



Town Council  
Superior Metropolitan District #1  
Meeting Agenda  
Monday, March 9, 2026  
6:00 PM  
Town Hall Council Chambers  
124 E. Coal Creek Drive

The Council meeting will be held in person and online. Members of the public may participate in the meeting in person or [via Zoom](#) or [view the meeting on YouTube](#) (closed captioning available). The recording of the Council meeting will be made available on [YouTube](#) and at [SuperiorColorado.gov](#) after the meeting.

1. Dinner with Rock Creek Ranch Home Owners Association (6:00 p.m.)
2. Preliminary Matters (7:00 p.m.)
  - a. Pledge of Allegiance
  - b. Roll Call
  - c. Approval of Agenda
  - d. Council Reports
  - 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)
3. Advisory Committee Interviews
  - a. Advisory Committee Interviews for ACES and PARC
4. Project Updates
  - a. Indiana Street Construction Project Update
5. Consent Agenda
  - a. Approval of Council Meeting Minutes
  - b. Acceptance of Committee Meeting Notes
  - c. Proclamation - March for Meals
  - d. Consideration of Ordinance Repealing Advisory Committee Term Limits
  - e. A Resolution of the Town Council of the Town of Superior Adopting the Annual Three-Mile Plan for the Town

- f. Resolution - Amending the 2026 Governmental Fee Schedule (Approved October 13, 2025 and Amended December 8, 2025) for New Residential Waste Collection Monthly Rates
  - g. Resolution - Amendment to the Agreement with Republic Services for Residential Waste Collection and Hauling Services
  - h. Consideration of Resolution Authorizing Baron & Budd, P.C., and Cossich, Sumich, Parsiola & Taylor, LLC to Commence PFAS Litigation
  - i. Airport Noise Report - January 2026
6. Regular Agenda
- a. Consideration of Ordinance Regarding Short Term Rentals - Festivals and Events
7. Public Hearing
- a. An Ordinance of the Town Council of the Town of Superior amending Article X of Chapter 16 of the Superior Municipal Code regarding an amendment to Planned Development Plans
8. Adjournment

Public comments regarding general Town Council agenda items that are not a public hearing should be submitted with sufficient time ahead of the meeting to allow an opportunity for Council Members to review.



**Item Number:3.a.**

**Information for Meeting of the Superior Town Council**

**Agenda Item Name:** Advisory Committee Interviews for ACES and PARC

**Meeting Date:** March 9, 2026

**Presented By:** Matt Magley, Town Manager

**Presented For:** Discussion

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**Background:**

Staff has scheduled interviews with the Town Council for candidates interested in consideration for appointment to serve on the Advisory Committee for Environmental Sustainability (ACES) and the Parks and Recreation Advisory Committee (PARC). All Advisory Committee vacancies are advertised through Town media. Each candidate has prepared a brief introduction statement to present to the Council and application materials have been included for review. Listed below are the applicants scheduled to interview with the Council this evening:

Advisory Committee for Environmental Sustainability (ACES) – 3 Vacancies:

- Aditya Banerjee

Parks and Recreation Advisory Committee (PARC) – 4 Vacancies:

- Debra Bowes
- Neha Myer

Note: the advisory committee application was updated February 10, 2026, with the addition of committee-specific questions; some applications may vary.

**Recommendation:**

**Budget Implications:**

None

**Motion:**

**Attachments:**

1. 03.09.2026 AC Interview Packet\_1ACES\_2PARC\_03.09.26\_Redacted
2. Advisory Committee Specific Interview Questions

# Advisory Committee for Environmental Sustainability (ACES)

## Board Details

### [ACES meetings, agendas, notes, and videos](#)

The Advisory Committee for Environmental Sustainability (ACES) works to support environmental sustainability in the Town of Superior by focusing on water and energy efficiency, waste management, and other activities that support resource conservation, improved air and water quality, and climate change mitigation.

ACES was formerly called the Waste Diversion Advisory Committee and was created by the Board of Trustees at their May 14, 2001 meeting to help meet the goal of minimizing waste generated in Superior through recycling, reuse and pollution prevention. In November of 2005, the committee's name changed to the Recycling and Conservation Advisory Committee, and in December of 2017 the name changed again to the Advisory Committee for Environmental Sustainability with expanded scope beyond waste management.

Committee members typically participate in one 2-hour meeting per month and, depending on committee needs, often help an additional 20 hours or so throughout the year, usually at Town events.

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## Overview

**Size** 9 Seats

**Term Length** 3 Years

**Term Limit** 3 Terms

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## Additional

### Meeting Information

Date: Second Thursday of Each Month Time: 5:30 pm - 7:30 pm Location: Superior Community Center  
1500 Coalton Rd Superior, CO 80027 ACES meetings are currently held in person with a concurrent virtual option: <https://bit.ly/3mfasES>

### Contact the Committee Members

[Message ACES](https://us.openforms.com/Form/abc6f7d5-0540-4ba1-9e73-537b0e573848)

### Staff Liaison

Alexis Bullen - Sustainability Manager

### Town Council Liaison and Alternate

Jenn Kaaoush, Neal Shah

### Establishing Resolution

[Change\\_RCAC\\_to\\_ACES.pdf](#)

### Committee Work Plan

[ACES\\_2026\\_Final\\_Workplan.pdf](#)

[ACES\\_2025\\_Final\\_Workplan.pdf](#)

### Additional Documents



# Advisory Committee for Environmental Sustainability (ACES)

## Board Roster

□ **Lisa Barnes**

**Partial Term** Feb 12, 2024 - Jun 30, 2026

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□ **Michelle Gazarik**

**1st Term** Feb 22, 2021 - Jun 30, 2026

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□ **John Heckman**

**1st Term** Apr 28, 2025 - Jun 30, 2028

**Office/Role** Vice Chair

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□ **Miles H Hoffman**

**2nd Term** Feb 22, 2021 - Jun 30, 2028

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□ **Patrick Payne**

**Partial Term** Aug 11, 2025 - Jun 30, 2027

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□ **James Zarske**

**2nd Term** Aug 18, 2018 - Jun 30, 2026

**Office/Role** Chair

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□ **Vacancy**

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□ **Vacancy**

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□ **Vacancy**

# Application Form

## Profile

### General Instructions:

Superior residents interested in serving on a Town of Superior Advisory Committee must complete this application. This form is designed to facilitate the application process for any of the seven committees. Appointments are made by the Superior Town Council and applications are reviewed as vacancies arise. Interviews are required as part of the selection process and scheduled periodically as appointments are typically made quarterly, corresponding with Town Council meetings. You may apply to multiple committees, however, once a vacancy opens, you must choose only one committee to interview for.

