0"

SIGNAGE		
	SIGNAGE(SF.)	**ART WALL(SF.)**
NORTH ELEVATION	113 SF	0 SF
EAST ELEVATION	0 SF	0 SF
SOUTH ELEVATION	30 SF	444 SF
WEST ELEVATION	38 SF	0 SF

PROJECT INFO

TOTAL FLOOR AREA	
LEVEL 1	4973 SF
LEVEL 2	1204 SF
TOTAL FLOOR AREA	6177 SF
ROOF DECK AREA	
ROOF DECK	977 SF
PATIO AREA	
PATIO	2063 SF
WALK-IN AREA	
WALK-IN	148 SF

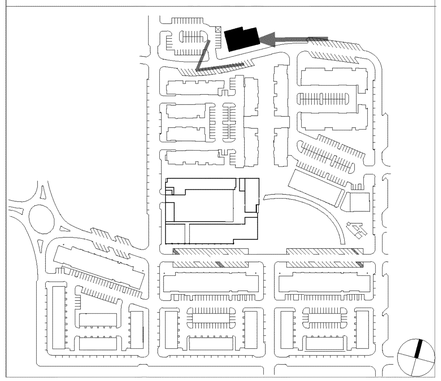
PARKING PROVIDED BY ZONE	
PARKING REQUIRED BY PD (1 PER 150 SF)	42
PARKING ON LOT 1 BLOCK 4 (SHARED PARKING)	44

BICYCLE PARKING BY ZONE	
	BLOCK 4
REQ'D - 10% OF VEHICULAR PARKING	**4**
BICYCLE PARKING PROVIDED	
PRIVATE - INTERIOR	
PUBLIC INCLUDING FRONTAGE ON STREET	4
PUBLIC COVERED	
TOTAL PROVIDED	**4**

SHEET INDEX

SHEET #	SHEET NAME
ARCHITECTURAL	
A0.00	COVER SHEET
CIVIL	
C 1.0	GRADING PLAN
C 2.0	PROPOSED CONDITIONS DRAINAGE PLAN
C 3.0	UTILITY CONNECTION PLAN
LANDSCAPE	
L 1.01	LANDSCAPE PLAN
L 1.02	LANDSCAPE NOTES & DETAILS
LANDSCAPE	
IR 1.0	IRRIGATION PLAN
IR 2.00	IRRIGATION DETAILS
ARCHITECTURAL	
A1.33	OVERALL SITE PLAN
A1.34	LOT 2 - BLOCK 4 - ELEVATIONS
A1.35	MATERIAL BOARD - RESTAURANT - LOT 2 - BLOCK 4
PHOTOMETRICS	
LP1	SITE LIGHTING PHOTOMETRIC
LP2	LIGHTING DETAILS

SITE KEY PLAN



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BIGSBY'S FOLLY

SUPERIOR TOWN CENTER
SUPERIOR, COLORADO
FDP ADMENDMENT - MAJOR

2240 CREEK VIEW WAY

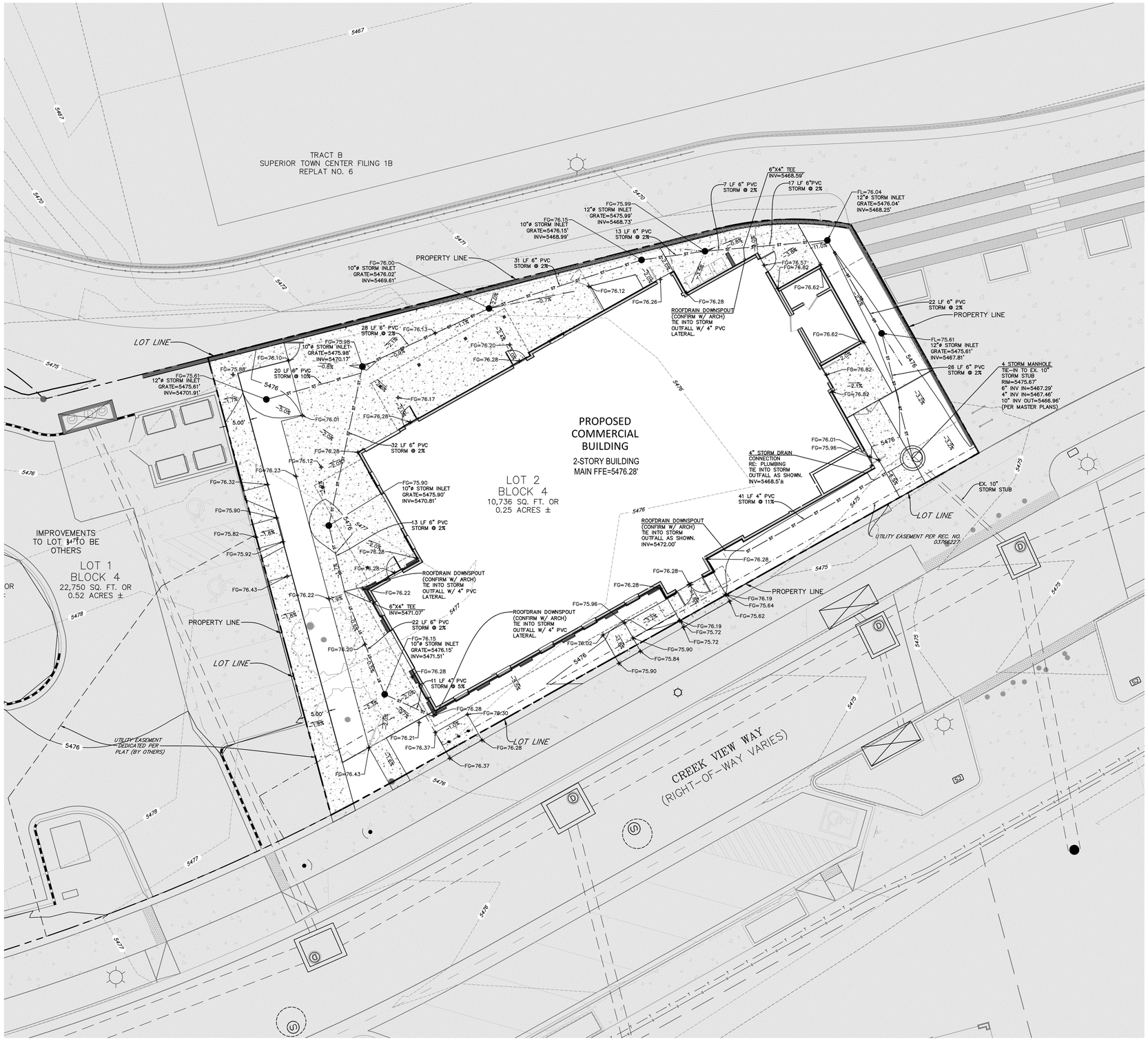
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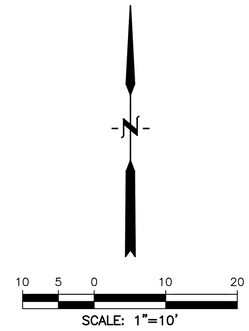
FDP ADMENDMENT
2024.04.01

SHEET No.

A0.00

COVER SHEET





LEGEND

- PROPERTY BOUNDARY
- EX. MAJOR CONTOUR — 5475
- EX. MINOR CONTOUR — 5473
- EX. SPOT ELEVATION — 74.62
- PROPOSED MAJOR CONTOUR — 5475
- PROPOSED MINOR CONTOUR — 5473
- PROPOSED CONCRETE

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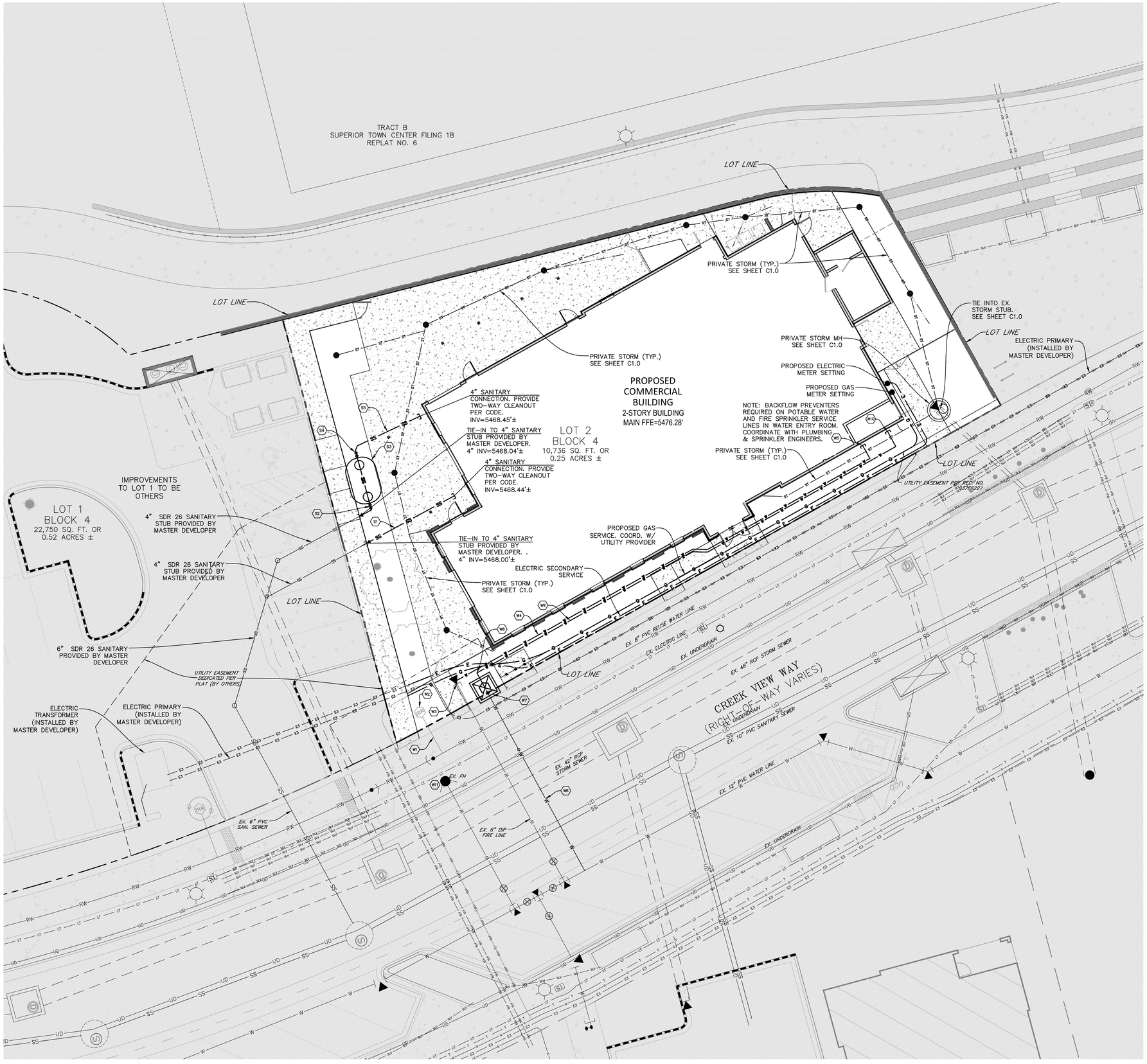
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2024.04.01

SHEET No.

C1.0

GRADING PLAN



10 5 0 10 20

SCALE: 1"=10'

UTILITY NOTES

1. CONTRACTOR SHALL COORDINATE ELECTRIC AND GAS SERVICE INSTALLATION WITH XCEL ENERGY.
2. CONTRACTOR SHALL COORDINATE TELECOMMUNICATIONS AND RELATED LOW VOLTAGE UTILITY SERVICE NEEDS WITH OWNER, ARCHITECT, AND APPROPRIATE PROVIDER AGENCIES.

WATER SERVICE KEYNOTES

- W1 1" IRRIGATION SERVICE (TO BE PROVIDED BY MASTER DEVELOPER).
- W2 1" IRRIGATION METER (TO BE PROVIDED BY MASTER DEVELOPER).
- W3 TIE-IN TO EXISTING 6" DIP FIRE SERVICE STUB.
- W4 PROPOSED 6" DIP FIRE SPRINKLER SERVICE LINE.
- W5 6" FIRE SPRINKLER STUB. COORDINATE CONNECTION TO WATER ENTRY ROOM WITH PLUMBING AND FIRE SPRINKLER DESIGNER.
- W6 1.5" WATER SERVICE (TO BE PROVIDED BY MASTER DEVELOPER).
- W7 1.5" WATER METER (TO BE PROVIDED BY MASTER DEVELOPER).
- W8 TIE-IN TO 1.5" WATER STUB.
- W9 1.5" WATER SERVICE LINE.
- W10 1.5" WATER SERVICE STUB. COORDINATE CONNECTION TO WATER ENTRY ROOM WITH PLUMBING PLANS.
- W11 EXISTING FIRE HYDRANT.

SANITARY SEWER SERVICE KEYNOTES

- S1 22 LF 4"Ø SDR 26 SANITARY SEWER @ 2%
- S2 TWO-WAY CLEAN-OUT
  INV=5468.1'
- S3 PROPOSED 1,500 GALLON GREASE INTERCEPTOR (CONFIRM SPECIFICATION WITH PLUMBING ENGINEER).
- S4 TWO-WAY CLEAN-OUT
  INV=5468.2'
- S5 17 LF 4"Ø SDR 26 SANITARY SEWER @ 2%

UTILITY MAINTENANCE STATEMENT

1. ALL PUBLIC WATER, REUSE WATER, STORM WATER, AND SANITARY SEWER MAINS AND APPURTENANCES LOCATED IN PUBLIC RIGHT-OF-WAY SHALL BE MAINTAINED BY THE TOWN OF SUPERIOR PUBLIC WORKS AND UTILITIES DEPARTMENT. ALL PUBLIC WATER, REUSE WATER, STORM WATER, AND SANITARY SEWER MAINS AND APPURTENANCES UNDER PRIVATE DRIVES ARE LOCATED IN UTILITY EASEMENTS AND THE TOWN IS RESPONSIBLE FOR MAINTENANCE OF THESE FACILITIES. THE TOWN IS NOT RESPONSIBLE FOR REPAIR OR REPLACEMENT OF PRIVATE DRIVE, CURB AND GUTTER, OR LANDSCAPING DAMAGED DURING UTILITY REPAIR OR MAINTENANCE.
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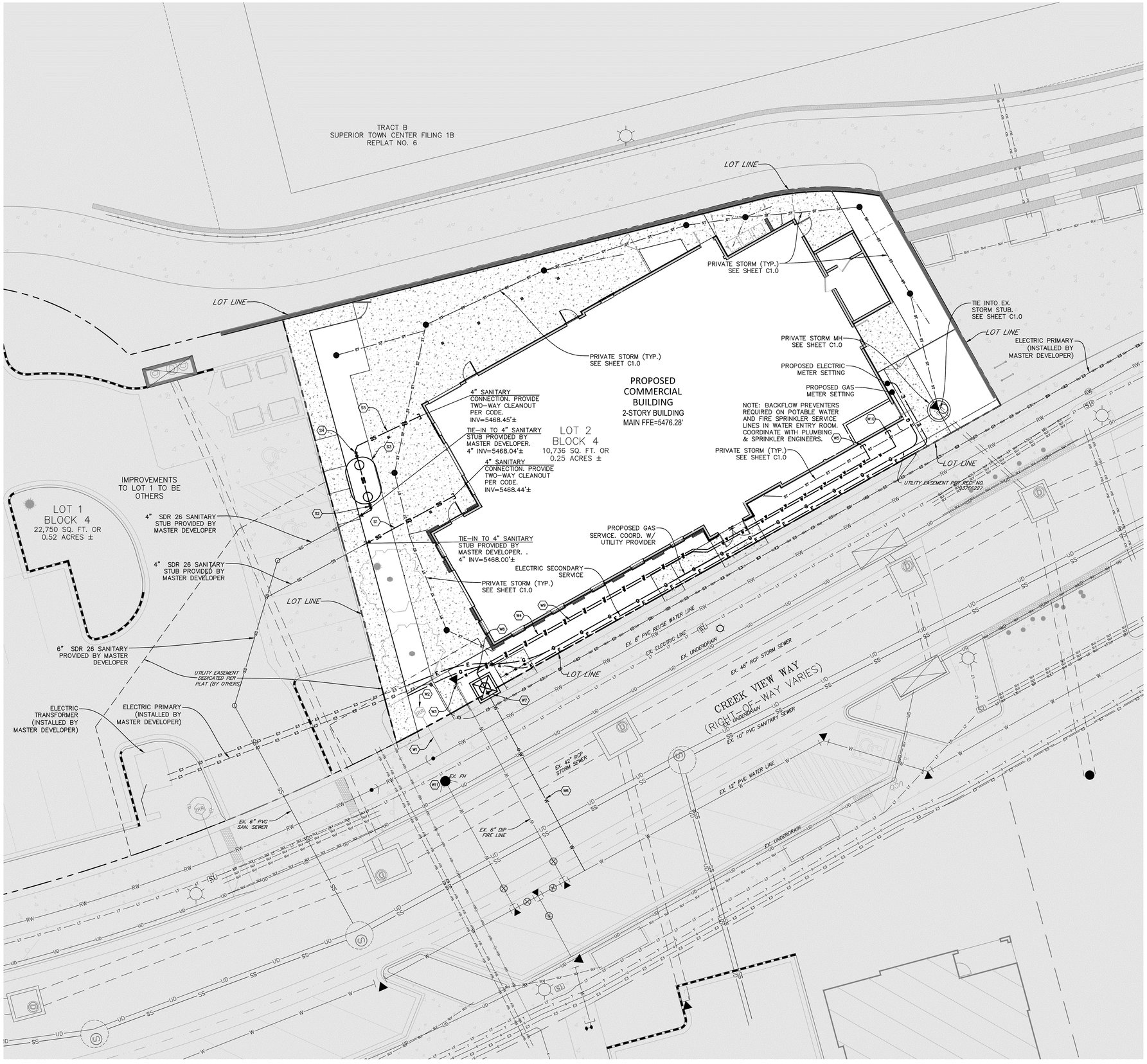
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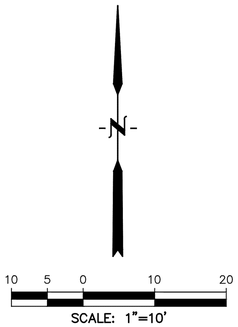
FDP ADMENDMENT
2024.04.01

SHEET No.