### **Applicants must be residents of the Town of Superior, with the exception of the Superior Historical Commission.**

All applicants are asked to attend or virtually view at least one committee meeting to become familiar with the advisory committee’s work plan, requirements, and processes prior to being scheduled for an interview. All Town meetings are open to the public. Committee meetings, agendas, notes, and videos can be found on the [meetings and agendas homepage](#). Please also review the advisory committee handbook to ensure there are no conflicts of interest and you are comfortable with all policies and protocols. All committees and committee members must also comply with the [Town’s Municipal Code](#) and State open government rules.

### **Which committees would you like to apply for? Residents can select multiple committees. Please select a Committee**

Advisory Committee for Environmental Sustainability (ACES): Submitted

Aditya

First Name

S

Middle Initial

Banerjee

Last Name

Question applies to multiple boards

### **Preferred Pronouns (Optional)**

Email Address

Home Address

Suite or Apt

City

State

Postal Code

Primary Phone

Question applies to multiple boards

### **Years of Residence in Superior**

0.25

Question applies to multiple boards

**Employer**

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Lightsource bp

Question applies to multiple boards

**Position / Title**

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Senior Analyst

Question applies to Advisory Committee for Environmental Sustainability (ACES)

**In your opinion, what action would most effectively improve environmental sustainability in Superior?**

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Question applies to Advisory Committee for Environmental Sustainability (ACES)

**What sustainability topics are you most passionate about the Town of Superior pursuing or advancing?**

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Question applies to Advisory Committee for Environmental Sustainability (ACES)

**What are your main interests regarding environmental sustainability (e.g., climate, energy, waste, water, air quality, etc.)?**

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Question applies to multiple boards

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**[Advisory Committee Handbook](#)** for more information and examples of conflicts of interest.

Question applies to multiple boards

**Do you have any potential conflicts of interest that might limit your ability to serve on the committee or participate in certain projects or activities? Please reference the Advisory Committee Handbook link above.**

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Yes  No

Question applies to multiple boards

**If yes, or unsure, please explain:**

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Question applies to Advisory Committee for Environmental Sustainability (ACES)

**Have you attended or viewed an ACES meeting?**

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Yes  No

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**Experience**

Question applies to multiple boards

**Please list your past or current experience in civic or private organizations and/or governmental service experience. If you have not attached your resume (below), please list your professional experience and/or current occupation and responsibilities that may be relevant to your application.**

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I bring more than a decade of experience delivering high-impact programs at the intersection of environmental sustainability, public policy, and clean energy infrastructure delivery across federal, state, and local jurisdictions. I currently work in renewable energy development (focusing on solar and battery projects across the U.S.) and have previously served in senior advisory roles supporting U.S. federal agencies, state energy offices, and international governments as listed below. Relevant professional experience includes:

- Deputy Team Leader (Deloitte Consulting, Government and Public Services practice) on a \$19 million USAID-funded clean energy and climate program based in Kathmandu, Nepal, where I worked with foreign embassies, the U.S. government, and Nepali line ministries, civil society organizations, and the private sector to deliver complex clean energy programs related to renewables infrastructure development, climate resilience, energy efficiency in the agricultural value chain, investment mobilization, electric vehicle charging network development, utility reform, and policy/regulatory reform.
- Sustainable Agriculture Volunteer (U.S. Peace Corps Senegal), where I served in a town of 15,000 people advancing climate resilience, water conservation, natural resource management, forestry, and agricultural development projects at the edge of the Sahara Desert. In this role I used diplomacy and tact to develop grassroots coalitions with the local government, farmers' groups, and civil society organizations in an effort to advance community development projects in a region undergoing intense desertification owing to climate change.
- Senior Analyst (Lightsource bp), where I manage multiple project development teams to identify project risks, develop mitigation plans, and ensure that projects achieve their internal return metrics for investment. I manage financial models, monitor project costs, author investment briefs, and provide go/no go decisions for a \$800+ million pipeline of utility-scale solar and battery projects across the United States, including Colorado.
- Financial Analyst (Deloitte Consulting, Government and Public Services practice) for the Department of Energy, conducting due diligence and making \$500+ million of investment recommendations for advanced energy manufacturing and critical mineral supply chain projects in the United States.
- Energy Advisor (Deloitte Consulting, Government and Public Services practice) for a State Energy Office, advising on low-income program design for a \$160 million Solar for All Environmental Protection Agency grant. In this role, I developed Key Performance Indicators, program governance structures, rebate and incentive designs, program qualification materials, procurement strategy, and provided strategy assistance to key agents within the State Energy Office.
- Teacher (Apollo Junior), where I taught sustainability-related courses in Vietnam. I also promoted inclusion in our classrooms, helping refine our approach to teaching studies with learning disabilities (with an emphasis on adjusting our curriculum and resources for students with autism), making our coursework more effective, supportive, and, frankly, fun for all students.
- Program Associate (Chemonics International), where I managed USAID-funded international development projects valued up to \$32 million, including for programs related to biodiversity and ecosystem services strengthening, clean energy development, low-emissions development, and more. In this role, I was responsible for maintaining compliance with relevant U.S.-government contracting, procurement, and program management guidelines, requiring strict adherence to the use of taxpayer dollars.
- Relevant U.S. government internships during graduate school: Rocky Mountain Institute (RMI), Federal Energy Regulatory Commission, U.S. Agency for International Development's Power Africa program.

Relevant civil society groups:

- Clean Energy Leadership Institute (CELI) Fellow.
- Multiple Clean Energy, Climate, and Sustainability groups and professional networks.

Question applies to multiple boards

**Do you have previous experience serving on a Town Advisory Committee, other Town volunteer projects or volunteering with Town events or programs? Please explain.**

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Question applies to multiple boards

**Please provide any additional comments or information that you feel qualifies you to serve on the advisory committee for which you expressed interest. Please include any additional documents you feel may be relevant.**

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2025 has been a challenging year for those of us with established careers at the intersection of sustainability, public service, and climate. My wife and I had our lives uprooted in 2025, where we were both working on advancing U.S. international assistance programs (me, in sustainability and climate – her, in food security). This fall, our quest to rebuild led us to Superior, which I am proud to call our new home. And while we are now working on new careers in a new place (me, in renewables development, and her in agricultural development in Adams County), my search to find meaningful avenues to bridge my passion for public service with my professional experience addressing climate change has led me to this exciting opportunity to serve Superior. For more than a decade, my professional life has been defined by a deep commitment to improving social outcomes, advancing the public good, promoting inclusivity, and fostering positive transformation. This motivation led me to join the Peace Corps, earn a Master’s in Energy, Resources, and the Environment from Johns Hopkins, pursue the Clean Energy Leadership Institute Fellowship (a prestigious leadership incubator in the clean energy industry), and become a Presidential Management Fellowship finalist. Rooted now in Superior, I see participation on the Advisory Committee for Environmental Sustainability (ACES) as a natural extension of my passions, career, and ambitions to be an agent for social change. Perhaps fortuitously, I note that several chapters from my professional life overlap with the 2025 ACES work plan, including progressing beneficial electrification implementation & decarbonization, waste collection services, resilience and water conservation, and related ‘ongoing efforts. For two years at Deloitte Consulting’s Government and Public Services practice, I served as a Deputy Team Leader on a \$19 million USAID-funded contract based in Kathmandu. In this role, I led a multidisciplinary team responsible for advancing complex clean energy reforms, necessitating the use of political savviness, innovative thinking, and strong project management skills. I was responsible for implementing a \$1.2 million U.S. federal grants program including energy efficiency pilot programs, managed complex service-oriented subcontracts valued at \$5.5 million, worked with the private sector to establish the country’s first privately-operated EV charging network, led our gender equity and social inclusion (GESI) activities, and managed our program’s Communications Plan – among several other contracts, compliance, operations, and technical advisory responsibilities. Our program also went on to achieve significant successes, including training more than 3,000 people in sustainability concepts, creating the first fully disability-friendly grants program in Nepal, advancing \$8 billion in clean energy financing for renewable projects, and leading to more than 45+ new climate-friendly laws or policies, including reforms at the Central Bank. Working in Nepal was no easy feat – the operational environment was highly ambiguous, our targets were contractually bound, and we were responsible for advancing innovations that required managing complex, politically sensitive relationships. However, we achieved the highest possible ratings for Government contractors – a testament to the sincerity of our impacts – and a representation of the standards of excellence that my work has brought before. In contrast to my consulting experience, I also served as a Sustainable Agriculture Volunteer in Peace Corps Senegal, where I was assigned as the first volunteer in a remote peri-urban town of 15,000 people at the edge of the Sahara Desert. In this capacity, I was responsible for building grassroots coalitions and developing relationships with the local government, farmers, and civil society groups (including environmental NGOs, school clubs, religious organizations, and even the local prisoners’ association) to implement climate-resilient agriculture, water conservation, and community development initiatives. This experience grounded my approach to developing resilience and water conservation programs attuned to specific community needs, while also promoting knowledge transfer, developing organizational capacity, and enhancing community fluency in climate-related topics and skills. As a result, I am proud to have designed and delivered technical training programs for more than 150 individuals, established the first womens’ community garden to bring financial security to 35 families, among others. During the Peace Corps, my approach to thinking about climate and sustainability became rooted in the dignity of all people to live free from climate risk, and in the need to center the human experience in all program designs, policy choices, and decision-making. The above examples are just a bit of how my life and work have been shaped by climate, and some of the things I sought to accomplish within, what I sincerely believe, is the defining problem of our lives (consider: where would we be with greater wildfire risk? How can our communities thrive without water? How does each marginal addition of carbon into our atmosphere destabilize the invisible systems that

hold communities like ours in balance?). I know that I am a relative newcomer to the community - but I hope that my perspectives could be of common benefit, and that I could be a trusted steward in shaping, growing, and the sustainability goals for the Town of Superior in the years to come. My goal is not to just serve, but to be a fully integrated part of the community, helping champion efforts to make Superior safer, more prosperous, and better-equipped to meet the profound climate challenges and opportunities of our time.

Question applies to multiple boards

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Upload Resume

Question applies to multiple boards

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Upload relevant document

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## Town Documents

Question applies to multiple boards

Have you had the opportunity to review any of the following Town of Superior documents available on the Town's website? If so, please select the document(s) you have reviewed. Links are provided below.

***Please note: Familiarity with these documents is not required to serve on an Advisory Committee.***

- [Superior Comprehensive Plan](#)
- [Open Space Summary Report \(OSAC\)](#)
- [Parks, Recreation, Open Space and Trails Master Plan \(PARC\)](#)

## Committee Work Plans:

- [Advisory Committee for Environmental Sustainability \(ACES\)](#)
- [Cultural Arts and Public Spaces Advisory Committee \(CAPS\)](#)
- [Historical Commission \(SHC\)](#)
- [Open Space Advisory Committee \(OSAC\)](#)
- [Parks and Recreation Advisory Committee \(PARC\)](#)
- [Planning Commission \(PC\)](#)
- [Superior Youth Leadership Council \(SYLC\)](#)

Question applies to multiple boards

## Superior Comprehensive Plan

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Yes  No

Question applies to Advisory Committee for Environmental Sustainability (ACES)

## ACES Work Plan

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Yes  No

**PROFESSIONAL EXPERIENCE**

**Lightsource bp** **Denver, Colorado**  
**Senior Analyst** **10/2025 - Present**

- Drives development execution for a 500MW solar and battery storage pipeline targeting Final Investment Decision in 2026.
- Owns project financial modeling, partnering with engineering, interconnection, and procurement teams to forecast capex and minimize delivery risk.
- Leads investment analysis and provides go/no-go recommendations on \$150M+ of projects in MISO, SPP, and WECC.

**Deloitte Consulting LLP** **Washington D.C. and Kathmandu, Nepal**  
**Senior Consultant** **02/2023 – 10/2025**

**Deputy Team Leader and Innovative Programs Manager, \$19 million Energy Advisory Program to Nepal, USAID**  
Program Management

- Provided project, contract, finance, and operations management oversight over a 45+ person team and 3 subcontractors.
- Led counterparty relationships with the U.S. government, foreign embassies, banks, regulators, utilities, and line ministries.
- Developed budgets, schedules, and risk management plans to implement advisory projects on-time and on-budget.
- Optimized project processes to respond to changes in the political environment while achieving contract requirements.
- Served as a Gender, Equity, and Social Inclusion Advisor to mainstream inclusivity principles in all program activities.

Program Innovation

- Led a \$1.2 million Federal grant program to support electric vehicle, energy efficiency, and carbon market startups.
- Led the development of 23 private EV charging stations, liaising with the utility to obtain permits and interconnections.
- Designed a portfolio of grants to improve energy efficiency and reduce food waste within Nepal's agricultural supply chain.
- Advised the utility on BESS pilot project development and siting strategies to maximize upgrade deferral benefits.
- Advised the Central Bank on climate finance rules, leading to sector-friendly reforms in its final Green Finance Taxonomy.