C3.0

UTILITY CONNECTION PLAN





UTILITY NOTES

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FDP ADMENDMENT - MAJOR

2240 CREEK VIEW WAY

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FDP ADMENDMENT
2024.04.01

SHEET No.
C3.0
UTILITY CONNECTION PLAN

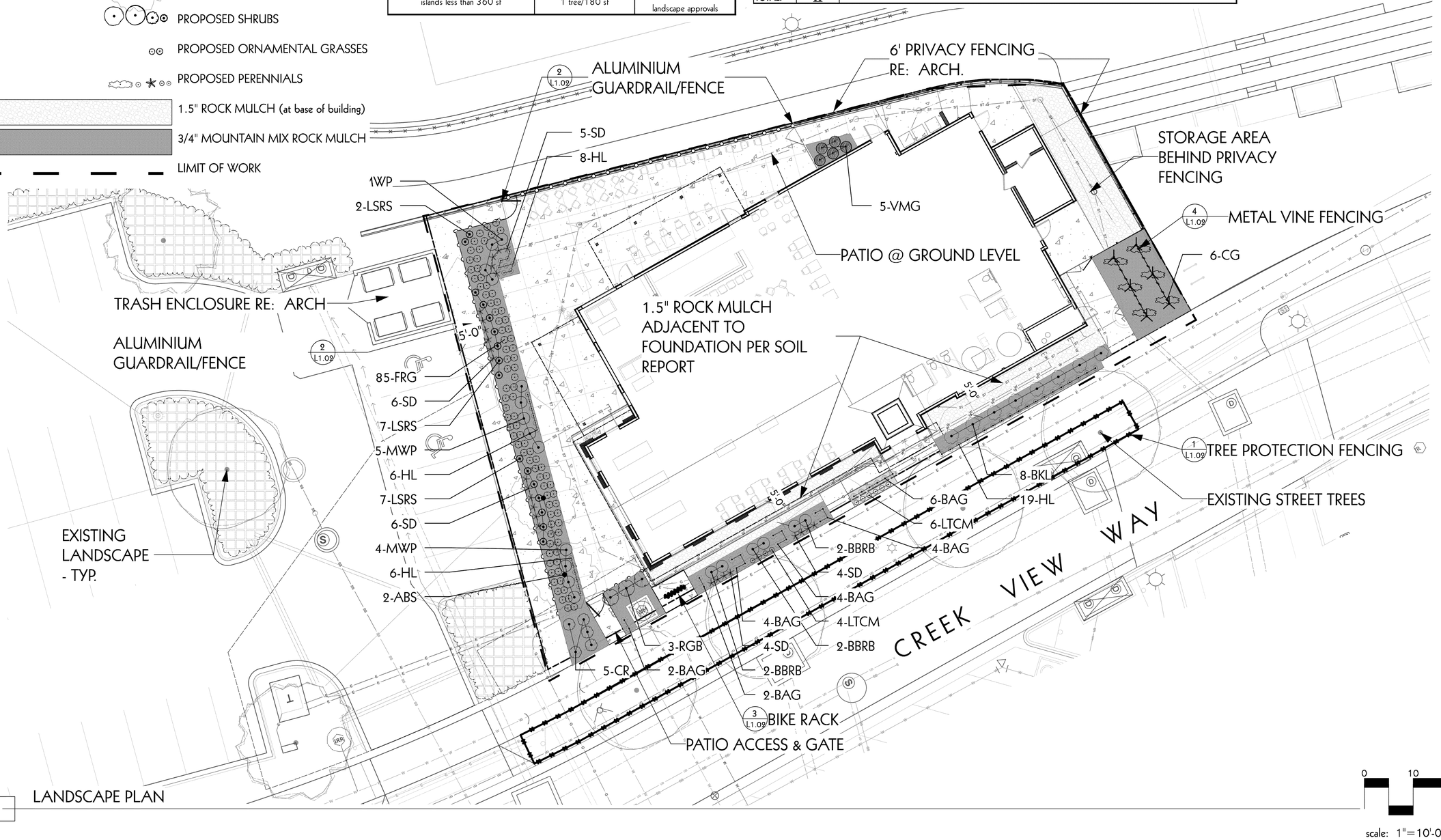
LEGEND:

- EXISTING TREES TO REMAIN
- EXISTING SHRUB PLANTINGS
- ALUMINUM PATIO/GUARDRAIL FENC
- METAL GRAPE VINE FENCE
- TREE PROTECTION FENCING
- ORNAMENTAL TREES
- PROPOSED SHRUBS
- PROPOSED ORNAMENTAL GRASSES
- PROPOSED PERENNIALS
- 1.5" ROCK MULCH (at base of building)
- 3/4" MOUNTAIN MIX ROCK MULCH
- LIMIT OF WORK

LANDSCAPE REQUIREMENTS: 3/27/24		
LANDSCAPE AREA:	**REQUIRED**	**PROPOSED**
Trees:	1 Tree/825 sf 1,612 SF = 2 trees	2 trees
Shrubs:	1 Shrub/100 sf 1,612 Sf = 16 shrubs	51 shrubs
FOUNDATION PLANTING:		
Shrubs:	1 shrub/4 LF 115 LF = 29 shrubs	14 shrubs + 20 Orn. Grasses = 34
BUFFER:		
Trees:	1/40 LF 95 LF = 2 trees	2 provided on west side
STREET TREES IN THE ROW		
Trees:	1/40 LF 150 LF = 4 trees	Existing - provided with prior landscape approvals
PARKING LOTS:		
islands less than 360 sf	1 tree/180 sf	Existing - provided with prior landscape approvals

PLANT LIST: 3/27/24

KEY	QTY	SCIENTIFIC NAME	COMMON NAME	SIZE	o.c. SPACING	% of Single Species
ORNAMENTAL TREES:						
ABS	2	Amelanchier x grandiflora'Autumn Brilliance'*	Autumn Brilliance Serviceberry	2" clp.	as shown	100%
TOTAL:	**2**	*** provide multi stem tree (branches limbed up above 8')**				
SHRUBS:						
BBRB	6	Chrysothamnus nausoesus var. nauseosus	Baby Blue Rabbitbrush	5 gallon	5' o.c.	3%
BKL	8	Syringa BABY KIM	Baby Kim Dwarf Lilac	5 gallon	3.5' o.c.	4%
CR	5	Rosa 'Tanabamar'	Caramba Rose	5 gallon	3' o.c.	3%
LSRS	16	Perovskia atriplicifolia 'Little Spire'	Little Spire Russian Sage	5 gallon	3.5' o.c.	8%
MWP	13	Potentilla fruticosa 'McKay's White'	McKay's White Potentilla	5 gallon	3.5' o.c.	7%
RGB	3	Berberis thunbergii 'Rose Glow'	Rosy Glow Barberry	5 gallon	3.5' o.c.	2%
TOTAL:	**51**					
ORNAMENTAL GRASSES:						
BAG	25	Helictotrichon sempervirens	Blue Avena Grass	5 gallon	24" o.c.	13%
FRG	113	Calamagrostis x acutiflora ' Karl Foerster'	Foerster Feather Reed Grass	5 gallon	1.5' o.c.	58%
VMG	5	Miscanthus sinensis 'Variegated'	Variegated Maiden Grass	5 gallon	3' o.c.	3%
TOTAL:	**143**					
PERENNIALS AND VINES:						
CG	6	Vitis labrusca 'Concord'	Concord Grape	1 gallon	60" o.c.	
HL	39	Lavandula angustifolia 'Hidcote'	Deep Blue Lavender	1 gallon	24" o.c.	
LTCM	10	Nepeta x 'psfike'	Little Trucy Catmint	1 gallon	18" o.c.	
SD	25	Leucanthemum x 'Becky'	Becky Shasta Daisy	1 gallon	18" o.c.	
TOTAL:	**80**					



LANDSCAPE PLAN

scale: 1"=10'-0"

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2718 Pine Street #100
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p: 303-442-3351

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BIGSBY'S FOLLY

SUPERIOR TOWN CENTER
SUPERIOR, COLORADO
FDP ADMENDMENT - MAJOR

2240 CREEK VIEW WAY

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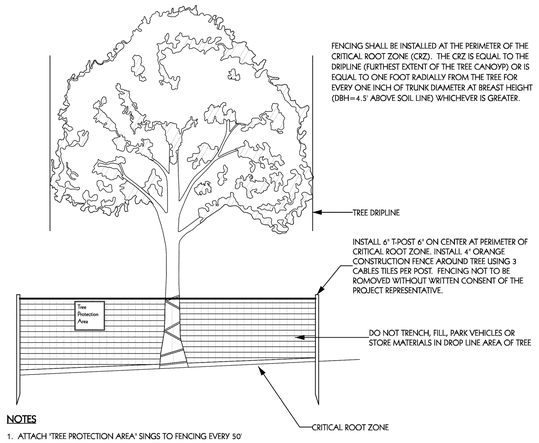
SHEET No.

L1.01

LANDSCAPE PLAN

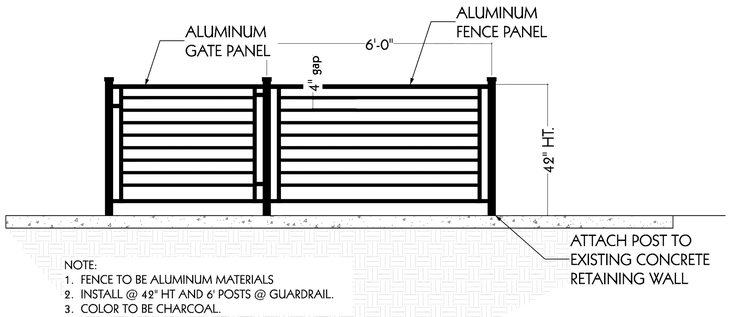
PLANTING NOTES:

1. All plant materials shall meet of exceed current American Standard for Nursery Stock (ANSI Z60.1-2004) and the Colorado Nursery Act and accompanying RUles and Regulations.
2. All plants will be balled and burlapped or container grown. Bare root or spaded plants will not be accepted.
3. Supply all plant material in quantities sufficient to complete the planting bed as shown on the drawings.
4. All plants will be inspected and approved by the Owner's Representative prior to delivery to the site.
5. Any proposed substitutions of plant species shall be approved by the Landscape Architect and Superior City Forestry prior to delivery to the site.
6. Obtain Landscape Architects approval of finish grading prior to the start of planting.
7. Stake locations of all proposed trees and edges of new planting beds for approval by the Landscape Architect prior to the commencement of planting.
8. Landscape Contractor shall be responsible for becoming aware of all underground utilities, pipes and structures. The Landscape Contractor shall be held responsible for contacting all utility companies for field location of underground utility lines prior to any excavation. Landscape Contractor shall take sole responsibility for any cost of utility repair due to damage caused by his operations.
9. Do not willfully proceed with construction as designed when it is obvious that unknown obstructions and/or grade differences exist that may not have been known during design. Such conditions shall be immediately brought to the attention of the Landscape Architect. The Landscape Contractor shall assume full responsibility for all necessary revisions due to failure to give such notification.
10. Landscape Contractor shall be responsible for any coordination with subcontractors as required to accomplish planting operations.
11. See specifications for planting requirements, soil preparation testing, materials and execution. Arrange for visit of Landscape Architect for review and approval a minimum of 48 hours prior to installation.
12. All shrub, perennial and groundcover areas to receive soil amendment. Amend soil per soil testing results and recommendations.
13. All shrub, perennial and groundcover areas to receive 3/4" deep Mountain Granite Mix from Pioneer or equal. All shrub beds to receive weed fabric (except for areas of perennials).
14. See details and specifications for staking method, plant pit dimensions and backfill requirements.
15. Landscape Contractor shall provide per-unit costs for every size of plant materials, and by type, as called out on planting plans. Unit cost to include the plant material itself and installation, including all labor, amendments, fertilizers, etc., as detailed and specified for each size.
16. Landscape Contractor is responsible to do their own quantity takeoffs for all plant materials and sizes shown on plans.
17. The Landscape Contractor shall be responsible for positive drainage throughout the site with accurately set flow lines. No low spots or ponding of surface water will be accepted in final work.
18. Coordinate installation of large plant material with installation of wall footings, bridge abutments and pavements. Any damage to improvements by others is the responsibility of the Landscape Contractor.
19. The Landscape Contractor shall allow for the addition of specified quantities of soil amendments, conditioners and mulch in soil preparation and finish grading.
20. Imported soil shall be used to supplement the existing soil as necessary to meet the finish grade requirements at planting areas.
21. The Landscape Contractor shall verify soil test at his expense prior to planting and will follow test recommendations and Landscape Architect's approval for soil amendments.
22. The Landscape Contractor shall receive the specified subgrade elevation, of +/- one tenth of a foot below finish grade. The Landscape Contractor shall be responsible to furnish and install amended or imported soil in any planting areas as necessary to achieve the specified finish planting grades unless otherwise noted on plans or specs.
23. The Landscape Architect reserves the right to adjust the location of plant material during installation as appropriate to the project. For trees in the right-of-way by Builder or Contractor, adjustments of 5'-0" or more must have prior authorization of City Forester.
24. Contractor is to familiarize himself with the layout, grading and civil engineering documents to coordinate actual location of trees and shrubs.
25. Maintenance Statement: All landscaping shown on this plan shall be maintained in a neat and adequate manner. Required maintenance activities shall include, but not limited to, mowing of lawns, trimming of hedges, adequate irrigation, replacement of dead, diseased or unsightly landscaping, removal of weeds from planted areas, and appropriate pruning of plant materials.
26. All landscaped areas shall be irrigated with an automatic irrigation system. Lawn areas will be sprayed and shrubs will be drip irrigated. Natural areas, such as those with prairie types of grasses and native shrub species, are designed to irrigate through grow-in and then be shut off except during severe drought. Contractor shall be responsible for taps, backflow prevention and winterization systems, sleeving under paved areas and all sprinkler system components necessary for a fully functional system. Trees shall be on a separate zone from turf.
27. Drip irrigation adjacent to the patio shall have **purple appurtenances and signage required for Reg. 84 Compliance** due to likelihood of windblown spray into eating areas.
28. Trees shall be placed 10'-0" min from wet utilities.



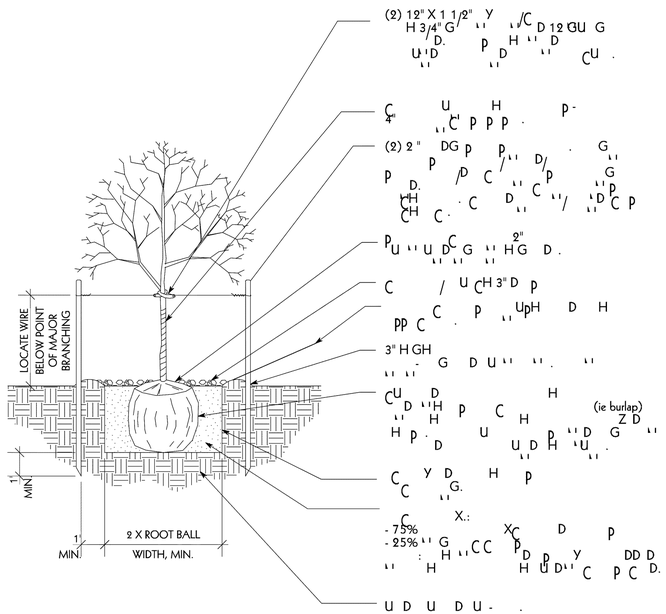
NOTES
1. ATTACH "TREE PROTECTION AREA" SINGS TO FENCING EVERY 50'
2. THE TREE PROTECTION AREA SHALL NOT BE MODIFIED OR REMOVED PRIOR TO CONSENT OF THE OWNERS REPRESENTATION.
3. MATERIALS, DEBRIS, EQUIPMENT AND SITE AMENITIES SHALL NOT BE STORED WITHIN THE TREE PROTECTION AREA.
4. ENTRANCE TO THE TREE PROTECTION AREA IS NOT PERMITTED WITHOUT CONSENT OF THE OWNERS REPRESENTATIVE.

1 TREE PROTECTION FENCING
SCALE: NTS

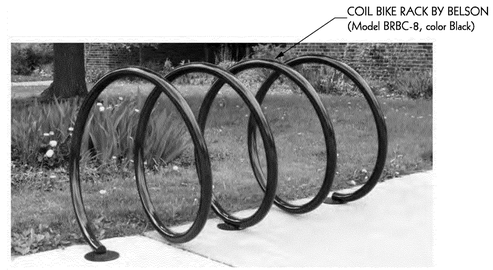


NOTE:
1. FENCE TO BE ALUMINUM MATERIALS
2. INSTALL @ 42" HT AND 6' POSTS @ GUARDRAIL.
3. COLOR TO BE CHARCOAL.

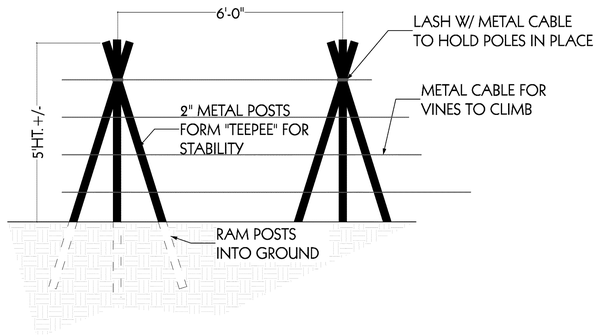
2 ALUMINUM GUARDRAIL/FENCE @ PATIO
SCALE: NTS



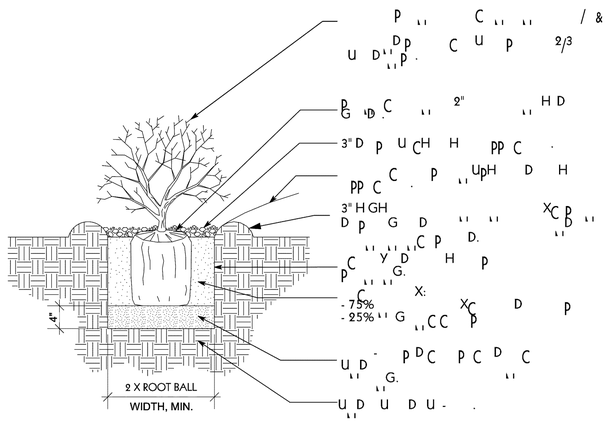
DECIDUOUS TREE PLANTING & STAKING
SCALE: NTS



3 COIL BIKE RACK
SCALE: NTS



4 METAL VINE SUPPORT FENCING
SCALE: NTS



TYPICAL SHRUB PLANTING
SCALE: NTS

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2024.04.01

SHEET No.
L1.02
LANDSCAPE NOTES & DETAILS

IRRIGATION NOTES

1. THE IRRIGATION SYSTEM UTILIZES HUNTER SUBSURFACE DRIP LINE FOR ALLSHRUBS AND TREES.
2. IRRIGATION WATER IS SUPPLIED BY A 3/4" REUSE/RECLAIMED WATER SUPPLY
3. THE BACKFLOW PREVENTER SHALL BE OF THE REDUCED PRESSURE TYPE.
4. MAINLINE SHALL BE DRAINABLE AND THE ENTIRE SYSTEM SHALL BE BLOWNOUT PRIOR TO WINTER TEMPERATURES.
5. THE MAXIMUM ZONE SHALL NOT EXCEED 5 GALLONS PER MINUTE(GPM) AND IS THE LARGEST ZONE.
6. SYSTEM IS DESIGNED FOR 60PSI. ANY DEVIATION TO REPORTED PRESSURE SHALL BE REPORTED TO THE CONSULTANT PRIOR TO ONSET OF CONSTRUCTION. A WRITTEN REPORT SHALL BE SENT TO CONSULTANT MEASURING STATIC WATER PRESSURE PRIOR TO START OF IRRIGATION CONSTRUCTION.
7. SYSTEM SHALL UTILIZE A RAIN SENSOR CAPABLE OF ADJUSTING AND/OR OVERIDING REGULAR PROGRAMMING OF THE CONTROLLER.
8. SYSTEM UTILIZES A HUNTER PRO-C 6 STATION CONTROLLER
9. THE SUBSURFACE DRIP SYSTEM SHALL CONSIST OF .6 GPH EMITTERS SPACED AT 12" APART WITH A ROW SPACING OF 12' AS WELL.
10. ALL VALVE BOXES AND DECODERS NEED TO BE BRANDED AND/OR LABELED WITH ZONE NUMBER.
11. REFER TOWN OF SUPERIOR DESIGN AND CONSTRUCTION STREETSCAPING STANDARDS.
12. REFER TO THE CIVIL ENGINEER DRAWINGS FOR GRADING AND UTILITY INFORMATION.
13. ALL MGF RECOMMENDED MATERIALS AND INSTALL SHALL BE FOLLOWED FOR SUBSURFACE INSTALLATIONS.