Project Finance and Project Development Advisory

- Advised on the development of early to late-stage hydropower and solar projects, advancing 3.6GW of new capacity.
- Managed financial model and due diligence reviews, securing \$600+ million in financial close for hydropower projects.
- Secured a 40MW PPA with Bangladesh for Nepal, overseeing market pricing research to attain a favorable \$/kWh rate.
- Managed lawyers in recommending licensing and land acquisition reforms for transmission projects across Nepal.
- Proposed novel benefit sharing mechanisms via a study on optimizing community benefit agreements in rural Nepal.
- Oversaw engineering reviews of major IPP projects, unlocking 50MW in additional capacity and savings of \$200M.

**Financial Analyst, Advanced Technology Manufacturing, Department of Energy (DOE)**

- Conducted due diligence on \$900M worth of federal investments in battery supply chains and grid enhancing technologies.
- Analyzed 13 financial models' capital stacks, revenue/cost assumptions, and financial logic to support investment decisions.

**Transaction Advisor, West Africa Energy Program, U.S. Agency for International Development (USAID)**

- Conducted a financial model review and market due diligence for a 40MW biomass IPP in Ghana.
- Developed a training for regulators, banks, and EPC firms on PPP models for independently financed transmission lines.

**Various Energy Internships** **Washington D.C.**  
**Intern** **10/2020 – 08/2022**

- **RMI (Rocky Mountain Institute), Africa Energy Program**
- **Federal Energy Regulatory Commission, Office of Energy Market Regulation – Central**
- **U.S. Agency for International Development, Power Africa, Power Africa Coordinator's Office**

**Teacher** **Hanoi, Vietnam**  
**Apollo Junior** **07/2018 – 03/2020**

- Introduced cross-cultural teaching methods to support students with learning disabilities, improving their grades by 15%.

**Sustainable Agriculture Extension Agent  
Peace Corps Senegal****Bakel, Tambacounda, Senegal  
09/2015 – 11/2018**

- Promoted U.S. foreign assistance objectives through tailored communication strategies and stakeholder presentations.
- Partnered with NGOs and local government to develop climate-resilient agriculture and conservation programs.
- Designed and delivered 50+ technical trainings on tree extension, permaculture, water conservation, and land management.
- Worked with community leadership to establish the first women’s garden, bolstering the financial security of 35 families.
- Implemented a \$5,500 ‘Let Girls Learn’ grant across 39 schools, enabling 351 adolescent girls to continue education.

**Credence Management Solutions  
Business Analyst, Department of Defense (DoD) Client****Vienna, Virginia  
07/2014 – 09/2015**

- Conducted business process analysis to author a White Paper on end-to-end digitization of major healthcare processes.
- Led project management functions, highlighted investment information, and communicated project implementation progress on an internal Project Management Office (PMO) to reform healthcare processes across the DoD enterprise.
- Built trust with government clients to align business process reforms with stakeholder priorities, securing internal buy-in.

**Chemonics International  
Project Management Associate, Various USAID Projects****Washington, D.C  
06/2011 – 04/2013**

- Managed program milestones, timelines, budgets, and deliverables to keep projects on-track and under budget.
- Reviewed monthly project expenditures in AP systems, ensuring accurate reporting for monthly expenses of ~\$600,000.
- Drafted reports on project risks, progress, and financial performance for internal and client review.
- Oversaw the solicitation, evaluation, and award of subcontracts and procurements valued up to \$1.3 million.
- Supported \$160 million in business development activities including conducting research and recruiting 75+ personnel.

**EDUCATION AND BACKGROUND****Johns Hopkins University****School of Advanced International Studies (SAIS)**Master of Arts – International Relations & International Economics – GPA: 3.92/4.00Concentration: Energy, Resources, and the EnvironmentSpecialization: Infrastructure Finance & Policy**Boston University****College of Arts and Sciences**

Bachelor of Arts – International Relations

Concentration: International Development and the Environment**Associations:**

- ✓ Clean Energy Leadership Institute Fellow (2021).
- ✓ Presidential Management Fellowship Finalist (2023).

**Languages:**

- ✓ Advanced French; Advanced Wolof; Novice Vietnamese and Bahasa Indonesia.

**“Roads” Scholar:**

- ✓ Traveled to 30+ countries with in-country work experience in Nepal, Senegal, Vietnam, India, Indonesia, and the Philippines.

**Interests**

- ✓ News: Heatmap, Financial Times, Utility Dive, Canary Media, the New Yorker.
- ✓ Podcasts: This American Life, Volts, The Interchange, everything Latitude Media.
- ✓ Hobbies: Photography, gravel riding, natural wines, hanging with our cats.

Town of Superior Advisory Groups

# Parks and Recreation Advisory Committee (PARC)

## Board Details

[PARC meetings, agendas, notes, and videos](#)

The purpose of the Parks and Recreation Advisory Committee (PARC) is to consider and provide input to the Town Council on park and recreation programs, services, amenities, and facilities, as well as applicable Parks, Recreation and Open Space Department projects. PARC is charged with advising the Town Council on the master plan addressing parks and recreation services, goals and objectives for parks, recreation, and trails in the Comprehensive Plan, and work cooperatively with OSAC and other advisory groups on open space and related information.

PARC was formerly called the Parks, Recreation, Open Space and Trails Advisory Committee (PROSTAC) and was created by the Board of Trustees at their regular meeting on August 25, 2003; with the purpose of forming a long-range plan concerning parks, trails, open space, and recreation within the Town. The committee's name was changed to Parks and Recreation Advisory Committee (PARC) by the Town Board on March 8, 2021.

Committee members are expected to attend and actively participate in one standing meeting each month, with an additional time commitment of approximately 10-20 hours as needed based on committee demands.