IRRIGATION LEGEND ALL PURPLE

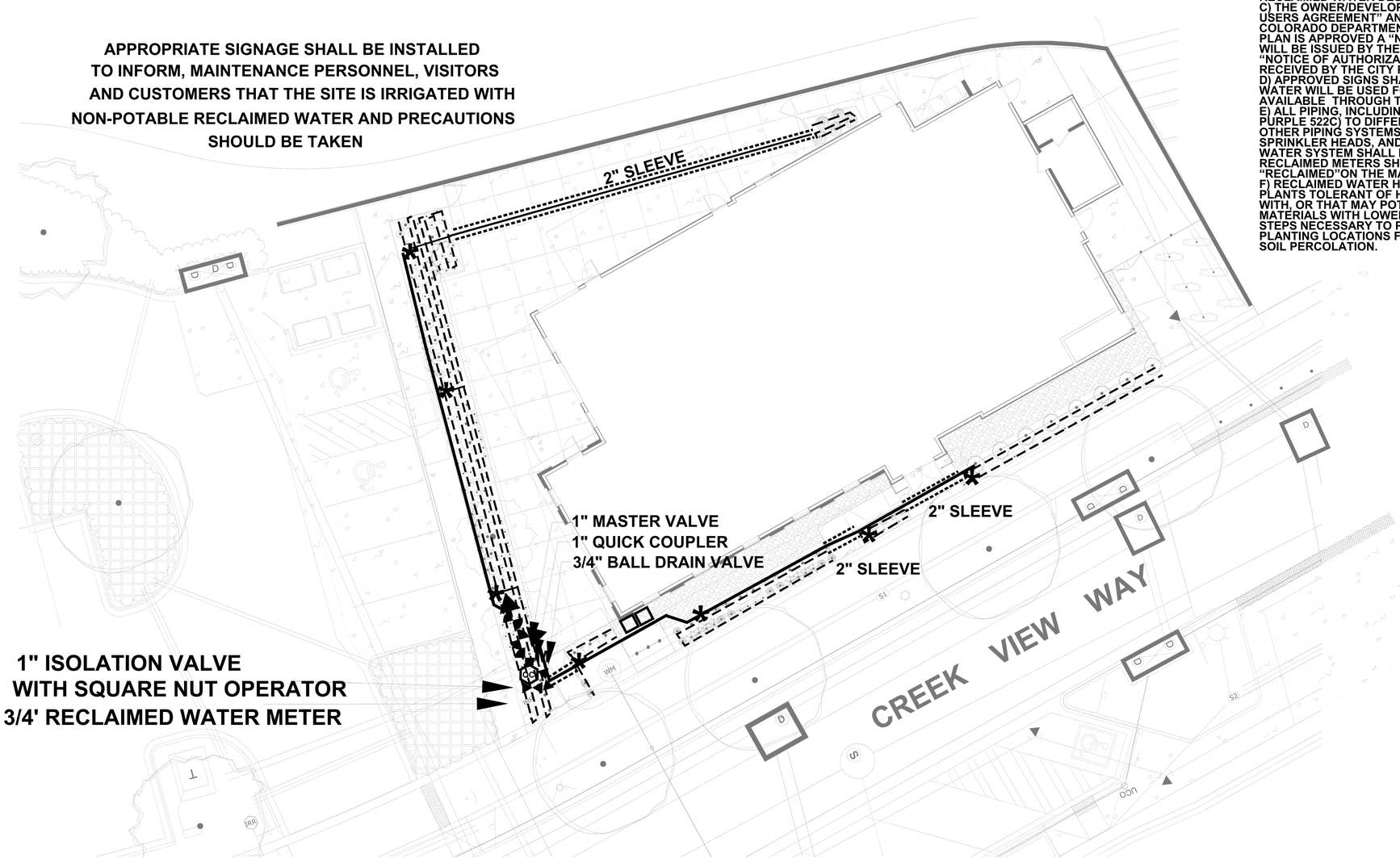
1" ISOLATION VALVE W/SQ NUT	HUNTER HDL-06-12-CV DRIPLINE
3/4' BALL DRAIN VALVE	MAINLINE 1" CLASS 200 PVC
RAINBIRD PEB-100 MASTER VALVE	SUPPLY/EXHAUST HEADERS CLASS 200 PVC 1"
HUNTER ICZ-101-40-LF DRIP VALVE WITH JUMBO BOX AND LID	BLANK SUBSURFACE LINE
RAINBIRD #44 QUICK COUPLER	2" CLASS 200 PVC SLEEVES
HUNTER PRO-C 6 STATION	N/S HUNTER ECO-INDICATOR ONE PER ZONE
HUNTER RAIN/FREEZE SENSOR	

CRITICAL NOTE

THIS SITE SHALL UTILIZE ALL PURPLE IRRIGATION HARDWARE INCLUDING BUT NOT LIMITED TO VALVES ,ALL PIPING, BOXES, QUICK COUPLERS AND SUBSURFACE DRIP PIPING

Pantone Color No. 512, 522C

APPROPRIATE SIGNAGE SHALL BE INSTALLED TO INFORM, MAINTENANCE PERSONNEL, VISITORS AND CUSTOMERS THAT THE SITE IS IRRIGATED WITH NON-POTABLE RECLAIMED WATER AND PRECAUTIONS SHOULD BE TAKEN



1" ISOLATION VALVE WITH SQUARE NUT OPERATOR
3/4' RECLAIMED WATER METER

RECLAIMED WATER NOTES

THE OWNER/DEVELOPER, THEIR SUCCESSORS AND ASSIGNS, AGREE TO PERFORM THE FOLLOWING CONDITIONS....

A) THIS SITE WILL USE RECLAIMED WATER FOR IRRIGATION.
B) THE OWNER/DEVELOPER IS RESPONSIBLE FOR DESIGNING, BUILDING, OPERATING, AND MAINTAINING THE RECLAIMED FACILITIES AT THIS SITE IN COMPLIANCE WITH; THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT'S RECLAIMED WATER CONTROL REGULATION #84, THE CITY OF WESTMINSTER'S CITY CODE SECTION 8 CHAPTER 12 RECLAIMED/NON-POTABLE WATER REGULATIONS, AND THE CITY OF WESTMINSTER'S RECLAIMED WATER DESIGN SPECIFICATIONS.
C) THE OWNER/DEVELOPER MUST SUBMIT TWO SIGNED COPIES OF THE "RECLAIMED WATER USERS AGREEMENT" AND THE "USERS PLAN TO COMPLY" AND SUBMIT IT TO THE COLORADO DEPARTMENT OF HEALTH AND ENVIRONMENT FOR APPROVAL. ONCE THE PLAN IS APPROVED A "NOTICE OF AUTHORIZATION FOR THE USE OF RECLAIMED WATER" WILL BE ISSUED BY THE COLORADO DEPARTMENT OF HEALTH AND ENVIRONMENT. THE "NOTICE OF AUTHORIZATION" AND RECLAIMED WATER USERS AGREEMENT MUST BE RECEIVED BY THE CITY PRIOR TO CONNECTING TO THE RECLAIMED WATER SYSTEM.
D) APPROVED SIGNS SHALL BE POSTED ON THE SITE TO NOTIFY THE PUBLIC THAT RECLAIMED WATER WILL BE USED FOR IRRIGATION AND IS NOT SAFE TO DRINK. APPROVED SIGNS ARE AVAILABLE THROUGH THE DEPARTMENT OF PUBLIC WORKS AND UTILITIES.
E) ALL PIPING, INCLUDING PRIVATE IRRIGATION SYSTEM PIPING SHALL BE PURPLE (PANTONE PURPLE 522C) TO DIFFERENTIATE RECLAIMED WATER PIPING FROM POTABLE WATER OR OTHER PIPING SYSTEMS. ALL IRRIGATION BOXES AND COVERS, CONTROL VALVES, SPRINKLER HEADS, AND OTHER APPURTENANCES ASSOCIATED WITH THE RECLAIMED WATER SYSTEM SHALL BE PURPLE AND LABELED "RECLAIMED" OR "NON - POTABLE" WATER. RECLAIMED METERS SHALL BE PURPLE, HAVE PURPLE REGISTERS, AND BE STAMPED "RECLAIMED" ON THE MAIN CASE.
F) RECLAIMED WATER HAS A HIGHER LEVEL OF DISSOLVED SOLIDS THAN POTABLE WATER. PLANTS TOLERANT OF HIGH SALINITY SHOULD BE SELECTED FOR USE IN AREAS IRRIGATED WITH, OR THAT MAY POTENTIALLY BE SUPPLIED WITH RECLAIMED WATER. IF PLANT MATERIALS WITH LOWER TOLERANCES ARE USED, THE DEVELOPER SHALL TAKE THOSE STEPS NECESSARY TO PREVENT SALT BUILD - UP IN THE SOIL SURROUNDING THESE PLANTS. PLANTING LOCATIONS FOR SALT SENSITIVE SPECIES SHOULD HAVE GOOD DRAINAGE AND SOIL PERCOLATION.

N

0 5 10 20 30

1" = 10'

IRRIGATION PLAN
BY
WATER ENGINEERING, INC
17337 W. 53RD DR.
GOLDEN, COLORADO 80403
303-618-6307 FAX 303-731-4322
CARROLLEMAIL@AOL.COM

CERTIFIED IRRIGATION DESIGNER CID # 4112

EPA WaterSense PARTNER

COBURN ARCHITECTURE
2718 Pine Street #100
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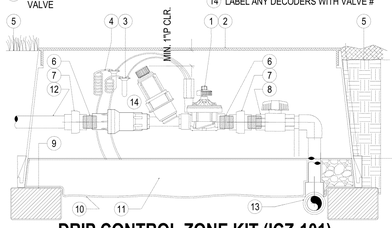
SHEET No.

IR1.0

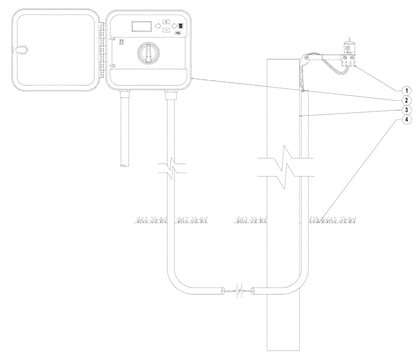
IRRIGATION PLAN

LEGEND

1. HUNTER REMOTE CONTROL VALVE (ICZ) WITH FILTER REGULATOR
2. JUMBO VALVE BOX & LID: HEAT STAMP LID WITH 'RCV' IN 2" LETTERS
3. WATERPROOF CONNECTORS (2)
4. 18"-24" COILED WIRE TO CONTROLLER
5. FINISH GRADE AT ADJACENT SURFACE (TURF OR MULCH)
6. SCH. 80 CLOSE NIPPLE, MATCH SIZE TO VALVE
7. PVC SLIP X FPT UNION
8. ISOLATION VALVE, SIZE AND TYPE PER PLAN
9. BRICK SUPPORTS (4)
10. FILTER FABRIC - WRAP TWICE AROUND BRICK SUPPORTS
11. 3/4" WASHED GRAVEL - 4" MIN. DEPTH
12. IRRIGATION LATERAL
13. MAINLINE LATERAL AND FITTINGS
14. LABEL ANY DECODERS WITH VALVE #

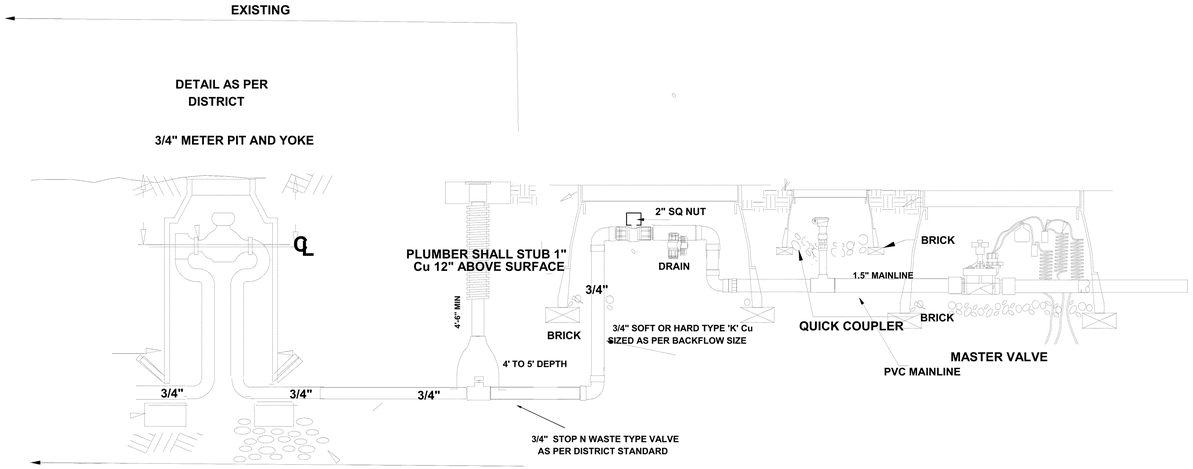


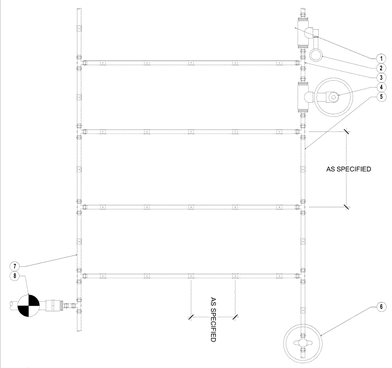
XX **DRIP CONTROL ZONE KIT (ICZ-101) WITH UNIONS AND ISOLATION VALVE**
Hunter V.ICZ.08 NO SCALE



LEGEND:
1. MINI-CLIK SENSOR
2. WALL MOUNT CONTROLLER
3. POST OR SUITABLE MOUNTING SURFACE
4. FINISHED GRADE

XX **MINI-CLIK WITH GENERIC WALL MOUNT CONTROLLER**
Hunter S.MC.01





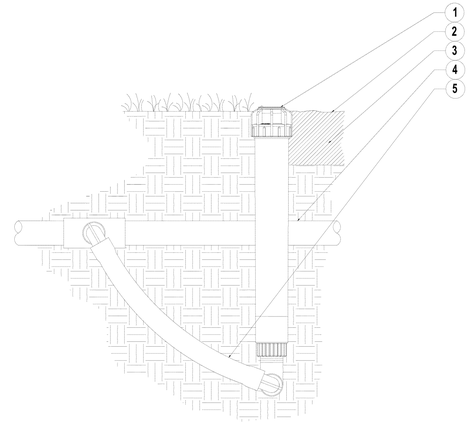
LEGEND:
1. HUNTER DRIPLINE (HDL) PER PLAN
2. ECO-INDICATOR ON SWING ARM
3. PLD OR PLD-LOC FITTINGS TYP.
4. AIR RELIEF VALVE IN VALVE BOX
5. HDL TUBING EXHAUST HEADER
6. FLUSH POINT (PLD-BV) IN SUBTERRANEAN BOX PER PLAN
7. HDL TUBING SUPPLY HEADER
8. DRIP CONTROL ZONE KIT PER PLAN

NOTES
AIR RELIEF VALVE (PLD-AVR) INSTALLED IN VALVE BOX AT OPTIMAL HIGHEST POINT FROM CONTROL ZONE KIT. MULTIPLE AIR RELIEF VALVES MAY BE NEEDED TO ACCOMMODATE DIFFERENCES IN GRADE.

ECO-INDICATOR TO BE INSTALLED AT OPTIMAL FURTHEST POINT FROM CONTROL ZONE KIT IN CLEAR VIEW WHEN POPPED UP.

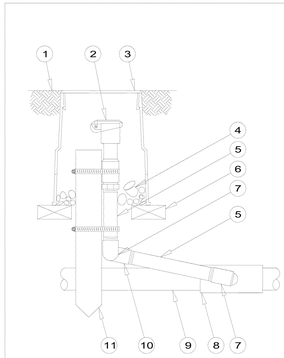
FLUSH POINT TO BE INSTALLED AT OPTIMAL FURTHEST POINT FROM CONTROL ZONE KIT TO ALLOW FOR MAXIMUM DEBRIS FLUSH IN SYSTEM.

XX **HUNTER DRIPLINE - PLANTING BED**
Hunter HM.HDL.01 NOT TO SCALE



LEGEND:
1. ECO INDICATOR
2. FINISHED GRADE
3. ADJACENT MULCH
4. PVC LATERAL PIPE
5. FLEX TUBING

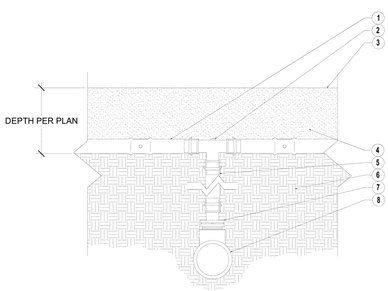
XX **ECO INDICATOR - FLEX TUBING**
Hunter HM.EI.02 NOT TO SCALE



1. FINISH GRADE/TOP OF MULCH
2. QUICK-COUPLING VALVE:
3. VALVE BOX WITH COVER: 6-INCH SIZE
4. 3-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL
5. PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
6. BRICK (1 OF 2)
7. PVC SCH 40 STREET ELL
8. PVC SCH 40 TEE OR ELL
9. PVC MAINLINE PIPE
10. PVC SCH 40 ELL
11. 2" x 2" REDWOOD STAKE W/ STAINLESS STEEL GEAR CLAMPS OR EQUIVALENT SUPPORT SYSTEM

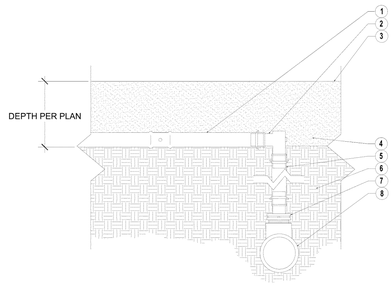
NOTE:
1. FURNISH FITTINGS AND PIPING NOMINALLY SIZED IDENTICAL TO NOMINAL QUICK COUPLING VALVE INLET SIZE.

D QUICK-COUPLING VALVE



LEGEND:
1. HUNTER DRIPLINE (HDL) PER PLAN
2. PLD OR PLD-LOC FITTING
3. FINISHED GRADE
4. MULCH (AS SPECIFIED)
5. HDL RISER - LENGTH AS REQUIRED
6. SOIL
7. PLD OR PLD-LOC FITTING
8. PVC SUPPLY HEADER - SIZE PER PLAN

XX **HUNTER DRIPLINE - CONNECTION WITH DRIPLINE AND TEE**
Hunter HM.HDL.06 NOT TO SCALE



LEGEND:
1. HUNTER DRIPLINE (HDL) PER PLAN
2. PLD OR PLD-LOC FITTING
3. FINISHED GRADE
4. MULCH (AS SPECIFIED)
5. HDL RISER - LENGTH AS REQUIRED
6. SOIL
7. PLD OR PLD-LOC FITTING
8. PVC SUPPLY HEADER - SIZE PER PLAN

XX **HUNTER DRIPLINE - CONNECTION WITH DRIPLINE AND ELBOW**
Hunter HM.HDL.04 NOT TO SCALE

ALL IRRIGATION HARDWARE PIPING AND APPURTENANCES SHALL BE Pantone Color No. 512, 522C

IRRIGATION PLAN
BY
WATER ENGINEERING, INC
17337 W. 53RD DR.
GOLDEN, COLORADO 80403
303-618-6307 FAX 303-731-4322
CARROLLEMAIL@AOL.COM

CERTIFIED IRRIGATION DESIGNER CID # 4113

EPA WaterSense PARTNER

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p: 303-442-3351

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S/L
63 Sunset Dr,
Bailey, Colorado
p: 303-242-1572

BIGSBY'S FOLLY

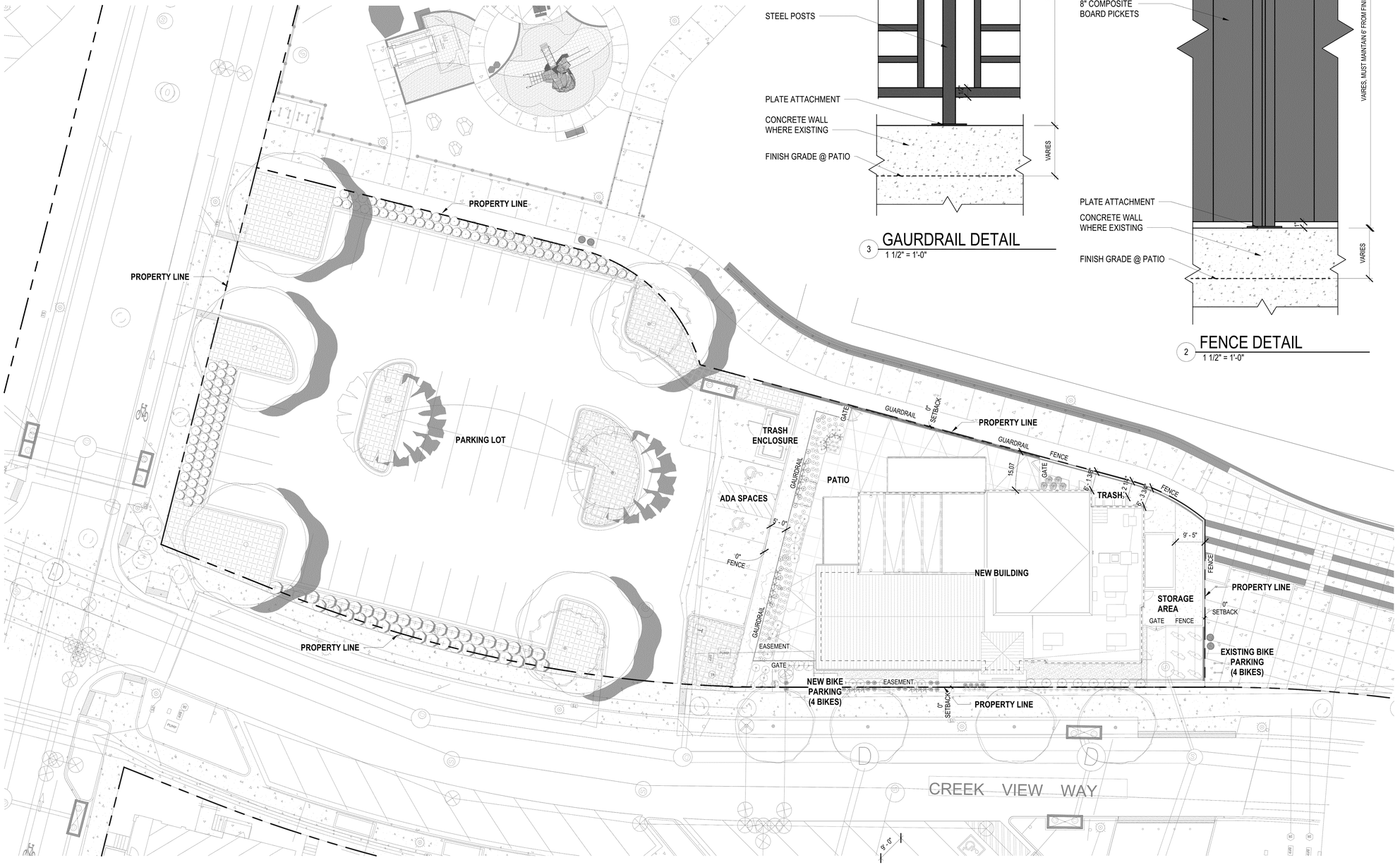
SUPERIOR TOWN CENTER
SUPERIOR, COLORADO
FDP ADMENDMENT - MAJOR

2240 CREEK VIEW WAY

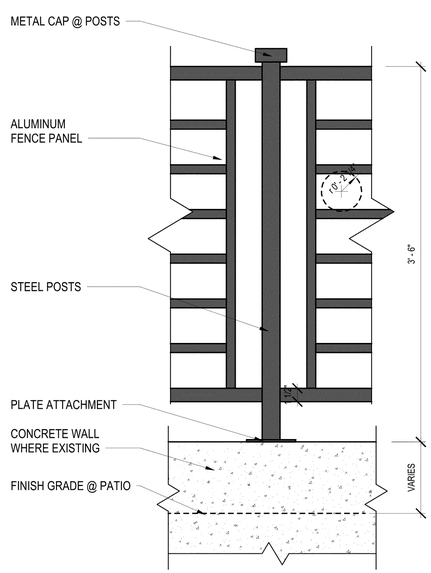
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FDP ADMENDMENT
2024.04.01

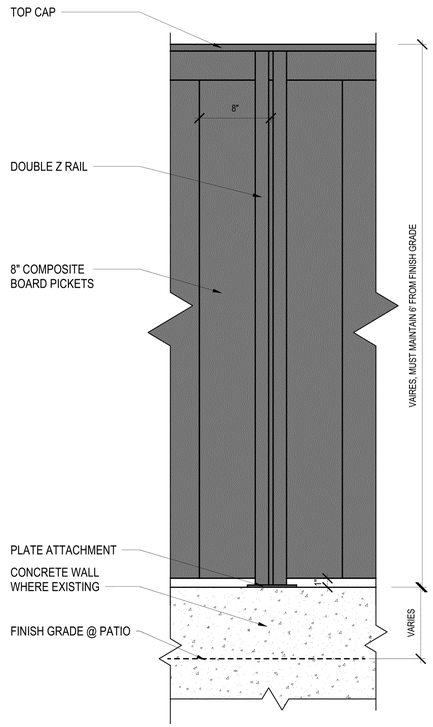
SHEET No.
IR2.00
IRRIGATION DETAILS



1 OVERALL SITE PLAN - BLOCK 4
1/16" = 1'-0"



3 GAURDRAIL DETAIL
1 1/2" = 1'-0"



2 FENCE DETAIL
1 1/2" = 1'-0"

PLAN TRUE

0 8'-0" 16'-0" 32'-0"
SCALE: 1/16" = 1'-0"

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SUPERIOR, COLORADO
FDP ADMENDMENT - MAJOR

2240 CREEK VIEW WAY

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2024.04.01

SHEET No.
A1.33
OVERALL SITE PLAN

TOTAL MATERIAL TAKEOFFS

BRICK	902 SF	13.71%
STUCCO	2563 SF	38.96%
METAL SIDING	2425 SF	36.87%
METAL COMPONENTS	688 SF	10.46%

NORTH MATERIAL TAKEOFFS

BRICK	113 SF	5.31%
STUCCO	931 SF	43.71%
METAL SIDING	838 SF	39.34%
METAL COMPONENTS	248 SF	11.64%

EAST MATERIAL TAKEOFFS

BRICK	0 SF	0.00%
STUCCO	634 SF	43.13%
METAL SIDING	743 SF	50.54%
METAL COMPONENTS	93 SF	6.33%

WEST MATERIAL TAKEOFFS

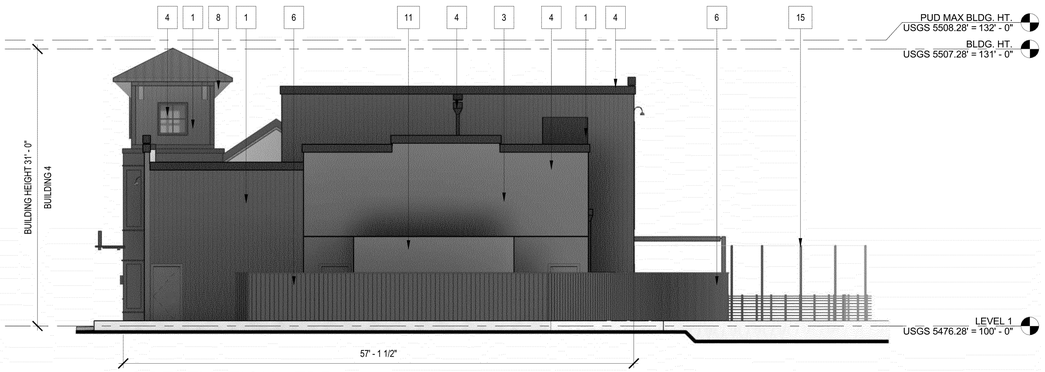
BRICK	315 SF	25.69%
STUCCO	275 SF	22.43%
METAL SIDING	396 SF	32.30%
METAL COMPONENTS	240 SF	19.58%

SOUTH MATERIAL TAKEOFFS

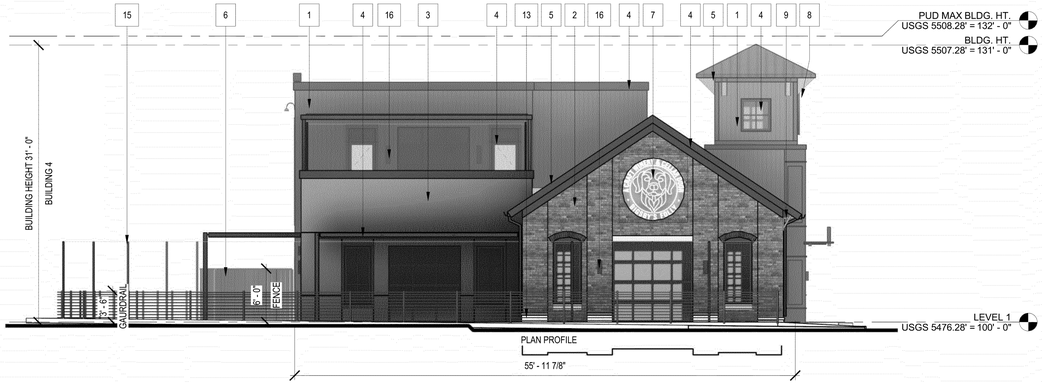
BRICK	474 SF	27.05%
STUCCO	723 SF	41.27%
METAL SIDING	448 SF	25.57%
METAL COMPONENTS	107 SF	6.11%



4 NORTH ELEVATION - FDP
1/8" = 1'-0"



3 EAST ELEVATION - FDP
1/8" = 1'-0"



2 WEST ELEVATION - FDP
1/8" = 1'-0"



1 SOUTH ELEVATION - FDP
1/8" = 1'-0"

ELEVATION LEGEND

- PAINTED NICKEL GAP 1X10 POLY ASH VERTICAL SIDING (DARK GREY)
- MESQUITE BRICK (RED)
- OLD PARCHMENT BRICK (TAN)
- COLORADO BUFF SANDSTONE (TAN)
- STUCCO COLOR (DARK GREY)
- BERRIDGE METAL TRIM (MATTE BLACK)

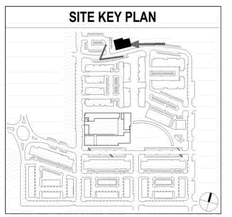
ELEVATION NOTES

1. ALL CONDENSERS WILL BE ROOF MOUNTED, AS ALLOWED BY CODE, AND WILL BE SCREENED FROM VIEW BY OFFSETS FROM BUILDING WALL PLANES AND PARAPET HEIGHTS.
2. REFER TO CIVIL FOR ACTUAL FINISH FLOOR ELEV'S.
3. LOCATIONS OF VENTS AND LIGHTS SUBJECT TO CHANGE BASED ON FURTHER DESIGN DEVELOPMENT AND COORDINATION.
4. REFER TO FINISH MATERIAL LEGEND AND MATERIAL BOARDS FOR KEYNOTE MATERIAL COLOR.
5. FUTURE COMMERCIAL RETAIL SIGNAGE IS PERMISSIBLE THROUGH INDIVIDUAL SIGN PERMITS (WHICH REQUIRE STAFF REVIEW) PROVIDED THAT SIGNS COMPLY WITH SIGNAGE REQUIREMENTS OUTLINED IN THE "DESIGN GUIDELINES"

KEYNOTE LEGEND

1. PAINTED NICKEL GAP 1X10 POLY ASH VERTICAL SIDING (DARK GREY)
2. MESQUITE BRICK (RED) (RUNNING BOND)
3. STUCCO COLOR (DARK GREY)
4. TRIM COLOR (BLACK)
5. METAL ROOF COLOR (BLACK)
6. COMPOSITE FENCING (BROWN)
7. SIGNAGE BY OTHERS
8. BRACKET DETAIL 1
9. BRACKET DETAIL 2
10. TBD: PAINTED DOG SIGN (12')
11. PAINTED WALK-IN COOLER
12. MURAL WITH ARTISTIC BRANDING. BIGSBY'S WILL ENGAGE WITH CULTURAL ARTS & PUBLIC SPACES COMMITTEE (CAPS) TO ENSURE FINAL DESIGN REPRESENTS THE INTEGRITY OF THE DOWNTOWN SUPERIOR AESTHETICS.
13. COLORADO BUFF SANDSTONE
14. OLD PARCHMENT BRICK (TAN) (SOLDIER COURSE)
15. MARKET LIGHTING & POLES
16. WALL SCONE TYP.
17. MESQUITE BRICK (RED) (SOLDIER BOND)

SITE KEY PLAN



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BIGSBY'S FOLLY

SUPERIOR TOWN CENTER
SUPERIOR, COLORADO
FDP ADMENDMENT - MAJOR

2240 CREEK VIEW WAY

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2024.04.01

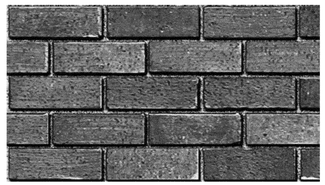
SHEET No.

A1.34

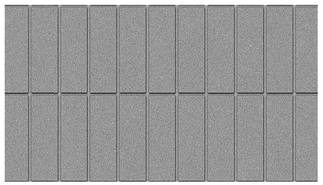
LOT 2 - BLOCK 4 - ELEVATIONS



PAINTED NICKEL GAP 1X10
POLY ASH VERTICAL SIDING
(DARK GREY)



MESQUITE BRICK
(RED)



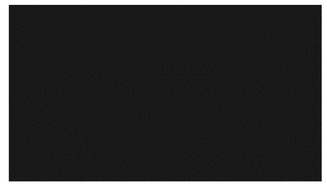
OLD PARCHMENT BRICK
(TAN)



COLORADO BUFF SANDSTONE
(TAN)



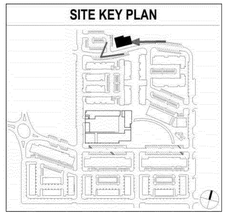
STUCCO COLOR
(DARK GREY)



TRIM COLOR
(BLACK)



SITE KEY PLAN



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SUPERIOR, COLORADO
FDP ADMENDMENT - MAJOR

2240 CREEK VIEW WAY

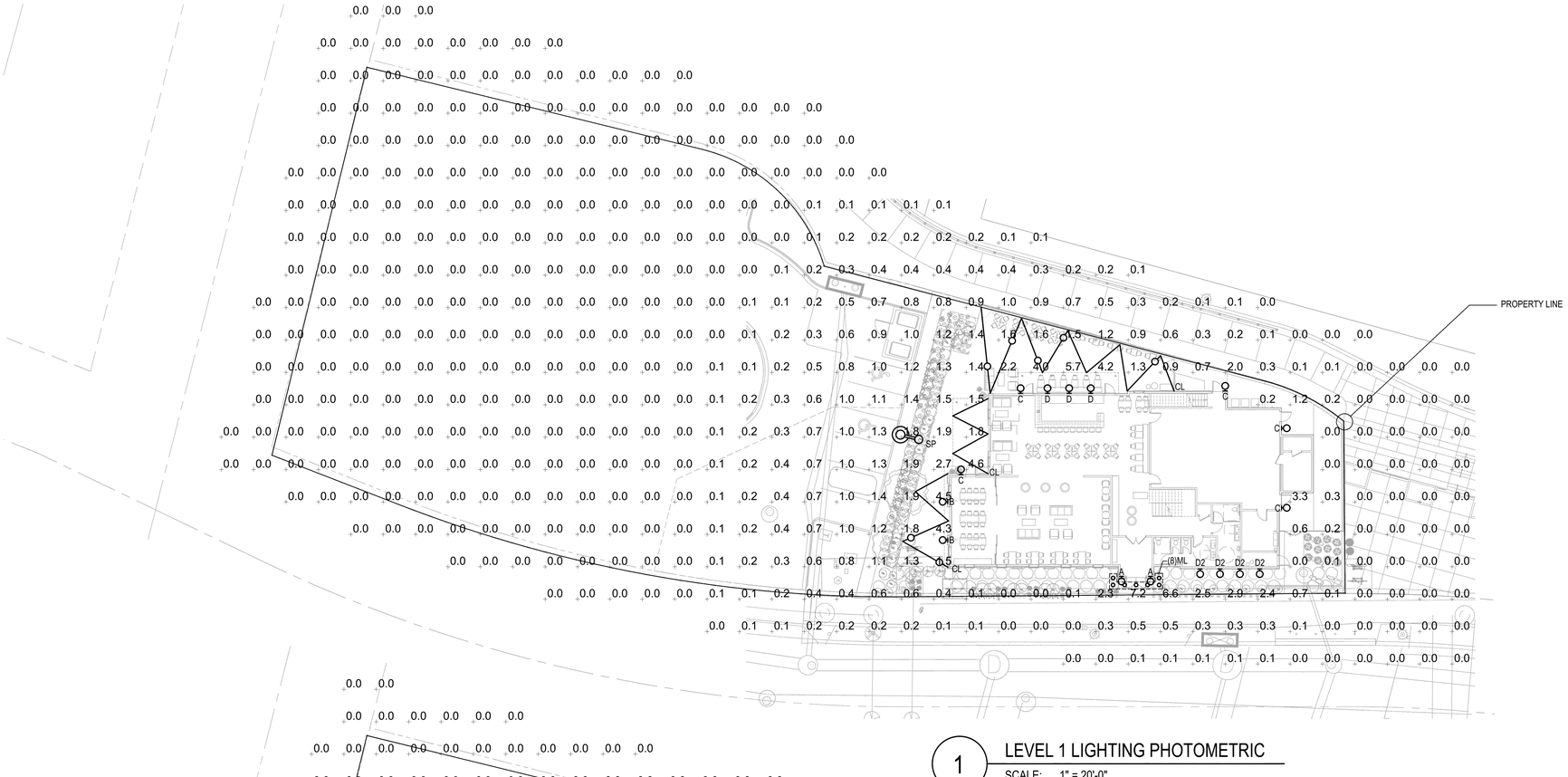
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FDP ADMENDMENT
2024.04.01

SHEET No.