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### Overview

- **Size** 9 Seats
- **Term Length** 3 Years
- **Term Limit** 3 Terms

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### Additional

**Meeting Information**

Date: Third Wednesday of Each Month Time: 7:00 pm - 9:00 pm Location: Superior Community Center  
1500 Coalton Rd Superior, CO 80027 PARC meetings are currently held in person with a concurrent  
virtual option: <https://bit.ly/2Po3SOW>

**Contact the Committee Members**

<https://us.openforms.com/Form/cff5ecdc-f695-42fe-9148-ff32938df1de>>Message PARC<a>  
</a>

**Staff Liaison**

Bryan Meyer - Recreation Manager

**Town Council Liaison and Alternate**

Stephanie Miller, Heather Cracraft

**Establishing Resolution**

[Resolution\\_R-18 - Change\\_name\\_of\\_PROSTAC\\_to\\_PARC-R020421.pdf](#)

**Committee Work Plan**

[PARC\\_2026\\_Work\\_Plan\\_Final.pdf](#)

[PARC\\_2025\\_Work\\_Plan.pdf](#)

**Additional Documents**

# Parks and Recreation Advisory Committee (PARC)

## Board Roster

□ **Brent Hartman**

**1st Term** Apr 10, 2023 - Jun 30, 2026

**Office/Role** Chair

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□ **Lindsay Kerr**

**1st Term** Oct 23, 2023 - Jun 30, 2028

□ **Burton Mckenzie**

**1st Term** Apr 10, 2023 - Jun 30, 2026

**Office/Role** Vice Chair

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□ **Martha J Siegmund**

**1st Term** Apr 10, 2023 - Jun 30, 2026

□ **Justin Willis**

**1st Term** Aug 12, 2024 - Jun 30, 2027

□ **Vacancy**

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□ **Vacancy**

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□ **Vacancy**

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□ **Vacancy**

# Application Form

## Profile

### General Instructions:

Superior residents interested in serving on a Town of Superior Advisory Committee must complete this application. This form is designed to facilitate the application process for any of the seven committees. Appointments are made by the Superior Town Council and applications are reviewed as vacancies arise. Interviews are required as part of the selection process and scheduled periodically as appointments are typically made quarterly, corresponding with Town Council meetings. You may apply to multiple committees, however, once a vacancy opens, you must choose only one committee to interview for.

### Applicants must be residents of the Town of Superior, with the exception of the Superior Historical Commission.

All applicants are asked to attend or virtually view at least one committee meeting to become familiar with the advisory committee’s work plan, requirements, and processes prior to being scheduled for an interview. All Town meetings are open to the public. Committee meetings, agendas, notes, and videos can be found on the [meetings and agendas homepage](#). Please also review the advisory committee handbook to ensure there are no conflicts of interest and you are comfortable with all policies and protocols. All committees and committee members must also comply with the [Town’s Municipal Code](#) and State open government rules.

### Which committees would you like to apply for? Residents can select multiple committees. Please select a Committee

Parks and Recreation Advisory Committee (PARC): Submitted

Debra

First Name

K

Middle Initial

Bowes

Last Name

Question applies to multiple boards

### Preferred Pronouns (Optional)

Email Address

Home Address

Suite or Apt

City

State

Postal Code

Primary Phone

Question applies to multiple boards

### Years of Residence in Superior

2.3

Question applies to multiple boards

**Employer**

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Chevy Chase BioPartners

Question applies to multiple boards

**Position / Title**

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Founder/CEO

Question applies to Parks and Recreation Advisory Committee (PARC)

**Why do you want to participate on PARC?**

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Question applies to Parks and Recreation Advisory Committee (PARC)

**What do you see as most important for the present and future state of parks and recreation services for the Town?**

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Question applies to Parks and Recreation Advisory Committee (PARC)

**Serving effectively on an advisory committee requires strong collaboration with fellow committee members, town staff, Town Council, and other advisory bodies. Please describe your experience and approach to collaborative work?**

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Question applies to multiple boards

All applicants are asked to attend or virtually view at least one committee meeting to become familiar with the advisory committee's work plan, requirements, and processes prior to being scheduled for an interview. All Town meetings are open to the public. Committee meetings, agendas, notes, and videos can be found at <https://superiorco.portal.civicclerk.com/>.

**[Advisory Committee Handbook](#)** for more information and examples of conflicts of interest.

Question applies to multiple boards

**Do you have any potential conflicts of interest that might limit your ability to serve on the committee or participate in certain projects or activities? Please reference the Advisory Committee Handbook link above.**

---

Yes  No

Question applies to multiple boards

**If yes, or unsure, please explain:**

---

Question applies to Parks and Recreation Advisory Committee (PARC)

**Have you attended or viewed a PARC meeting?**

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Yes  No

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## Experience

Question applies to multiple boards

**Please list your past or current experience in civic or private organizations and/or governmental service experience. If you have not attached your resume (below), please list your professional experience and/or current occupation and responsibilities that may be relevant to your application.**

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Served on 2 non-profit Boards 1) Women in BIO and in National Leadership Roles (VP, President, Pres Emeritus) 2) Arts on the Block Have taught Biz courses through NIH to PhDs/MS working for various NIH agencies Raised over \$10M through NIH/DOD and non-profit foundations for various scientific initiatives

Question applies to multiple boards

**Do you have previous experience serving on a Town Advisory Committee, other Town volunteer projects or volunteering with Town events or programs? Please explain.**

---

Question applies to multiple boards

**Please provide any additional comments or information that you feel qualifies you to serve on the advisory committee for which you expressed interest. Please include any additional documents you feel may be relevant.**

---

See listing above

Question applies to multiple boards

---

Upload Resume

Question applies to multiple boards

---

Upload relevant document

---

## Town Documents

Question applies to multiple boards

Have you had the opportunity to review any of the following Town of Superior documents available on the Town's website? If so, please select the document(s) you have reviewed. Links are provided below.

**Please note: Familiarity with these documents is not required to serve on an Advisory Committee.**

- [Superior Comprehensive Plan](#)
- [Open Space Summary Report \(OSAC\)](#)
- [Parks, Recreation, Open Space and Trails Master Plan \(PARC\)](#)

**Committee Work Plans:**

- [Advisory Committee for Environmental Sustainability \(ACES\)](#)
- [Cultural Arts and Public Spaces Advisory Committee \(CAPS\)](#)
- [Historical Commission \(SHC\)](#)
- [Open Space Advisory Committee \(OSAC\)](#)
- [Parks and Recreation Advisory Committee \(PARC\)](#)
- [Planning Commission \(PC\)](#)
- [Superior Youth Leadership Council \(SYLC\)](#)

Question applies to multiple boards

**Superior Comprehensive Plan**

---

Yes  No

Question applies to Parks and Recreation Advisory Committee (PARC)

**Parks, Recreation, Open Space and Trails Master Plan**

---

Yes  No

Question applies to Parks and Recreation Advisory Committee (PARC)

**PARC Work Plan**

---

Yes  No

# Debra K. Bowes

*Senior Life Science Leader  
Career dedicated to Human Healthcare*

## Career Highlights

**Leadership**, served in CEO, CBO & Fractional Executive positions, built successful teams for small biotech and large pharma