A1.35

MATERIAL BOARD - RESTAURANT - LOT 2 - BLOCK 4



1 LEVEL 1 LIGHTING PHOTOMETRIC
SCALE: 1" = 20'-0"

2 LEVEL 2 LIGHTING PHOTOMETRIC
SCALE: 1" = 20'-0"

PHOTOMETRY PLAN GENERAL NOTES:

1. VALUES SHOWN ARE MAINTAINED HORIZONTAL ILLUMINANCE VALUES MEASURED AT GRADE.
2. SITE LIGHTING DESIGN HAS BEEN COMPLETED TO PRODUCE EVEN ILLUMINATION OF PARKING AND PAVED AREAS.
3. ALL LIGHT FIXTURES SHALL BE FULLY SHIELDED AND DIRECT LIGHT DOWNWARDS.
4. THERE WILL BE NO OFF-SITE GLARE ALLOWED.
5. ALL EXTERIOR LIGHTING TO BE PHOTOCELL CONTROLLED. PROVIDE IECC COMPLIANT CONTROLS AND VERIFY ALL CONTROLS WITH OWNERSHIP PRIOR TO PURCHASE AND INSTALL.

SITE LIGHTING DESIGN HAS BEEN COMPLETED TO CONFORM TO CITY OF SUPERIOR EXTERIOR LIGHTING STANDARDS

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SUPERIOR, COLORADO
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FDP ADMENDMENT
2024.04.01

SHEET No.

LP1

SITE LIGHTING PHOTOMETRIC

SPS-0543 REV B

FIRE CHIEF INTEGRATED LED SIGN LIGHT

JOB NAME: _____ FIXTURE TYPE: D/D2

BLE - G - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____

A B C D E F G

_____ - _____ - _____ - _____ - _____

H I J K

Order Example: BLE - G - ASFC12 - 200 - G22 - 200 - SWK - WC - 200 - NA - LED27 - 3500K - DL

A - SHADE SIZE

FIRE CHIEF:

ASFC10	10" Shade
ASFC12	12" Shade
ASFC14	14" Shade

B - SHADE FINISH

PORCELAIN FINISHES[1]:

150	Black
250	White
350	Vintage Green
355	Jadite
455	Cherry Red
550	Yellow
650	Bronze
750	Cobalt Blue
765	Delphite Blue
850	Graphite
950	Metallic Chrome

POWDER COAT FINISHES[2]:

100	Black
105	Textured Black
200	White
300	Dark Green
307	Emerald Green
311	Jadite
370	Mint
380	Chartreuse
390	Teal
400	Barn Red
420	Orange
470	Watermelon
480	Blush Pink
490	Magenta
495	Sherbet Orange
500	Buttery Yellow
570	Sunflower
600	Bronze

B - SHADE FINISH (CONTINUED)

NATURAL METALS[3]:

997	Raw Brass
998	Weathered Brass
999	Oil-Rubbed Copper

C - GOOSENECK ARMS

GOOSENECK OPTIONS:

G1[4]	G16[4]
G2[4]	G17
G5[4]	G22
G6	G24
G7	G25
G8	G26[4]
G9	G32
G10	G34[4]
G11[4]	G35[4]
G12[4]	G36[4]
G13	G64[4]
G14	G65[4]
G15	

D - GOOSENECK ARM FINISH

Please Note: See ***Section B*** *for all applicable Gooseneck Arm Finish Options. Gooseneck Arms are also available in 980-Brushed Aluminum.*
(1) If Porcelain Finish selected, Gooseneck Arm will be Powder Coat Painted to Match.

980	Brushed Aluminum[4]

E - SWIVEL KNUCKLE

NA	None/Not Applicable
SWK	Swivel Knuckle[4]

F - SHADE ACCESSORY

NA	None
WC	Wire Cage[4]

G - SHADE ACCESSORY FINISH

Please Note: See ***Section B*** *for all applicable Accessory Finish Options.*
(1) Wire Cage not available in Natural Metals.
(2) If Porcelain Finish is selected, accessory will be powder coat painted-to-match.
(3) If no accessory selected in Section F, select NA.

NA	Not Applicable

H - MOUNTING ACCESSORY

Please Note: Mounting Accessories below are only applicable with select Mounting Styles. Please refer to product listings on our website for further detail.

NA	None/Not Applicable
DD	Dusk-to-Dawn Photocell
LDBPC	LED Decorative Backing Plate Cover
LDCHX	LED Decorative Backing Plate Cover & Hex Cover

I - LIGHT SOURCE

LED18	650 Lumen, 11W LED
LED16	1250 Lumen, 16W LED
LED27	2000 Lumen, 27W LED

J - COLOR TEMPERATURE

2700K	2700K Warm White
3000K	3000K Neutral White
3500K	3500K Bright White
4000K	4000K Cool White

K - LED LENS

DL	Domed Lens

E

Product Specifications

Product Information

Brand: Troy Lighting
Brand Category: Outdoor Wall Sconce
Brand Product Description: Calla 1 Light Large Exterior Wall Sconce - Textured Black
Designer: Troy-Standard
Shipping Method: Ground
SKU: B1252-TBK
UPC: 782042413931

Electrical and Operational Information

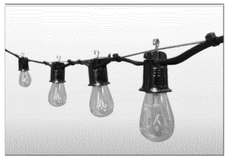
Color Rendering Index: 90
Color Temperature: 3000K
Dimmable: Yes
Lamping Category: LED
Lamping Features: Fixture LED Life Expectancy: 50000
Lamping Included: Bulbs Not Included
Lamping Type: LED
Lead Wire Length: 7.00
Lumens: 800
Primary Number of Bulbs: 1
Socket: Integrated LED
Total Number of Bulbs: 1
Voltage: 120
Wattage Maxx: 11.00



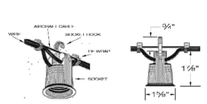
PRIMUS
Shining Brighter, Together!

LED – DECOSTRING SERIES

SUSPENDED DECORATIVE STRINGLIGHT SYSTEMS



PROJECT:
TYPE: CL



SOCKET, WIRE & CABLE DETAILS

Decostrings are a perfect accent lighting solution to add a personal ambience to patios, courtyards, atriums, restaurants, amusement parks and any open areas. The "festoon" lighting system is typically strung between two anchorage points with optional intermediary support and electrically fed from one end. The sockets can be either symmetrically spaced or randomly spaced to suit the application. Optional shades, guards and lenses complete the architectural design.

SPECIFICATIONS

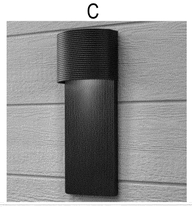
LAMPHOLDER	Black phenolic, medium base UL weatherproof with hook for optional mounting.
POWER CORD	12/2 G. Black flexible duplex cable, UV rated for extended outdoor use.
SUPPORT CABLE	3/32" SS aircraft catenary cable supports the system, 980# test. Heavier cable available.
TERMINATION KITS	Heavy duty stainless steel hardware available.
LAMPS	Wet location rated LED and incandescent medium base A, G or S style lamps.
DIMMING	Dimmable to 10% with ELV trailing edge type dimmers.
VOLTAGE	120V system (1920 watts max load). No driver or transformer required.
ACCESSORIES	Optional brass, aluminum and acrylic shades. Consult factory for custom shades.
PHOTOMETRY	Bare lamp and shielded "BUG" rated .IES files available.
CERTIFICATION	ETL listed for permanent damp or wet installations: E201431 MADE IN THE USA

PART NUMBER

SERIES	SPACING	VOLTS	LAMP	SHADE-FINISH	TERMINATION KIT	LENGTH
DSD DAMP DSW WET	12 12'O/C 18 18'O/C 24 24'O/C 36 36'O/C 48 48'O/C (OTHERS, SPECIFY)	120 120V	SPECIFY FROM LAMP PAGE 3	OPTIONAL SPECIFY FROM PAGE 4 & 5 OR LEAVE BLANK	OPTIONAL STK STANDARD TERMINATION KIT LTK LIGHTWEIGHT TERMINATION KIT TBK TURNBUCKLE KIT (BLE, FOG, B)	SPECIFY

3570 LEXINGTON AVE. EL MONTE, CA 91731 • PH. 626.442.4600 • primuslighting.com
PG 2 10-10 05/01

C



Description

The modern design features a rigid frame that provides a sense of movement through parallel and perpendicular ribbing. The textured surface casts light indirectly to create a soft glow. This fixture is wet-rated and dark-sky compliant.

Specifications

Actual Size: 11"Hx6.75"Wx3.50"D
Backplate Canopy Size: 11"Hx6.25"W Rectangular
Bulb Base: Twist and Lock



BIGSBY'S





1 SIGNS

SCALE: NTS

A/B



DESIGN CHAT | VIEW IN YOUR ROOM

Product Details

Dark Sky | LED

Specifications

Product Attributes

Finish	Black
Style	Contemporary
Brand	Hinkley

Technical Specifications

Height	22.00 inches
Width	4.00 inches
Weight	5.00 pounds
Max Wattage	36 watts

LUMINAIRE SCHEDULE

Symbol	Label	General Description	Mounting Height	Color	Catalog Number	Lamp	LLF	Watts	SHIELDING
	A	WALL SCONCE ENTRIES	5'-0" AFG	BLACK	HINKLEY MIST 22"	LED	1.00	7W MAX	FULL CUTOFF
	B	WALL SCONCE ENTRIES	6'-0" AFG	BLACK	HINKLEY MIST 22"	LED	1.00	7W MAX	FULL CUTOFF
	C	WALL SCONCE ENTRIES	6'-0" AFG	BLACK	SHADES OF LIGHT OL22034 BK	LED	1.00	8W MAX	FULL CUTOFF
	CL	CATENARY LIGHT COURTYARD	SUSPENDED 9'-0" AFF	N/A	PRIMUS DSW-36-120-STK-G16.5F-27/325-DSC7	LED	1.00	1.16W/FT	FULL CUTOFF
	D	WALL SCONCE ENTRIES	8'-6" AFG	VERIFY	BARN LIGHT ELECTRIC CO. ASFC10-X-LED16-3000K-DL	LED	1.00	16W	FULL CUTOFF
	D2	WALL SCONCE SIGN	13'-0" AFG	VERIFY	BARN LIGHT ELECTRIC CO. ASFC10-X-LED16-3000K-DL	LED	1.00	16W	FULL CUTOFF
	E	WALL SCONCE ENTRIES	6'-0" AFG	BLACK	TROY LIGHTING B1252-TBK	LED	1.00	11W	FULL CUTOFF
	F	STEP LIGHT PATIO	1'-6" AFG	BRONZE	HARDY ISLAND 16804MZ-LL	LED	1.00	1.5W	FULLY SHIELDED WITH FROSTED LENS
	ML	MARQUEE LIGHTS OVERHANGS	8'-10" AFG	N/A	TIVOLI LS SERIES	LED	1.00	2W/FT	SHIELDED
	SD	DOWNLIGHT OVERHANGS	9'-0" AFG	N/A	HALO PR6-FS12-D010	LED	1.00	14W	FULL CUTOFF
	SP	SITE POLE PARKING	20'-0" AFG	BLACK	INVUE ECM-E02-LED-E1-T3-SR-SN-BK-7030-VA6154	LED	1.00	52W	FULL CUTOFF

COBURN ARCHITECTURE
2718 Pine Street #100
Boulder, Colorado
p: 303-442-3351

xan
xancreative.com
807 E. 22nd Ave
Denver, Colorado
p: 303-296-4584

OUTSIDE LA
Boulder / Steamboat, Colorado
p: 303-517-9256

The Sanitas Group
901 Front Street, Suite 350
Louisville, Colorado
p: 720-346-1656

SL
63 Sunset Dr,
Bailey, Colorado
p: 303-242-1572

BIGSBY'S FOLLY

SUPERIOR TOWN CENTER
SUPERIOR, COLORADO
FDP ADMENDMENT - MAJOR
2240 CREEK VIEW WAY

Disclaimer: The buildings illustrated in this submittal are representative of the size, massing, architectural character and detailing. Repeat building types, if any, may have their own unique detailing, coloring, and final configuration but will be consistent with the quality of buildings shown in this package. Window locations illustrated on the floor plans are approximate. Final window locations subject to revision dependent upon site specific conditions. See site plan for lot specific building orientation. Lot specific metrics are included on the civil site plan.

FDP ADMENDMENT
2024.04.01

SHEET No.
LP2
LIGHTING DETAILS

Invue

Catalog #		Type	SP
Project		Date	
Comments			
Prepared by			

DESCRIPTION

The EPIC Collection delivers custom luminaire flexibility with high quality, yet availability expectations of standard specification grade product. The EPIC Collection can be dressed to suit any application. Recognizing evolving environmental and legislative trends, the EPIC Collection delivers world class LED optical and performance solutions to the decorative luminaire marketplace.

SPECIFICATION FEATURES

Construction
TOP: Cast aluminum top housing attaches to cast aluminum mounting arm hub with four stainless steel fasteners. One-piece silicone gasket between mounting hub and top casting seals out moisture and contaminants. (See the mounting accessories section for a full selection of mounting arms. (Only these arms are compatible with the Epic luminaire). MIDSECTION: Continuous silicone gasket seal lens to top casting and shade. The mid section features cast aluminum construction and stainless steel assembly. SHADES: Heavy gauge precision spun aluminum shades offer superior surface finish and consistency in form. DOORFRAME: Die-cast aluminum 1/8" thick door and doorframe seal to underside of shade with a thick wall continuous silicone gasket. Mounting hub ships attached to mounting arm.

Optics
Choice of twelve patented, high-efficiency AccuLED Optic™ technology manufactured from injection-molded acrylic. Optics are precisely designed to shape the optics, maximizing efficiency and application spacing. AccuLED Optic technology, creates consistent distributions with the scalability to meet customized application requirements. Offered Standard in 4000K (+/- 275K) CCT and nominal 70 CRI. Optional 3000K CCT and 5000K CC. For the ultimate level of spill light control, an optional house-side shield accessory can be field or factory installed. The house-side shield is designed to seamlessly integrate with the SL2, SL3 or SL4 optics.

Electrical
LED drivers mount to die-cast aluminum back housing for optimal heat sinking, operation efficacy, and prolonged life. Standard drivers feature electronic universal voltage (120-277V 50/60Hz), 347V 60Hz or 480V 60Hz operation, greater than 0.9 power factor, less that 20% harmonic distortion, and is suitable for operation in -40°C to 40°C ambient environments. All fixtures are shipped standard with 10kV/10kA common – and differential – mode surge protection. LightBAR® feature end IP66 enclosure rating and maintain greater than 95% lumen maintenance at 60,000 hours per IESNA TM-21. Occupancy sensor and dimming options available.

Finish
Housing is finished in five-stage super TGIC polyester powder coat paint, 2.5 mil nominal thickness for superior protection against fade and wear. LightBAR™ cover plates are standard white and may be specified to match finish of luminaire housing. Standard colors include black, bronze, grey, white, dark platinum and graphite metallic. RAL and custom color matches available. Consult Outdoor Architectural Colors brochure for a complete selection.

Warranty
Five-year warranty.





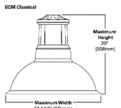
ECM/EMM
EPIC MEDIUM LED

1 - 4 LightBARs
Solid State LED

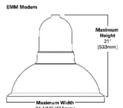
DECORATIVE AREA LUMINAIRE

DIMENSIONS

ECM Classical



EMM Modern



See configurations for more detailed information.

CERTIFICATION DATA
UL/cUL Listed
IP66 LightBARs
LM79 / LM80 Compliant
3G Vibration Tested
ISO 9001

ENERGY DATA
Electronic LED Driver
>0.9 Power Factor
<20% Total Harmonic Distortion
120-277V 50/60Hz, 347V/60Hz, 480V/60Hz
-40°C Minimum Temperature
40°C Ambient Temperature Rating

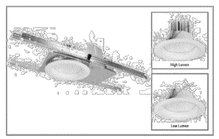
EPA
Effective Projected Area: (Sq. Ft.) 0.84

SHIPPING DATA
Approximate Net Weight:
46 lbs. (20 kgs.)

EATON
Powering Business Worldwide

T06000389EN
January 4, 2019 8:54 AM

Project		Catalog #	Type SD
Prepared by		Notes	Date



HALO Commercial

PR6 | PR6M

6-inch LED self-flanged, lensed downlight and wall wash

Typical Applications
Office • Healthcare • Hospitality • Institutional

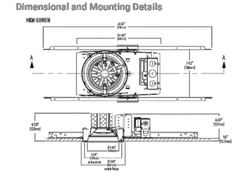
Interactive Menu
- Order Information page 2
- Product Specifications page 3
- Photometric Data page 4
- Energy & Performance Data page 5
- Connected Systems page 7
- Product Warranty

Product Certification

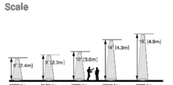
Product Features

Top Product Features
- Selectable lumens 1000/1500/2000 and 2000/3000/4000
- SelecCTable color temperature 3000K/3500K/4000K
- Available in 80 CRI or 90 CRI
- Medium/Wide beam distribution lens
- Wall wash accessory kit

Dimensional and Mounting Details



Scale



Nominal values for 15'-20' floor/ceiling at nadir

Additional product drawings

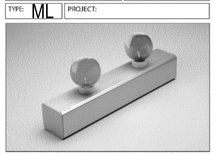
COOPER Lighting Solutions

PSS1700/EN1 page 1
Apr 6, 2017 4:09 PM

LS SERIES | Architectural Channel

tivoli

CAT: FEET:
TYPE: ML PROJECT:



Litesphere series (LS) architectural channel is a low voltage version of the classic medium based (MB) architectural channel. We incorporate low voltage T3/4 wedge based LED lamps which produce from 2 to 180 lumens per foot of decorative illumination. Enclosing the LED lamps is a protective clear, frosted and colored polycarbonate G16.5 comparable globe. Litesphere sockets are installed into high grade aluminum extruded channel, providing a lightweight rigidity and a solid connection to your structure.

Features
- Surface-mounted linear strip fixture
- Your choice of 10V LS, HO, or VHO lamps (included)
- Heavy-gauge extruded aluminum
- Available in 6', 12', 18' and 24' OC standard spacing
- Wiring and components are concealed
- Anti-corrosion coated (Custom Finished on Request)
- Available in Satin Aluminum, Powder Coated White or Black
- Custom radial bends
- 2 ½" x 2 ½" Standard Profile extrusion available
- Optional chase wiring is available
- Maximum length of single fixture up to 12'
- Configurable for freight optimization
- Pre-wired for quick and easy installation
- Knock-out holes for screws are provided every 24"
- ¾" diameter knockouts on mounting side (contact optional end cap knockouts)

Mounting
Knock-out holes for screws are provided every 24" along mounting face of channel. Globes are made of shatterproof polycarbonate and fitted with (1) foam washer for a weatherproof seal.

Applications
Ideal for indoor and outdoor applications. May not be suitable for high salt air environments (consult factory).

Warranty
3 years

Technical Information

VHO				
*Lamp Spacing	6"OC	12"OC	18"OC	24"OC
Lumens/ft	180	91	60	45
Watts/ft	1.92	0.96	0.64	0.48
Max Run Lengths	32'	45'	55'	60'
Lumen/watt	94			

HO				
*Lamp Spacing	6"OC	12"OC	18"OC	24"OC
Lumens/ft	24	13	10	7
Watts/ft	0.46	0.23	0.15	0.12
Max Run Lengths	60'	90'	110'	130'
Lumen/watt	46			

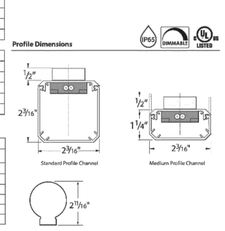
STANDARD				
Lamp Spacing*	6"OC	12"OC	18"OC	24"OC
Lumens/ft	11	6	4	3
Watts/ft	0.17	0.09	0.06	0.04
Max Run Lengths	100'	150'	180'	200'
Lumen/watt	40			

*Custom lamp spacing available (consult factory)
Based on 3000K with clear globe

CRI	>80/TY793
Kelvin Temp	1900K, 2700K, 3000K, 3500K, 4000K, 5000K (+/- 300) 2500K, Amber
Rated life	70,000 hr.
Order Increments	1'(12" max)
Operating Voltage	12V DC
Power supply	Class 2
Dimmable	Yes
Finishes**	Satin Aluminum, Black or White Powder Coated

**Custom paint or anodizing available (consult factory)

Profile Dimensions



Tivoli, LLC. reserves the right to modify this specification without prior notice.
Copyright © 2021 Tivoli ELVS 2023
Page 1 of 5
www.tivolilighting.com tel: 714-857-6555 fax: 714-437-3958

HARDY ISLAND

F

HARDY ISLAND DECK LIGHT
16804MZ-LL
12V ROUND LOUVERED DECK SCONCE



DETAILS	
FINISH:	Matte Bronze
MATERIAL:	Cast Brass
GLASS:	Frosted
DIMMABLE:	YES, WITH MLV ON TRANSFORMER PRIMARY

DIMENSIONS	
WIDTH:	3.5"
HEIGHT:	3.5"
WEIGHT:	1lb
EXTENSION:	2"

LIGHT SOURCE	
LIGHT SOURCE:	Socketed
LED NAME:	6073-27LED-1.5
VOLTAGE:	12v
VOLT AMPS:	1.8
COLOR TEMP:	2700
LUMENS:	150
CRI:	90
INCANDESCENT EQUIVALENCY:	1 x 25w
DIMMABLE:	YES, WITH MLV ON TRANSFORMER PRIMARY
TRANSFORMER REQUIRED:	Yes

MOUNTING	
LEAD WIRE:	1 X 18"

SHIPPING	
CARTON LENGTH:	3
CARTON WIDTH:	3
CARTON HEIGHT:	5
CARTON WEIGHT:	1.5

PRODUCT DETAILS:

- Suitable for use in wet (outdoor direct rain) locations as defined by NEC and CEC. Meets United States UL Underwriters Laboratories & CSA Canadian Standards Association Product Safety Standards
- ADA compliant
- A wiring kit is supplied
- For more information on how to control your landscape lighting via the Hinkley Home Automation App, click here.
- Hardy Island Series products carry a lifetime limited warranty
- LED Bulbs carry a 3-year limited warranty
- The Hardy Island Collection, named for the ruggedly beautiful island off the coast of British Columbia, defies the harshest environments in style with landscape lighting that features fully enclosed bulbs and a rich weathered brass finish that will mature naturally over time.
- Classic lines and heritage details complement traditional architecture

HINKLEY

HINKLEY
33000 Pin Oak Parkway
Avon Lake, OH 44012

PHONE: (440) 653-5500
Toll Free: 1 (800) 446-5539

hinkley.com

February 16th, 2024

Town of Superior
Planning Staff
124 E. Coal Creek Drive
Superior, CO 80027

Re: Block 4 – FDP Amendment

Staff:

As current landowner of the Block 4 property in Downtown Superior, this letter represents Carmel Partner's approval of Bigsby Folly's FDP Amendment drawings dated 2/14/2024 and FDP Amendment narrative dated 2/15/2024.

Carmel Partners has submitted and made payment for the related minor subdivision / replat application that will be part of the Bigsby Folly FDP Amendment approval. We have instructed Bigsby Folly to include the hearing notice for the minor subdivison / replat application in the relevant site signage and mailer notifications, as required by Town of Superior code.

Sincerely,



Jeff Panek
SVP Development
Carmel Partners

SUPERIOR TOWN CENTER FILING 1B REPLAT NO. 7

A RESUBDIVISION OF LOT 1, BLOCK 4, SUPERIOR TOWN CENTER FILING 1B REPLAT NO. 6,
LOCATED IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 1 SOUTH,
RANGE 69 WEST OF THE 6TH P.M.,
TOWN OF SUPERIOR, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 2

Certificate of Ownership

KNOW ALL MEN BY THESE PRESENTS THAT CP VII SUPERIOR, LLC BEING THE OWNER(S) OF CERTAIN LAND IN BOULDER COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

LOT 1, BLOCK 4, SUPERIOR TOWN CENTER FILING 1B REPLAT NO. 6, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 14, 2020, UNDER RECEPTION NO. 03766227 OF THE RECORDS OF BOULDER COUNTY, LOCATED IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF SUPERIOR, COUNTY OF BOULDER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING A LINE BETWEEN A FOUND 2.5" ALUMINUM ROCK CAP STAMPED "T1S N1/16 R70W S24 R69W S19 PLS 29761" IN CONCRETE AT THE NORTH SIXTEENTH CORNER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M. AND A FOUND 2.5" ALUMINUM CAP STAMPED "MELVIN SURVEYING PLS 22576" ON #5 REBAR AT THE SOUTH SIXTEENTH CORNER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M. TO BEAR SOUTH 00°42'37" EAST, A DISTANCE OF 2,635.65 FEET, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTH SIXTEENTH CORNER OF SECTION 19; THENCE SOUTH 81°17'07" EAST, A DISTANCE OF 868.42 FEET TO THE NORTHWESTERLY CORNER OF LOT 1, BLOCK 4, SUPERIOR TOWN CENTER FILING 1B REPLAT NO. 6 AND THE POINT OF BEGINNING;
THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT 1 THE FOLLOWING FOUR (4) COURSES:
1) NORTH 74°56'24" EAST, A DISTANCE OF 106.42 FEET TO A POINT OF CURVATURE;
2) THENCE 54.73 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 52.40 FEET, AN INCLUDED ANGLE OF 59°50'26" AND SUBTENDED BY A CHORD BEARING SOUTH 75°08'23" EAST, A DISTANCE OF 52.27 FEET;
3) THENCE NORTH 75°47'22" EAST, A DISTANCE OF 140.63 FEET TO A POINT OF CURVATURE;
4) THENCE 27.51 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 63.91 FEET, AN INCLUDED ANGLE OF 24°40'02" AND SUBTENDED BY A CHORD BEARING NORTH 88°07'23" EAST, A DISTANCE OF 27.30 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 1;
THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT 1, SOUTH 29°17'00" EAST, A DISTANCE OF 53.12 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF CREEK VIEW WAY;
THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:
1) SOUTH 60°43'00" WEST, A DISTANCE OF 136.40 FEET TO A POINT OF CURVATURE;
2) THENCE 159.67 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 421.50 FEET, AN INCLUDED ANGLE OF 21°42'16" AND SUBTENDED BY A CHORD BEARING SOUTH 71°34'08" WEST, A DISTANCE OF 158.72 FEET;
3) THENCE SOUTH 82°25'16" WEST, A DISTANCE OF 41.67 FEET TO THE SOUTHERLY MOST CORNER OF SAID LOT 1, ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MARSHALL ROAD;
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 15°03'36" WEST, A DISTANCE OF 123.30 FEET TO THE POINT OF BEGINNING;

SAID PARCEL IN TOTAL CONTAINS 33,486 SQ. FT. OR 0.77 ACRES, MORE OR LESS.

HAVE BY THESE PRESENTS LAID OUT, PLOTTED AND SUBDIVIDED THE SAME INTO LOTS, AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF SUPERIOR TOWN CENTER FILING 1B REPLAT NO. 7.

CP VII SUPERIOR, LLC

EXECUTED THIS _____ DAY OF _____, 20__.

BY: _____

NAME: _____ TITLE: _____

Notarial Certificate

STATE OF _____)
)SS.
COUNTY OF _____)

FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 20__, BY _____

MY COMMISSION EXPIRES _____

_____ _____ (SEAL)
NOTARY PUBLIC



Vicinity Map
NOT TO SCALE

Notes

1. LAND TITLE GUARANTEE COMPANY FOR OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY ORDER NUMBER ABZ70821628-4, DATED DECEMBER 28, 2023 AT 5:00 P.M., WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT.
2. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
3. THIS SURVEY IS VALID ONLY IF PRINT HAS SEAL AND SIGNATURE OF SURVEYOR.
4. BASIS OF BEARINGS: AN ASSUMED BEARING OF S00°42'37"E ALONG A LINE BETWEEN A FOUND 2.5" ALUMINUM ROCK CAP STAMPED "T1S N1/16 R70W S24 R69W S19 PLS 29761" IN CONCRETE AT THE NORTH SIXTEENTH CORNER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M. AND A FOUND 2.5" ALUMINUM CAP STAMPED "MELVIN SURVEYING PLS 22576" ON #5 REBAR AT THE SOUTH SIXTEENTH CORNER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M. AS SHOWN HEREON. ALL BEARINGS SHOWN HEREON ARE RELATIVE THERETO.
5. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE C.R.S. SEC 18-4-508. WHOEVER WILLFULLY DESTROYS, DEFACES, CHANGES, OR REMOVES TO ANOTHER PLACE ANY SECTION CORNER, QUARTER-SECTION CORNER, OR MEANDER POST, ON ANY GOVERNMENT LINE OF SURVEY, OR WILLFULLY CUTS DOWN ANY WITNESS TREE OR ANY TREE BLAZED TO MARK THE LINE OF A GOVERNMENT SURVEY, OR WILLFULLY DEFACES, CHANGES, OR REMOVES ANY MONUMENT OR BENCH MARK OF ANY GOVERNMENT SURVEY, SHALL BE FINED UNDER THIS TITLE OR IMPRISONED NOT MORE THAN SIX MONTHS, OR BOTH. 18 U.S.C. § 1858.
6. THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.
7. DATE OF FIELDWORK: JANUARY 29, 2024
8. THE INTENT OF THIS PLAT IS TO DIVIDE LOT 1, BLOCK 4, SUPERIOR TOWN CENTER FILING NO. 1B REPLAT NO. 6 INTO TWO INDIVIDUAL LOTS AND TO DEDICATE THE UTILITY EASEMENT SHOWN HEREON.

Owner's Estoppel Certificate

WE, CP VII SUPERIOR, LLC, THE OWNER(S) OF THE PROPERTY INCLUDED IN THE SUBDIVISION, CERTIFY THAT THIS FINAL PLAT AND SUBDIVISION IMPROVEMENT AGREEMENT TO BE EXECUTED IN CONNECTION HEREWITH IF REQUIRED, EMBODY THE ENTIRE AGREEMENT BETWEEN THE OWNER OF SAID PROPERTY AND THE TOWN WITH REGARD TO THE SUBDIVISION OF SAID PROPERTY, AND THAT THE OWNER IS NOT RELYING UPON ANY OTHER REPRESENTATIONS, WARRANTIES, UNDERSTANDINGS OR AGREEMENTS IN CONNECTION WITH ANY MATTER ENCOMPASSED BY THIS PLAT OR THE SUBDIVISION IMPROVEMENT AGREEMENT IF REQUIRED, EXCEPT AS SET FORTH HEREIN OR IN SAID SUBDIVISION IMPROVEMENT AGREEMENT.

EXECUTED THIS _____ DATE OF _____, 20__.

OWNERS: _____

Manager's Certificate

APPROVED BY THE MANAGER OF THE TOWN OF SUPERIOR, STATE OF COLORADO.

WITNESS MY HAND THE CORPORATE SEAL OF THE TOWN OF SUPERIOR THIS _____ DATE OF _____, 20__.

ATTEST: _____
MANAGER

Town Clerk Certificate

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS APPROVED BY THE TOWN MANAGER ON THIS _____ DAY OF _____, 202_, AND WAS FILED IN MY OFFICE ON THE _____ DAY OF _____, 202_, AT _____ O'CLOCK _M,

_____
TOWN CLERK

Recordation Certificate

STATE OF COLORADO)
)SS.
COUNTY OF BOULDER)

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF BOULDER COUNTY AT _____ _.M., ON THE _____ DAY OF _____ 20__, IN BOOK _____, PAGE _____, MAP _____, RECEPTION NO. _____, FEES $ _____,

COUNTY CLERK AND RECORDER CLERK AND RECORDER

BY: _____ BY: _____
DEPUTY

Surveyor's Statement

I, JOSHUA BREEDLOVE, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THE SURVEY REPRESENTED BY THIS DRAWING WAS MADE UNDER MY SUPERVISION AND THE MONUMENTS SHOWN HEREON ACTUALLY EXIST, THAT THIS DRAWING ACCURATELY REPRESENTS SAID SURVEY, AND THAT SAID SURVEY IS IN COMPLIANCE WITH THE REQUIREMENTS OF TITLE 38, ARTICLE 51, C.R.S., AS AMENDED AND THE TOWN OF SUPERIOR MUNICIPAL CODE.

JOSHUA BREEDLOVE COLORADO P.L.S. #38174
VICE PRESIDENT, FLATIRONS, INC.

DRAFT
WORKING COPY ONLY
ONLY FINAL VERSION
WILL HAVE STAMP AND SIGNATURE

REVISION	DATE
1 REVISION PER TOWN COMMENTS	03/14/2024 JS
2	
3	
4	
5	
6	
7	
8	

SUPERIOR TOWN CENTER FILING 1B
REPLAT NO. 7

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Flatirons, Inc.
Land Surveying Services
www.FlatironsInc.com
3825 IRIS AVE, SUITE 395
BOULDER, CO 80301
(303) 443-7001
655 FOURTH AVE
LONGMONT, CO 80501
(303) 776-1733
7000 N. BROADWAY, SUITE 209
DENVER, CO 80221
(303) 936-6997

(SEAL)

JOB NUMBER:	24-79,985
DATE:	01-31-2024
DRAWN BY:	J. STEPHENSON
CHECKED BY:	JMB/JK/ML

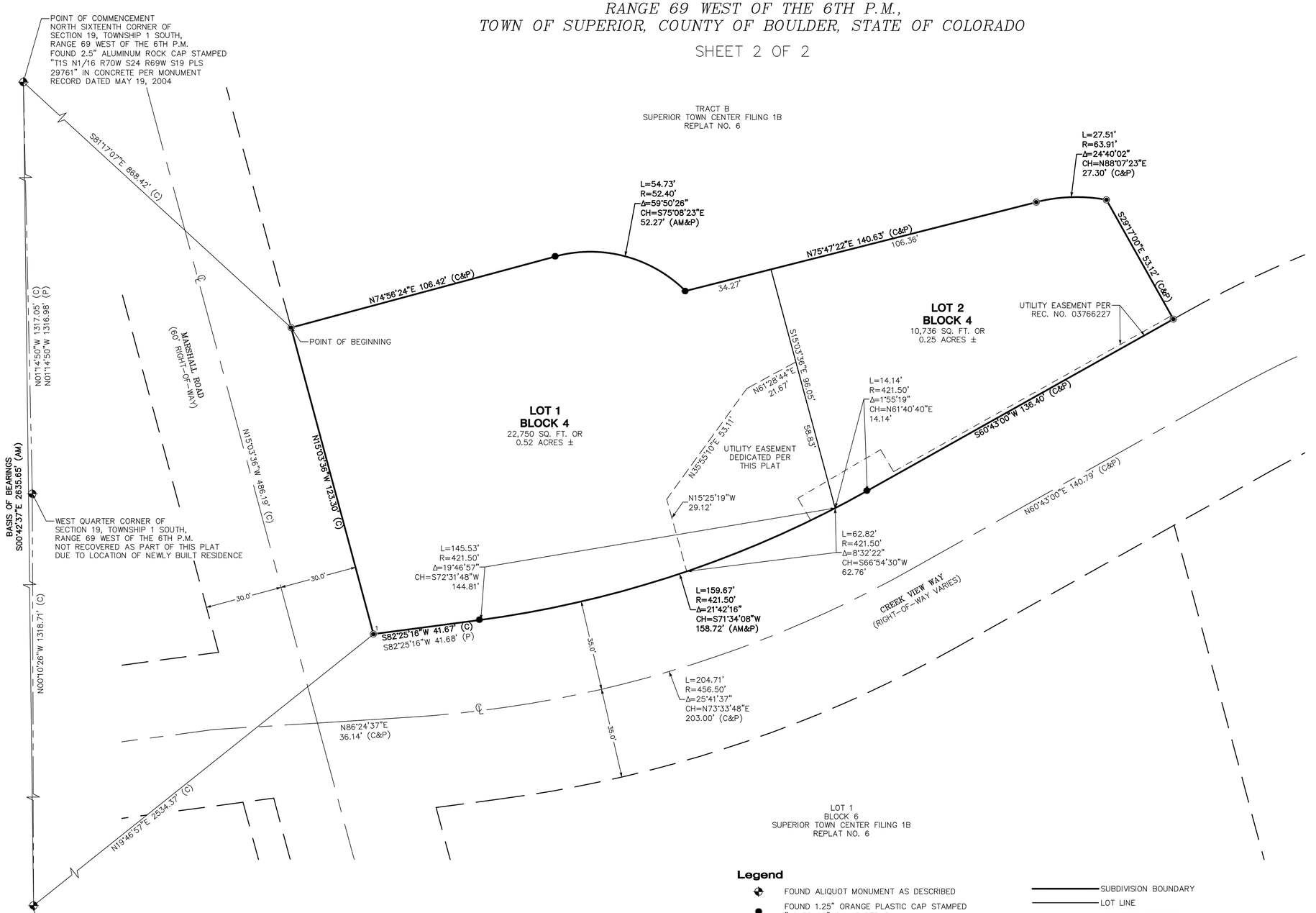
SHEET 1 OF 2

BY:STEPHENSON FILE:7938S-SUB PLAT-C2.DWG DATE:3/14/2024 8:15 AM

SUPERIOR TOWN CENTER FILING 1B REPLAT NO. 7

A RESUBDIVISION OF LOT 1, BLOCK 4, SUPERIOR TOWN CENTER FILING 1B REPLAT NO. 6,
LOCATED IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 1 SOUTH,
RANGE 69 WEST OF THE 6TH P.M.,
TOWN OF SUPERIOR, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 2 OF 2



Boundary Closure Report

COURSE: N15°03'36"W LENGTH: 123.30'
COURSE: N74°56'24"E LENGTH: 106.42'
LENGTH: 54.73' RADIUS: 52.40'
DELTA: 059°50'26" TANGENT: 30.16'
CHORD: 52.27' COURSE: S75°08'23"E
COURSE: N75°47'22"E LENGTH: 140.63'
LENGTH: 27.51' RADIUS: 63.91'
DELTA: 024°40'02" TANGENT: 13.97'
CHORD: 27.30' COURSE: N88°07'23"E
COURSE: S29°17'00"E LENGTH: 53.12'
COURSE: S60°43'00"W LENGTH: 136.40'
LENGTH: 159.67' RADIUS: 421.50'
DELTA: 021°42'16" TANGENT: 80.80'
CHORD: 158.72' COURSE: S71°34'08"W
COURSE: S82°25'16"W LENGTH: 41.67'

AREA: 33,486 SQ. FT.
ERROR CLOSURE: 0.01 COURSE: N82°14'06"W
ERROR NORTH: 0.001 EAST: -0.010

PRECISION 1: 83983

Legend

- FOUND ALIQUOT MONUMENT AS DESCRIBED
- FOUND 1.25" ORANGE PLASTIC CAP STAMPED "LS 38495" ON #5 REBAR
- SET 18" #5 REBAR WITH 1 1/2" ALUMINUM CAP "FLATIRONS SURV 38174"
- SET 1" BRASS TAG "LS 38174"
- (AM) AS MEASURED AT TIME OF SURVEY
- (C) CALCULATED FROM RECORD AND AS MEASURED INFORMATION
- (P) AS PER THE PLAT OF SUPERIOR TOWN CENTER FILING 1B REPLAT NO. 6
- ℄ CENTERLINE

- SUBDIVISION BOUNDARY
- LOT LINE
- ADJACENT PROPERTY LINE
- RIGHT-OF-WAY CENTERLINE
- NEW EASEMENT LINE
- EXISTING EASEMENT LINE

GRAPHIC SCALE

20 0 10 20 40
(IN FEET)
1 inch = 20 ft.