**Strategic Alliances/Investments**, deal valuation modeling & negotiated product deals (up to \$1.5B), up to \$80M in public/private equity

**Commercialization**, launched 4 successful Biotech products, managed launch plans for multiple Phase III compounds

**Strategic Planning**, lead multiple R&D teams to successful IND filings & FPD, developed and executed plans which resulted in increased market caps and additional funding up to \$80M

**Boards**, private for-profit and global non-profit

**Advisory positions**, EIR in academic institutions, Harrington Discovery Institute BD Advisor

## Experience

- 07 to present (Fulltime 9 yrs) **Chevy Chase BioPartners, LLC**  
**Founder & Principal**  
Fractional Exec for start-ups  
EIR in academic institutions, Advisor for Harrington Discovery Institute  
**Strategic Planning and Licensing Consulting Firm for emerging Biotech**  
Client projects covering therapeutic areas such as Cell & Gene Therapy, CNS, Cardiac, Metabolic diseases, Ophthalmic, Auto-Immune, Oncology, Orphan, Immunology, Infectious Disease, Respiratory, Dermatology & diagnostics  
Deal valuation, diligence and negotiated 11 successful deals averaging ~\$30M each in upfronts  
Also served as Contract CBO & VP/head of BD&Licensing
- 2022-2024 **Omeros Corp (employee)**  
**Chief Business Development Officer**  
Guide strategy with Exec Leadership for increasing corp value via out-licensing  
Build new systems for outside diligence and processes for in and out-licensing  
Guide BD & Finance Team to new process for asset and deal valuations  
Manage BD Team of 4 professionals
- 2016 to 2019 **MaxCyte (employee)**  
**Chief Business Office, Cell Therapies**  
Built highly experienced cell therapy R&D Team in 2 mos  
Guided Team to file company's first IND within first 12 mos of employment  
Closed company's first 3 commercial licenses with notable Cell Therapy Cos  
Contributed to raise over \$40M with investors  
Lead strategic planning for drug pipeline and development  
Strategically built strong IP portfolio for cell therapy programs with IP counsel

- 2014 to 2016     **CapGenesis Pharma (employee)**  
***Interim President and Chief Executive Officer***  
Reorganized 2 companies into one to increase market cap  
Strategically reworked existing pipeline to increase market cap beyond \$50M  
Delivered a strategic plan to increase deal value of licenses by 50%  
Filed company's first IND  
Raised \$21M in private funding for company
- 2011 to 2013     **CBLI Pharmaceuticals (contract)**  
***VP of Licensing and Commercial Strategy (contract employee)***  
Drove new corporate strategy to increase market cap and interest new investors  
Role in Joint Venture formation and management to increase funding by \$15M in 1 yr  
Set standards, direction and expectations for all out-licensing activities  
Assisted CEO with recruiting new Board Members  
Worked with CEO/CFO to reorganize the company & reduce burn rate by 30%  
Implemented Product Core Teams to drive efficiencies to meet development milestones  
Reworked website with IR/PR to improve Investor Appeal and valuation  
Executed licenses in 2 emerging territories with upfront payments, up to \$10M  
Interfaced with internal and external scientists to guide early stage product decisions to reduce spend and increase product value
- 2004 to 2006     **MedImmune, Inc. (acquired by AZ) Gaithersburg, MD**  
***Senior Director Strategic Planning***  
Built New Product Development department – matrix organization  
Conducted due diligence with Medimmune Ventures Team (Exec Management)  
Aligned with Exec Management for all Strat Planning analysis and milestones  
Dept responsible for;  
    12 pipeline products over 4 therapeutic areas  
    Commercial due diligence of all in-license candidates for BD  
    P&Ls, financials and Long-Range Plans for all pipeline products  
    Business Plans for all pipeline products  
    Corporate Competitive Intelligence  
    All Therapeutic Area strategic presentations and approval from Exec Management  
    Life-Cycle Management analysis and planning for all products
- 2002 to 2004     **Amylin Pharmaceuticals, Inc., San Diego, CA**  
***Senior Director Corporate Development***  
Developed European strategy, plan and valuation for Exec Management  
Developed Asian strategy, plan and valuation for Executive Management  
Completed 2 clinical stage licensing deals with Board approval  
Built and managed New Product Planning efforts within Corporate Development  
Commercial lead for the Obesity Project Team  
Completed Obesity Business Plan to initiate the project internally  
Managed 2 Associate Directors in department  
Worked directly with Executive Management and the Board on strategic activities
- 99 to 2002       **Agouron (acquired by Warner Lambert/Pfizer), San Diego, CA**  
***Licensing & Development, Director***  
Chaired multi-functional Due Diligence teams for 2 in-license opportunities  
Chaired multi-functional Negotiation Team for 1 in-license opportunity  
Out-licensed 2 late-stage Oncology assets  
Presented product opportunity reviews monthly to President of R&D and CEO  
Prepared financial valuation modeling for licensing opportunities

***Global Market Planning, Senior Manager***

Managed Product Planning efforts with external partners  
Conducted Business Plans with P&Ls for pipeline products  
Managed 3 Product Core Teams for early stage compounds  
Developed Medical Education, Publication Planning, and Advisory Boards

98 to 99

**Ligand Pharmaceutical, Inc., San Diego, CA**

***Senior Product Manager***

Launched the company's first 2 Oncology products  
Developed all sales materials, Medical Education, Publication Planning  
Established Advisory Boards for each Physician Target Audience  
Completed forecasting models for Senior Management  
Managed all commercial activities for 2 Phase III compounds  
Developed and implemented HIV/Oncology Strategic Marketing Plans

95 to 98

**Centocor, Inc. (acquired by J&J), Malvern, PA**

***WW Marketing Manager***

Amended and managed early-stage licensing agreements (Sanofi, J&J, BM, Abbott, Japanese companies)  
Completed 2 X-US licensing agreements  
Managed P&L for existing and new licensing agreements/opportunities  
Member of launch Team for Remicade and Panarex, orphan indications

88 to 95

**Hybritech, Inc. (acquired by Eli Lilly) San Diego, CA**

***WW Market Research/Business Development Manager***

Completed late stage in-license agreement  
Prepared financial models for new opportunities  
Completed Clinical Collaboration agreements (Merck and Genentech)  
Management of internal and external analysts  
Coordination of technology Business Plans for Eli Lilly (parent company)  
Lead all Market Research for European opportunities

***Product Manager/US and Europe***

Launched WW, Breast Cancer, Osteoporosis and Cardiovascular Products  
Produced all sales materials for each launch territory  
Managed and coordinated marketing activities for 2 early stage products  
Managed Associate Product Managers