DRAFT
WORKING COPY ONLY
ONLY FINAL VERSION
WILL HAVE STAMP AND SIGNATURE

REVISION	DATE
1 REVISION PER TOWN COMMENTS	03/14/2024 JS
2	
3	
4	
5	
6	
7	
8	

SUPERIOR TOWN CENTER FILING 1B
REPLAT NO. 7

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Land Surveying Services
www.FlatironsInc.com
3825 IRIS AVE, SUITE 395 BOULDER, CO 80301 (303) 443-7001
655 FOURTH AVE, LONGMONT, CO 80501 (303) 776-1733
7000 N. BROADWAY, SUITE 209 DENVER, CO 80221 (303) 936-6997

(SEAL)

JOB NUMBER:	24-79,985
DATE:	01-31-2024
DRAWN BY:	J. STEPHENSON
CHECKED BY:	JMB/JK/ML

SHEET 2 OF 2

BY:STEPHENSON FILE:79985-SUB PLAT-C2I.DWG DATE:3/14/2024 8:16 AM

TOWN OF SUPERIOR
PLANNING COMMISSION
RESOLUTION NO. PC-3
SERIES 2024

A RESOLUTION OF THE PLANNING COMMISSION OF THE TOWN OF SUPERIOR RECOMMENDING APPROVAL OF FINAL DEVELOPMENT PLAN AMENDMENT #2 FOR FINAL DEVELOPMENT PLAN 9 OF DOWNTOWN SUPERIOR CASE NO. FDPA-2024-02

WHEREAS, Bigsby's Folly Craft Winery and Restaurant (the "Applicant") wishes to develop certain property within the Town, legally described in **Exhibit A**, attached hereto and incorporated herein by this reference, and generally described as Block 4, Lot 2 within Downtown Superior (the "Property");

WHEREAS, the Applicant has filed an application for a final development plan amendment (the "FDP Amendment") to update the building square footage and signage of the Property (the "Application");

WHEREAS, Section 16-10-50 of the Code requires that all changes in use not considered minor, any rearrangement in lots or changes in the provision of open space be considered by the Planning Commission as a new plan under Section 16-10-40 of the Code;

WHEREAS, Section 16-10-40 of the Code requires a public hearing and recommendation by the Planning Commission on the FDP Amendment;

WHEREAS, the specific approval criteria for the FDP Amendment are set forth in Section 16-10-40(b) of the Code; and

WHEREAS, on April 9, 2024, the Planning Commission held a properly-noticed public hearing on the Application.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE TOWN OF SUPERIOR, COLORADO, as follows:

Section 1. The Planning Commission hereby finds that FDP Amendment #2 satisfies the applicable approval criteria in the Code, and recommends that the Board of Trustees approve the FDP Amendment and all materials included in the Application in the form submitted by the Applicant, subject to the following conditions:

a. Prior to executing and recording final mylars, the Applicant shall make minor technical and redline corrections to plans as identified by the Town staff.

Section 2. This Resolution is hereby adopted by a majority of those Planning Commissioners present to hear the matter according to the following numbers of votes:

6 "yes" votes

_____ "no" votes

ADOPTED this 9th day of April, 2024.

David J. Harper
David Harper, Chair

ATTEST:

Lydia Yecke
Lydia Yecke, Town Clerk

Exhibit A
Legal Description

LOT 2, BLOCK 4 SUPERIOR TOWN CENTER FILING 1B NO. 7, TOWN OF SUPERIOR, COUNTY OF BOULDER, STATE OF COLORADO

ITEM NO. 7

INFORMATION FOR MEETING
OF THE SUPERIOR BOARD OF TRUSTEES

ITEM NAME: **Superior Plaza Suite 200 Improvements**

MEETING DATE: **April 22, 2024**

PRESENTED BY: **Brannon Richards, Public Works & Utilities Director**

PRESENTED FOR: **Action**

BACKGROUND:
The Town has experienced growth in programs, services and staffing over the past two years. This growth can be attributed to the build-out of downtown, re-building and disaster recovery due to the Marshall Fire, new community space, and a response to expressed need for additional Town services.

In an effort to accommodate space for these additional employees, the Town is now renting 2 suites at Superior Plaza in addition to the Public Works office in the Marketplace. Several staff are working in open offices without any privacy – Superior Plaza, Community Center, and PW Office at Marketplace. This makes having phone calls and virtual meetings very cumbersome. Staff has identified three projects to address current office space needs.

An additional benefit of the consolidation and renovation of these office spaces is an increased level of customer service. Currently, public seeking staff support have to visit up to three different office locations depending on their needs. For example, citizens with rebuild questions may have to visit Town Hall, Superior Plaza (planning and building permits), and the Marketplace (public works, utilities, grading). This creates frustration and inefficiencies for the citizens of Superior.

OFFICE RENOVATION PROJECTS:
To address the office space issues referenced above the Town has worked with a local architect to design an office space renovation project for Superior Plaza Suite 200 which is outlined below and plans are attached to this memo. The final plans were bid out to 5 local general contractors. Two contractors declined to bid on the project but the Town received bid pricing from 3

contractors. Following the receipt of bids the Town negotiated with the low bidder to reduce the scope and further reduce the project cost. The bids received including the negotiated bid pricing are included in below.

Office Space	PG Arnold	Delta Design	Milo Construction	PG Arnold Revised
Superior Plaza Ste 200	$257,835.89	$302,224.21	$276,286.00	$209,213.99

Suite 200 Office Expansion:
This renovation would add 7 new offices at Superior Plaza Suite 200. These 7 offices would house 5 public works employees currently located at the Market Place, the Planning and Building Technician, and the SAFEBuilt permit technician. In addition, the space would include up to 5 cubicles to house staff and SAFEBuilt inspectors as needed.

This project would eliminate the need for the Marketplace office space, reducing annual rent by approximately $21,000 and opening up that space for other outside uses.

This project would allow the entire public works team to be housed in a single office space as currently staff is split between the Market Place (5 staff members) and Superior Plaza (1 staff member). It would also improve coordination and communication between different departments by locating the Public Works staff in the same space as Planning and Building, Communications, Economic Development, and the PROS Director.

Funding in the amount of $150,000 is available in the 2024 Public Works Office Renovation CIP budget. The current cost estimate of $209,214 does not include office furniture which staff estimates to be an additional $15,000. Staff anticipates an annual savings of approximately $21,000 from reduction of rent at the Marketplace. Staff also discussed funding of this office renovation with SAFEBuilt and the building owner (Heyman Properties). SAFEBuilt has verbally indicated they could contribute up to 5-10% of the project cost. Heyman Properties indicated they would contribute $5/sq ft for each year the lease is extended under the same terms. For suite 200, this equates to $20,000 for each year of lease extension, as the space is approximately 4,000 sq ft. The current lease has 2 years remaining and includes a provision for a $0.50 / sq ft increase per year. Staff is recommending a 3-year lease extension which would equate to $60,000 being contributed to this project.

In addition, a 3-year lease extension would provide a 5-year lease for suite 200 and suite 220 and would give the Town ample time to finalize any plans or improvements for future building needs.

BUDGET IMPACT:
Cost to complete Suite 200 improvements is $209,213.99, plus an additional $15,000 estimated for furniture.

Additional funding to complete the project from other sources:

- SAFE Built – Suite 200 - $15,000

- Heyman Properties – Suite 200 - $60,000 (assuming a 3-year lease extension)

Summary of the cost and funding available to complete this project:

Office Space	Renovation Costs	Additional Costs	Budget Available	Additional Funding Available**	Funding Deficit
Superior Plaza Ste 200	$209,213.99	$15,000*	$150,000	$75,000	($786.01)

* Furniture costs
** Funding from non-Town sources – Heyman Properties and SAFEBuilt.

RECOMMENDED ACTION: Staff recommends approval of the contract with PG Arnold Construction, L.L.C. for the Superior Plaza Suite 200 Improvements in the amount of $209,213.99, as well as approval to extend the Superior Plaza Suite 200 and Suite 220 lease for an additional 3 years with the same terms and conditions.

MOTION:
Move to adopt a Resolution approving a Contract with PG Arnold Construction, L.L.C. for the Superior Plaza Suite 200 Improvements in the amount of $209,213.99.

ATTACHEMENTS
- Resolution
- Contract
- Office Layout
- Project Schedule

TOWN OF SUPERIOR
RESOLUTION NO. R-19
SERIES 2024

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR APPROVING AN AGREEMENT WITH PG ARNOLD CONSTRUCTION, L.L.C., FOR THE SUPERIOR PLAZA SUITE 200 RENOVATION PROJECT

WHEREAS, the Town desires to consolidate office space, improving internal and external communication and coordination; and

WHEREAS, the Board of Trustees finds it is in the best interest of the Town to contract with PG Arnold Construction, L.L.C., to complete the office renovations.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR, COLORADO, as follows:

Section 1. The Agreement between the Town of Superior and PG Arnold Construction, L.L.C., for the Superior Plaza Suite 200 Renovation Project is hereby approved in substantially the same form as attached hereto, subject to final approval by the Town Attorney.

ADOPTED this 22 day of April, 2024.

_____
Mark Lacis, Mayor

ATTEST:

_____
Lydia Yecke, Town Clerk

CONSTRUCTION CONTRACT (SHORT FORM)

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered into this _____ day of _____, 2024 (the "Effective Date"), by and between the Town of Superior, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, CO 80027 (the "Town"), and PG Arnold Construction, L.L.C., an independent contractor with a principal place of business at 3109 28th Street, Boulder, CO 80301("Contractor") (each a "Party" and collectively the "Parties").

For the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF WORK

Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Work set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. No change to the Scope of Work, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the Town.

II. TERM AND TERMINATION

A. Contractor shall complete the Scope of Work on or before July 31, 2024.

B. This Contract shall terminate when all the work described in the Scope of Work is completed to the Town's satisfaction (final acceptance), or upon the Town's providing Contractor with 30 days advance written notice, whichever occurs first; provided that the indemnification and warranty provisions of this Contract shall survive termination.

III. COMPENSATION

Upon final acceptance by the Town of the work set forth in the Scope of Work, the Town shall pay Contractor an amount not to exceed $209,213.99 (the "Contract Price"), subject to the requirements of C.R.S. § 38-26-107. The Town shall pay Contractor in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

IV. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Contract, all personnel assigned by Contractor to perform work under the terms of this Contract shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

V. RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing. The services performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by others in the same or similar type of work, and in compliance with applicable laws, ordinances, rules and regulations. The Town's review,

approval or acceptance of, or payment for any work shall not be construed as a waiver of any rights under this Contract or any cause of action arising out of the performance of this Contract.

B. Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

VI. OWNERSHIP

Any materials, items, and work specified in the Scope of Work, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Work constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims, damages, losses, expenses or demands at the sole expense of Contractor, or at the option of the Town, Contractor agrees to pay the Town or reimburse the Town for defense costs incurred by the Town in connection with any such liability, claims, damages, losses, expenses or demands. Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent. This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent. Contractor's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to defend, indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. KEEP JOBS IN COLORADO ACT

Pursuant to the Keep Jobs in Colorado Act, C.R.S. § 8-17-101, *et seq.* (the "Act"), and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules"), Contractor shall employ Colorado labor to perform at least 80% of the work and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section, "Colorado labor" means a person who is a resident of the state of Colorado at the time

of this Contract, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a *bona fide* qualification. A resident of the state is a person with a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last 30 days. Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed $500,000 in the aggregate for any fiscal year.

X. WARRANTY

Contractor shall warrant and guarantee all materials furnished and work performed by Contractor under this Contract for a period of two (2) years from the date of final acceptance by the Town. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Town, any portion of the work or materials that fails or is defective, unsound, unsatisfactory because of materials or workmanship, or that is not in conformity with the provisions of the Contract. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

XI. MISCELLANEOUS

A. *Governing Law and Venue*. This Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

B. *Integration*. This Contract and any attached exhibits constitute the entire agreement between Contractor and the Town, superseding all prior oral or written communications.

C. *Third Parties*. There are no intended third-party beneficiaries to this Contract.

D. *Notice*. Any notice under this Contract shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address included on the first page of this Contract.

E. *Severability*. If any provision of this Contract is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

F. *Modification*. This Contract may only be modified upon written agreement of the Parties.

G. *Assignment*. Neither this Contract nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

H. *Governmental Immunity*. The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

I. *Rights and Remedies*. Delays in enforcement or the waiver of any one or more defaults or breaches of this Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Contract. The rights and remedies of the Town under this Contract are in addition to any other rights and remedies provided by law. The expiration of this Contract shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

J. *Subject to Annual Appropriation*. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the Effective Date.

TOWN OF SUPERIOR, COLORADO

_____
Mark Lacis, Mayor

ATTEST:

_____
Lydia Yecke, Town Clerk

PG ARNOLD CONSTRUCTION, L.L.C.

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2024, by _____ as _____ of _____.

My commission expires:

(S E A L)

_____
Notary Public

EXHIBIT A
SCOPE OF WORK

Complete office renovations at Superior Plaza Suite 200 as identified in the attached drawings and scope of work included below. All work shall be completed in accordance with Town specifications and standards.

Project Budget **$209,213.99**

We appreciate the opportunity to work with you on this project and look forward to hearing back from you. Feel free to contact us with any questions.

Proposal Cost Breakdown

Division Code	Description	Total	Notes
01 General Requirements			
01	Project Management	12,600.00	Project Documentation & Contracting, material procurement, QA/QC, etc.
01	Temporary Construction	2,950.00	Temporary construction protection and barriers. Protect existing carpet.
01	Dumpster/Material Haul Away	1,050.00	Dumpster, material haul off, and disposal fees.
01	Temporary Toilet	792.00	Temporary toilet.
Division Code	Description	Total	Notes
01	Final Cleaning	425.00	Final cleaning of jobsite.
01	Small Tools And Supplies	200.00	Small tools and consumables as needed.
01	Superintendent	23,560.00	On site supervision, QA/QC, material deliveries, schedule completion and inspections, etc.
01 - General Requirements Total			**$41,577.00**
02 Existing Conditions			
02	Selective Building Demolition - VE	3,900.00	Demolition per drawings and conference room ACT and grid.
02 - Existing Conditions Total			**$3,900.00**
08 Openings			
08	Doors And Frames - VE	20,900.00	Supply and install of (10) Wood Doors with hardware (keying excluded).
08	Glazing - VE	7,872.00	(7) New glazing to be 1/4" with U-Channel and a clear sealant on vertical surfaces (36" x 58").
08 - Openings Total			**$28,772.00**
09 Finishes			
09	Painting	7,180.00	Painting per sheet A1.3.
09	Flooring - VE	5,500.00	Carpeting and Resilient Base in new copy room area and office 212. Rubber Wall base on new walls.
09	Drywall Subcontractor - VE	29,750.00	New gypsum board walls per plans. No copy room wall. (includes minor patching).

Division Code	Description	Total	Notes
09	Acoustical Ceilings Subcontractor - Cost Savings	6,800.00	ACT and Grid per plans. No ceiling in server room.
09 - Finishes Total			**$49,230.00**
21 Fire Suppression			
21	Fire Suppression Subcontractor	11,330.00	Fire Sprinkler Modification for office layout.
21 - Fire Suppression Total			**$11,330.00**
23 Heating, Ventilating and Air-Conditioning (HVAC)			
23	HVAC Subcontractor	11,112.00	Mechanical per mechanical plans only.
23 - Heating, Ventilating and Air-Conditioning (HVAC) Total			**$11,112.00**
26 Electrical			
26	Electrical Budget - VE	34,061.88	Electrical scope per electrical drawings.
26 - Electrical Total			**$34,061.88**
28 Electronic Safety And Security			
28	Fire Detection And Alarm	7,329.00	Alarm system modification based on plans.
28 - Electronic Safety And Security Total			**$7,329.00**
Total			**$187,311.88**

Direct cost

Description	Total
General Liability Insurance	2,809.68
Additional Insurances - Not Included	0.00
Permit Fees - Not Included	0.00
Design and Engineering Fees - Not Included	0.00
Payment & Performance Bond	4,514.22
Sub-Total (Indirect Cost)	**$194,635.77**

Indirect cost

Description	Total
Overhead and Profit	14,578.22
Total Estimate	**$209,213.99**

Inclusions

1. **General Items:**
   - All work to be performed during normal business hours (7 am - 4 pm).
   - PG Arnold will take care to protect or restore existing finishes to condition when project began.
   - We have included insurance and supervision for the project.
   - We exclude builders risk insurance and bonding. These can be provided but will be at additional cost.
   - Due to ongoing impacts due to shortages of material and labor availability, costs are in constant fluctuation. We have based the estimate on current costs/rates. We will do our best to maintain the project budget and schedule and will communicate any issues that arise outside of our control that may cause an adjustment to the contract price or schedule.
   - Proposal good for (15 business days).
2. **Scope of Work:**
   - Per drawings and above line item descriptions.
   - Superintendent and PM rate is based off all three projects going at same time.

- Items included that are not shown on the drawings or differ based on site walk:
    - Demo of conference room ceiling (salvage as much as possible for re-use).
    - Re-use of doors and frames where possible.
        - Doors for conference, office 210 & 206 to be re-used.
    - Front double door to remain with new keypad lockset added.
    - All framing to be metal stud framing.
    - Interior Glass in U-Channel (1/4").
    - All dashed furniture/fixtures to be Owner supplied and installed.
    - CAD files need to be supplied by architect for fire alarm and sprinkler design.
3. **Value Engineered Scopes:**
    - Reduction in demolition.
        - Copy room cabinets and walls to remain.
    - Reduction in drywall & ACT.
        - No walls to new copy room.
        - No new walls or office for 201 & 202.
        - ACT to remain as much as possible in existing conference room.
    - Flooring reduction in scope.
        - Only supply flooring in new copy room area and office 212.
        - Rubber base on all new walls to remain in scope.
    - (7) glass openings approximately 36x72" consisting of one full lite.
    - Doors and frames to be smaller 3-0x7-0 doors with prefinished birch wood and Timely Frames.
    - Electrical VE to be provided after received from supplier.

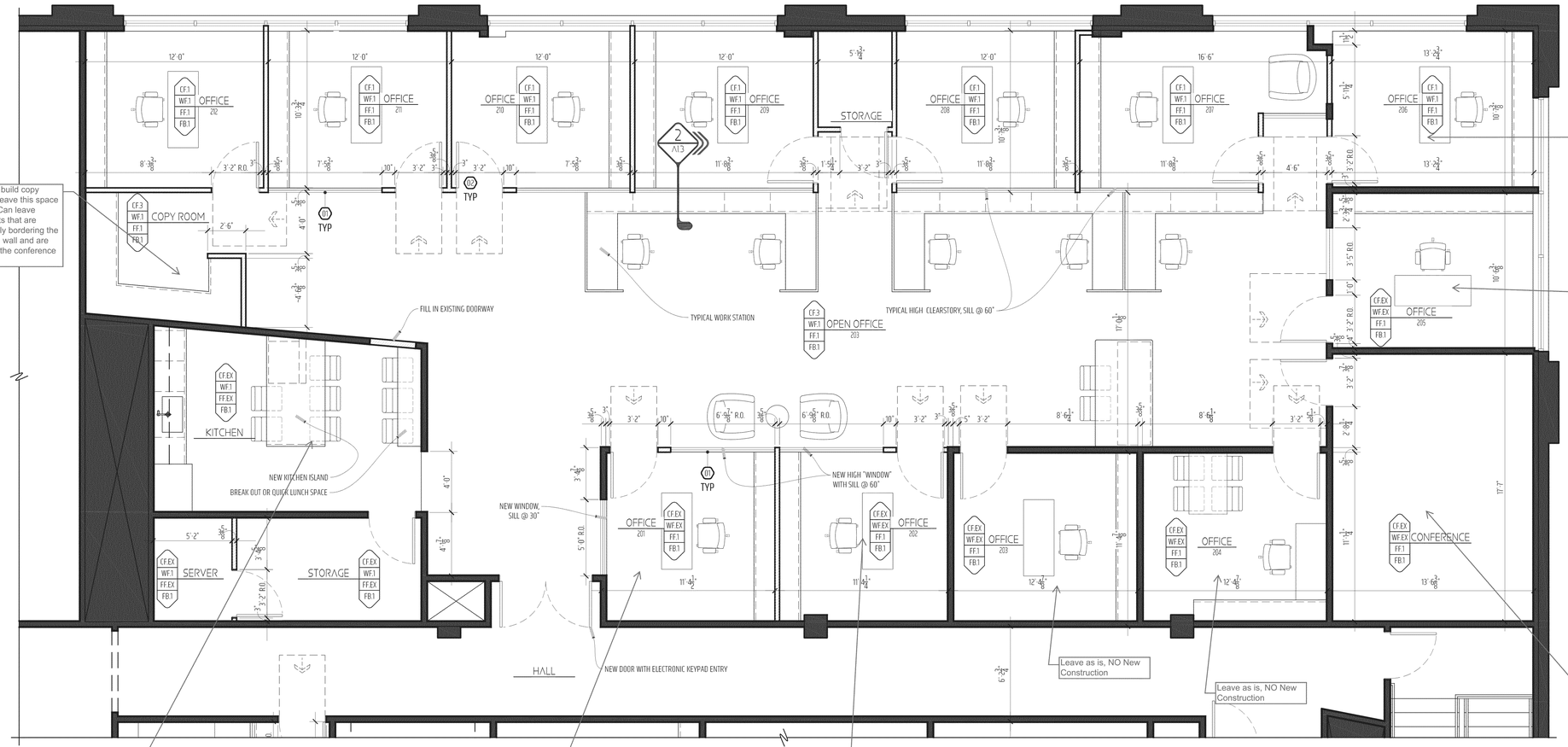
Exclusions

- Anything not explicitly stated above.
- Plumbing.
- Backing & Blocking.
- Low Voltage.
- All millwork/countertops as no clarifications are made on drawings.
- All furniture, desks, kitchen islands and break space furniture.
- Moving and storage of owner equipment, furniture, and supplies.
- Weather delays.
- Overtime and after hour work.
- Architectural & Engineering Design Fees.
- Permitting and Permit Fees.
- MEP Permit Fees.

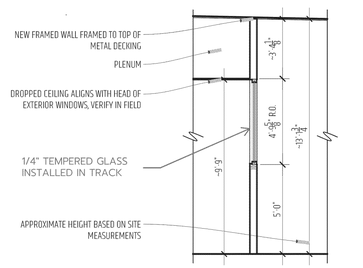
Add Alternates:

1. **After Hours - $34,508.00**
    - Includes work to be complete after working hours and on weekends.
    - Includes more periodic cleaning to allow staff to have clean space during construction.
    - Scope of work to be done during normal hours:
        - Painting.
        - ACT.
        - Rubber base/Flooring.
        - Windows.
2. **Exhaust Fan - $4,649.00**
    - Includes roof penetration.
    - Exhaust Fan supply & install.
    - Wired Thermostat.
3. **High-Low Transfer Grill - $830.00**
    - High-low transfer grill for server room.

SUPERIOR PLAZA SUITE 200 - Office Renovations



1 / A1.3 FRAMING PLAN | SUITE 200
SCALE = 1/4" = 1'-0"



2 / A1.3 WALL SECTION
SCALE: 1/4"=1'-0"

FRAMING PLAN KEYNOTES

1. INSULATED GLASS WINDOW MATCH EXISTING WINDOW DETAILS
2. NEW DOOR, FULL GLASS 3'-0"X6'-8" DOOR LEAF TO MATCH EXISTING DOORS, SET IN BLACK ALUMINUM FRAME. PASSAGE HARDWARE TO MATCH

WALL LEGEND:

- EXISTING WOOD FRAMED WALL
- NEW WOOD FRAMED WALL
- WALL TO DEMO'D
- OVERHEAD - STRUCTURE ABOVE

CEILING FINISH SCHEDULE

SYMBOL	MANUFACTURE / MODEL	DESCRIPTION
CF.1	ARMSTRONG MESA SECOND LOOK II SQUARE LAY-IN PANEL, WHITE	MATCH EXISTING WHEN NEEDED, USE IN ANY NEW ENCLOSED ROOM
CF.2	PAINTED LEVEL 5 G.W.B. BEJAMIN MOORE REGAL SELECT INT PAINT MATTE 548	COLOR TBD
CF.3	UNFINISHED CEILING EXPOSED METAL DECKING	UNFINISHED

WALL FINISH SCHEDULE

SYMBOL	MANUFACTURE / MODEL	DESCRIPTION
WF.1	PAINTED LEVEL 5 G.W.B. BEJAMIN MOORE REGAL SELECT INT PAINT EGGSHELL 549	COLOR TBD

FLOOR FINISH SCHEDULE

SYMBOL	MANUFACTURE / MODEL	DESCRIPTION
FF.1	MILLIKEN CARPET: TECTONIC COLOR: TTC108 FJORD	2'X2' CARPET TILE, $\frac{1}{4}$" THICK. BRICK INSTALL. *SELECTION IS PLACEHOLDER FOR PRICING
FB.1	JOHNSONITE COVE WALL BASE PEWTER 24	RUBBER WALL BASE

ESI
EAST SLOPE INDUSTRIES
ARCHITECTURE + WOODCRAFT
RYAN COSTNER
303.829.2399

PLAZA | 200

SUPERIOR

TOWN OF SUPERIOR | 303-381-2011
100 PLAZA WAY, SUPERIOR, CO 80027

CONSTRUCTION DRAWINGS

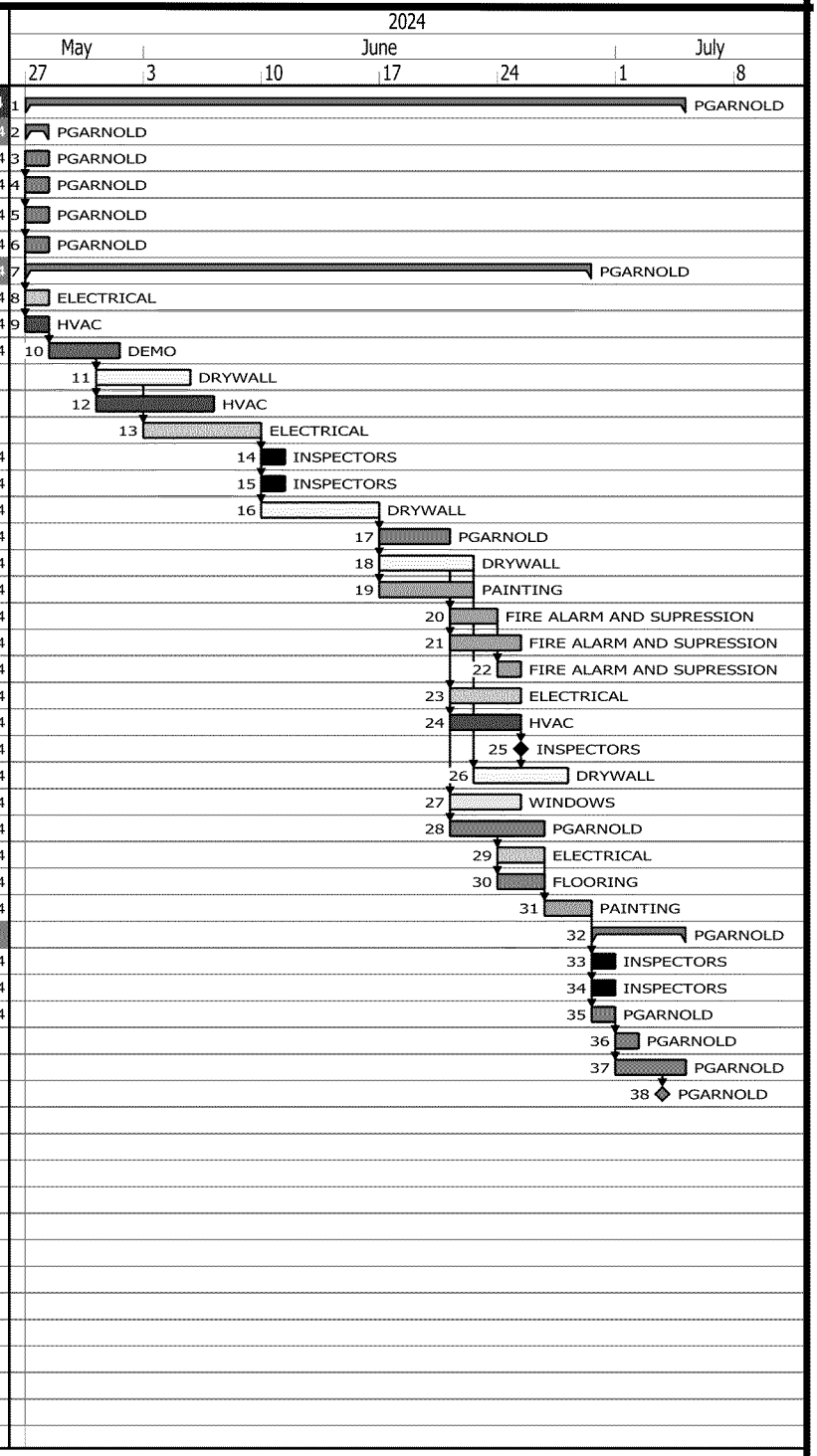
ISSUE 2024.01.05
REVI

FLOOR PLAN

A1.3

SUPERIOR PLAZA 200

Line	Name	Duration	Start	Finish
	SUPERIOR PLAZA 200	**28d**	**5/27/2024**	**7/3/2024**
	MOBILIZATION	**1d**	**5/27/2024**	**5/27/2024**
3	DUMPSTER MOBILIZATION	1d	5/27/2024	5/27/2024
4	PORTA JOHN DROP OPP	1d	5/27/2024	5/27/2024
5	TEMP PROTECTION OF THE MEZANINE SPACE	1d	5/27/2024	5/27/2024
6	TEMP BARRIERS / PROTECTION	1d	5/27/2024	5/27/2024
	CONSTRUCTION	**24d**	**5/27/2024**	**6/27/2024**
8	MEP SAFE OFF	1d	5/27/2024	5/27/2024
9	INSPECT EXISTING HVAC	1d	5/27/2024	5/27/2024
10	DEMOLITION	3d	5/28/2024	5/30/2024
11	FRAME	4d	5/30/2024	6/4/2024
12	ROUGH HVAC	1w	5/30/2024	6/5/2024
13	ROUGH ELECTRICAL	1w	6/3/2024	6/7/2024
14	MEP ROUGH INSPECTIONS	1d	6/10/2024	6/10/2024
15	FRAME INSPECTION	1d	6/10/2024	6/10/2024
16	INSULATION, DRYWALL, FINISH	1w	6/10/2024	6/14/2024
17	DOOR FRAMES	3d	6/17/2024	6/19/2024
18	GRID REPLACEMENT	4d	6/17/2024	6/20/2024
19	PRIME AND PAINT	4d	6/17/2024	6/20/2024
20	FIRE ALARM	2d	6/20/2024	6/21/2024
21	FIRE SUPRESSION MODIFICATIONS	3d	6/20/2024	6/24/2024
22	FIRE ALARM TEST	1d	6/24/2024	6/24/2024
23	DROP LIGHTS	3d	6/20/2024	6/24/2024
24	HVAC DROP	3d	6/20/2024	6/24/2024
25	MEP OVERHEAD ROUGH INSPECTION		6/25/2024	6/25/2024
26	CEILING TILE (start with edges)	4d	6/21/2024	6/26/2024
27	INSTALL WINDOWS	3d	6/20/2024	6/24/2024
28	DOORS AND HARDWARE	4d	6/20/2024	6/25/2024
29	MEP TRIM	2d	6/24/2024	6/25/2024
30	FLOORING IN THE TWO ROOMS	2d	6/24/2024	6/25/2024
31	FINAL PAINT	2d	6/26/2024	6/27/2024
	CLOSEOUT 200	**4d**	**6/28/2024**	**7/3/2024**
33	FINAL MEP INSPECTIONS	1d	6/28/2024	6/28/2024
34	FINAL BUILDING INSPECTIONS	1d	6/28/2024	6/28/2024
35	FINAL CLEAN	1d	6/28/2024	6/28/2024
36	PUNCH	1d	7/1/2024	7/1/2024
37	PUNCH LIST COMPLETION	3d	7/1/2024	7/3/2024
38	OWNER TURNOVER		7/3/2024	7/3/2024



Contractor,Procurement Stages,TRADES

PGARNOLD | ELECTRICAL | HVAC | DEMO | DRYWALL | INSPECTORS | PAINTING | FIRE ALARM AND SUPRESSION | WINDOWS | FLOORING

Milestone Appearances

◇ Start Milestone

Planned by Powerproject

ITEM NO. 8

INFORMATION FOR MEETING
OF THE SUPERIOR BOARD OF TRUSTEES

AGENDA ITEM NAME: **Ordinance –- Amending Animal Protection Ordinances**

MEETING DATE: **April 22, 2024**

PRESENTED BY: **Matt Magley, Town Manager**
Dave Salaman, Sgt. Boulder County Sheriff's Office

PRESENTED FOR: **First Reading**

BACKGROUND:
Animal Protection Ordinances were reviewed by our Animal Protection Supervisor and recommends a few amendments. Boulder County Animal Protection Ordinances similarly went through the same review process. The changes are fairly minor but will assist Animal Protection to serve the community and protect the animals and community members better.

The Town Attorney, Animal Protection Supervisor Boswell and Sgt. Salaman have reviewed the proposed changes to the ordinances and are in favor of the Town adopting the changes.

RECOMMENDED ACTION:
First reading of the ordinance.

MOTION:
Move to approve the first reading an Ordinance of the Board of Trustees of the Town of Superior updating the Town's Animal Protection Regulations.

ATTACHMENTS:
- Ordinance

TOWN OF SUPERIOR
ORDINANCE NO. O-9
SERIES 2024

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR UPDATING THE TOWN'S ANIMAL PROTECTION REGULATIONS

WHEREAS, Chapter 7 of the Superior Municipal Code establishes the Town's animal protection regulations; and

WHEREAS, the Board of Trustees desires to update certain Sections of Chapter 7 with contemporary best practices for animal protection.

NOW BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR, COLORADO, as follows:

Section 1. Section 7-2-10 of the Superior Municipal Code is hereby amended by the addition of the following new definition, to appear in alphabetical order:

Sec. 7-2-10. – Definitions.

For purposes of this Article, the following terms shall have the following meanings:

* * *

Vicious animal means an animal which at any place within the Town injures or causes bodily injury to a person or animal, charges to the end of its lead or leash in an attempt to attack, or otherwise demonstrates vicious propensities; provided, however, that no animal shall be deemed vicious solely by reason of having attacked or bitten:

a. An individual who attacked such animal or who engaged in conduct reasonably calculated to provoke such animal to attack or bite such individual or another individual;

b. An individual engaged in attacking or molesting another individual;

c. An individual engaged in the unlawful entry into or upon the fenced or enclosed portion of a premises upon which such animal is kept, or into or upon any automobile or other vehicle parked or stored in, upon such premises;

d. An animal engaged in the unauthorized entry into or upon the fenced or enclosed portion of the premises upon which the accused animal is kept; or

e. An individual engaged in the unlawful or unauthorized entry into any automobile or other vehicle in which such animal is kept or confined.

Section 2. Section 7-2-20 of the Superior Municipal Code is hereby repealed in its entirety and reenacted as follows:

Sec. 7-2-20. – Tags required.

(a) An identification tag or microchip identifying a dog is required on all dogs. The identification tag or microchip shall contain the name, current address, and current phone number for the dog owner.

(b) The owner of a dog or cat in the Town shall have such animal inoculated against rabies as required by Boulder County. The owner of a dog or cat in the Town shall at all times have proof of a current rabies inoculation, including without limitation a tag firmly affixed to the animal's collar.

Section 3. Section 7-2-30 of the Superior Municipal Code is hereby repealed in its entirety and reenacted as follows:

Sec. 7-2-30. – Public disturbance by animals.

(a) It is unlawful for an individual owning or keeping an animal to fail to prevent such animal from disturbing the peace of any other person by loud, persistent and habitual barking, howling, yelping, mewing or making any other loud, persistent and habitual noise, whether the animal is on or off the owner's premises. *Persistent* in this Section means barking or noise that lasts for twenty (20) or more cumulative minutes in a one (1) hour period.

(b) No individual shall be charged with violating this Section unless a peace officer or code enforcement officer has issued a written warning to such individual within twelve (12) months preceding the first date alleged as a date of violation in the complaint. A warning issued under this Section may be personally delivered to the individual owning or keeping the animal, or sent via United States first-class mail.

(c) No individual shall be convicted of violating this Section unless two (2) or more witnesses testify to the loud, persistent and habitual nature of the noise, or unless there is other evidence corroborating the testimony of a single witness on this element.

(e) Provocation of the animal subject to the complaint is a defense to any complaint brought under this Section.

Section 4. Section 7-2-50(c) of the Superior Municipal Code is hereby amended to read as follows:

Sec. 7-2-50. – Vicious animal.

* * *

(c) It is unlawful for the owner of a vicious animal to fail to prevent such animal from attacking any person or animal or to willfully fail to prevent an animal from attempting to attack.

Section 5. Section 7-2-140(b) of the Superior Municipal Code is hereby repealed in its entirely and the Section renumbered accordingly.

Section 6. A new Section 11-4-40 is hereby added to the Superior Municipal Code to read as follows:

Sec. 11-4-40. – Animals in parks.

(a) An owner of an animal, as defined in Section 7-2-10 of this Code, shall not allow the animal in the following areas in parks or open space lands owned or controlled by the Town:

(1) A lake, fountain, pond or stream;

(2) A sports facility enclosed by a wall or containing an artificial or manicured sports surface, including without limitation tennis courts, basketball courts, pickleball courts, and running tracks; and

(3) Any other area where animals are prohibited by signage.

(b) Violations of this Section shall be subject to the penalties set forth in Section 1-3-20 and Section 7-2-140 of this Code.

Section 7. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one or part or parts be declared unconstitutional or invalid.

Section 8. Safety. This Ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

INTRODUCED, READ, PASSED AND ORDERED PUBLISHED this 22nd day of April, 2024.

_____
Mark Lacis, Mayor

ATTEST:

_____
Lydia Yecke, Town Clerk

TOWN OF SUPERIOR
ORDINANCE NO. O-__
SERIES 2024

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Mark Lacis, Mayor

ATTEST:

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Lydia Yecke, Town Clerk