***Senior Oncology Sales Representative***

President's club '89, '90  
100% Club '88, '89, '90  
#1 in Capital Equipment Agreements, '90

83 to 88

**Medical Technologist (ASCP), San Diego and Cincinnati, OH**

Worked in Research, Clinical and Forensic Pathology Lab capacities

## Education

### **Johns Hopkins University**

MBEE (Master's Biotechnology Enterprise/Entrepreneur)  
*combination MS/MBA*

### **UCLA – Anderson School of Management**

MBA Course work

### **University of Cincinnati**

BS in Cell Biology – Minor in Marketing  
Phi Beta Kappa

## **Boards/Advisory positions**

### **Women in BIO (volunteer position)**

*National President/National Board/Chair of Nat'l Director Emeritus*

*President in 2010, National Board since 2008*

Oversaw Operations, Fund-raising, Chapter development

Increased Sponsorship Funding by 40% in 2 years

Increased # of chapters by 50%

Managed and grew the Board of Directors

Built alliances with Biotech/Pharma industry and other allied non-profits

Established National Committees and policies

Established mentor/advisor program nation-wide

Instituted National Director Emeritus

**Case Western Reserve University, Cell Therapy EIR**

**Harrington Discovery Institute, Cell Therapy Business Advisor**

**MicroCures, Business Advisor**

**Nostopharma, Business Advisor**

**ProChain, Independent Board Member**

**Arts on the Block, Board member (non-profit)**

## **Industry Speaker/Instructor -**

NIH/FAES Instructor Licensing beyond Tech Transfer 2021-2022

JPM Corporate presentation, 2018, 2019

Facilitate MaxCyte presentation and cell therapy panelist, 2018, 2019

12 add'l corporate presentations at Cell Therapy meetings, 2018, 2019

BIO panels and corporate presentations 2015, 2016, 2018, 2019

Guest Lecturer for MBA Managerial Finance Course, JHU, 2015

Healthcare & Life Sciences Legislation Symposium. 2014

APS start-up entrepreneur series, 2013

UMD CEO educational series, 2013

JHU Product Licensing & BD 101, 2011

JHU Forming a Biotech Start-up, 2011

JHU Life Science Financing, 2011

7 programs lectures on product and strategic planning 2006-2008

# Application Form

## Profile

### General Instructions:

Superior residents interested in serving on a Town of Superior Advisory Committee must complete this application. This form is designed to facilitate the application process for any of the seven committees. Appointments are made by the Superior Town Council and applications are reviewed as vacancies arise. Interviews are required as part of the selection process and scheduled periodically as appointments are typically made quarterly, corresponding with Town Council meetings. You may apply to multiple committees, however, once a vacancy opens, you must choose only one committee to interview for.

### Applicants must be residents of the Town of Superior, with the exception of the Superior Historical Commission.

All applicants are asked to attend or virtually view at least one committee meeting to become familiar with the advisory committee’s work plan, requirements, and processes prior to being scheduled for an interview. All Town meetings are open to the public. Committee meetings, agendas, notes, and videos can be found on the [meetings and agendas homepage](#). Please also review the advisory committee handbook to ensure there are no conflicts of interest and you are comfortable with all policies and protocols. All committees and committee members must also comply with the [Town’s Municipal Code](#) and State open government rules.

### Which committees would you like to apply for? Residents can select multiple committees. Please select a Committee

Parks and Recreation Advisory Committee (PARC): Submitted

Neha  
First Name

Myer  
Middle Initial

Myer  
Last Name

Question applies to multiple boards

### Preferred Pronouns (Optional)

Email Address

Home Address

Suite or Apt

City

State

Postal Code

Primary Phone

Question applies to multiple boards

### Years of Residence in Superior

2

Question applies to multiple boards

**Employer**

---

n/a

Question applies to multiple boards

**Position / Title**

---

n/a

Question applies to Parks and Recreation Advisory Committee (PARC)

**Why do you want to participate on PARC?**

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Question applies to Parks and Recreation Advisory Committee (PARC)

**What do you see as most important for the present and future state of parks and recreation services for the Town?**

---

Question applies to Parks and Recreation Advisory Committee (PARC)

**Serving effectively on an advisory committee requires strong collaboration with fellow committee members, town staff, Town Council, and other advisory bodies. Please describe your experience and approach to collaborative work?**

---

Question applies to multiple boards

All applicants are asked to attend or virtually view at least one committee meeting to become familiar with the advisory committee's work plan, requirements, and processes prior to being scheduled for an interview. All Town meetings are open to the public. Committee meetings, agendas, notes, and videos can be found at <https://superiorco.portal.civicclerk.com/>.

**[Advisory Committee Handbook](#)** for more information and examples of conflicts of interest.

Question applies to multiple boards

**Do you have any potential conflicts of interest that might limit your ability to serve on the committee or participate in certain projects or activities? Please reference the Advisory Committee Handbook link above.**

---

Yes  No

Question applies to multiple boards

**If yes, or unsure, please explain:**

---

Question applies to Parks and Recreation Advisory Committee (PARC)

**Have you attended or viewed a PARC meeting?**

---

Yes  No

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## **Experience**

Question applies to multiple boards

**Please list your past or current experience in civic or private organizations and/or governmental service experience. If you have not attached your resume (below), please list your professional experience and/or current occupation and responsibilities that may be relevant to your application.**

---

I bring over 15 years of experience in private-sector, consumer-facing organizations, primarily in strategy, marketing, and business development roles focused on serving families. My background includes leading strategic partnerships and growth initiatives where my responsibility was to clearly articulate, pitch, and sell the core value of services to organizational partners and end consumers. This work required a strong understanding of consumer needs, translating those insights into compelling value propositions, and aligning services and experiences to what families truly value. Across my roles, I have: Led strategic partnership development and business growth initiatives Built and communicated value propositions grounded in consumer insight Evaluated services and experiences through usability, access, and quality lenses Worked cross-functionally with operations and program teams to ensure what was sold could be delivered effectively While my experience is not in government service, these skills—structured thinking, consumer insight, and translating needs into actionable recommendations—are directly relevant to advisory roles that require thoughtful input, prioritization, and collaboration

Question applies to multiple boards

**Do you have previous experience serving on a Town Advisory Committee, other Town volunteer projects or volunteering with Town events or programs? Please explain.**

---

Question applies to multiple boards

**Please provide any additional comments or information that you feel qualifies you to serve on the advisory committee for which you expressed interest. Please include any additional documents you feel may be relevant.**

---

My interest in serving comes from a genuine personal connection to Superior and a strong belief in what makes this town uniquely special for families. Having lived in several countries—Switzerland, Canada, India, and the UAE—I’ve seen how communities thrive when their public spaces, recreation, and culture work together. In Superior, it’s the combination of thoughtfully designed neighborhoods, accessible parks and open spaces, strong recreation programming, and community-centered events that creates a living environment that feels both organized and open at the same time. Parks, trails, the community center, and town-led activities don’t exist in isolation—they collectively shape how people move through the town, connect with one another, and experience daily life. As a parent, I see how this integration allows children to grow up with a sense of safety and freedom, and how families of different backgrounds naturally come together through shared spaces and programming. The way Superior brings together outdoor spaces, recreation, arts, seasonal events, and everyday gathering places helps preserve an open, welcoming cultural spirit, even as the town continues to grow and evolve. This balance is what many families, including my own, value deeply and actively seek out. I am especially interested in helping preserve this sense of openness and connection while supporting thoughtful growth. Over time, I would love to see continued investment in programming that reflects the town’s diversity and evolving cultural fabric—so parks and recreation remain not just functional amenities, but places where residents feel represented, connected, and proud to belong. As someone who believes strongly in Superior’s vision and has personally experienced the role these spaces play in building community, I would be honored to contribute a resident perspective focused on safety, accessibility, and sustaining the unique character that makes Superior such a desirable place to live today.

Question applies to multiple boards

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Upload Resume

Question applies to multiple boards

---

Upload relevant document

---

## Town Documents

Question applies to multiple boards

Have you had the opportunity to review any of the following Town of Superior documents available on the Town's website? If so, please select the document(s) you have reviewed. Links are provided below.

***Please note: Familiarity with these documents is not required to serve on an Advisory Committee.***

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**Committee Work Plans:**

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- [Historical Commission \(SHC\)](#)
- [Open Space Advisory Committee \(OSAC\)](#)
- [Parks and Recreation Advisory Committee \(PARC\)](#)
- [Planning Commission \(PC\)](#)
- [Superior Youth Leadership Council \(SYLC\)](#)

Question applies to multiple boards

**Superior Comprehensive Plan**

---

Yes  No

Question applies to Parks and Recreation Advisory Committee (PARC)

**Parks, Recreation, Open Space and Trails Master Plan**

---

Yes  No

Question applies to Parks and Recreation Advisory Committee (PARC)

**PARC Work Plan**

---

Yes  No

# Neha Myer

## CONTACT

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## EDUCATION

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### MBA

International Management Institute,  
New Delhi

### Exec Education-Certificates:

#### Mastering Digital Marketing

London Business School-,2021

#### Marketing Analytics

UC Berkely Haas, 2021

## SKILLS

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- Business development
- Strategic account management
- Go-to-market & launch strategy (B2B & B2B2C)
- Prospecting, outreach & conversion optimization
- Data-driven insights, competitive analysis & positioning
- Cross functional leadership

## ACHIEVEMENTS

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Award of Excellence for Teamwork  
Bright Horizons 2022, 2023 & 2025

## PROFESSIONAL OVERVIEW

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Growth and business development leader with 15 years of experience across strategic partnerships, marketing, and operations in high-growth and expansion-stage environments. Insight-driven and hands-on, with strong business acumen and a proven ability to own strategic accounts, build durable partnerships, lead cross-functional teams, and translate market insight into strategies that drive acquisition, conversion, and long-term value.

## WORK EXPERIENCE

---

### Senior Director, Marketing

Bright Horizons, USA | 2023 – present

- Led integrated growth strategy to drive enrollment through consumer and client-informed acquisition, positioning, and channel expansion.
- Designed and executed go-to-market strategies for new program launches, delivering 25% year-over-year incremental enrollment growth.
- Strengthened lifecycle pathways and messaging across the funnel, improving lead-to-visit conversion by 15%.
- Partnered closely with enrollment, operations, and enterprise stakeholders to align outreach, follow-up, and conversion priorities.
- Led consumer and competitive research to inform pricing, value propositions, audience segmentation, and targeted growth initiatives.

### Business Consultant- New Client Launch & Revenue Growth

Bright Horizons, USA | 2021 – 2023

- Developed B2B2C go-to-market strategies for Bright Horizons' workforce education program's new launches, increasing site traffic and qualified leads by 30% year over year.
- Expanded client-facing marketing strategy to reach new and underserved audience segments, increasing addressable audience by 50% and strengthening top-of-funnel acquisition and conversion pathways.

## WORK EXPERIENCE

---

### **Head- Business Development and Marketing- 2017-2020**

Founding Years Learning Solutions- Klay Prep Schools and Daycare, India | 2015 – 2020

- Built and scaled strategic partnerships with 50+ Fortune 500 and multinational organizations, consultatively selling onsite and near-site childcare solutions.
- Owned the full partnership lifecycle, including prospecting, solution design, conversion, launch, and ongoing relationship management.
- Built and led a national business development team, doubling new client acquisition and driving 40% growth in enrollment-linked revenue.
- Established a strategic account management function, achieving 100% contract renewals and expanding wallet share by 10%.
- Led national, multi-channel growth strategy in a high-growth startup environment, consistently meeting lead and revenue targets.
- Launched and scaled digital acquisition channels, increasing targeted lead generation by 50% year over year and reducing cost of acquisition by 10%.

### **Director- Business Development - 2015-2017**

- Expanded enterprise partnership portfolio 2x across the southern region, launching first-of-their-kind childcare facilities for corporate partners.
- Developed B2B2C engagement strategies connecting employer partnerships to parent enrollment and ongoing utilization.

### **Early Career Work Experience: Retail Operations 2007-2014**

- Manager- Retail Operations: Reliance Brands Ltd- Steve Madden, India | 2011 – 2014
- Manager- Retail Operations: Lifestyle International- Home Center, India | 2010-2011
- Area Manager- Jumbo Electronics, UAE| 2007-2010
- Progressive leadership roles across electronics, lifestyle, and fashion retail sectors in India and the UAE. Managed regional businesses with multi-site locations nationwide, with full revenue accountability, led large, distributed teams, supported territory growth, and partnered cross-functionally to deliver consistent execution, customer experience improvements, and profitable growth.

## Advisory Committee Interview Questions

### **GENERAL/ALL**

- 1) Have you attended a committee meeting?
- 2) Have you read the committee's current work plan?
- 3) What are the top 2 items on that work plan of interest to you?
  - a) What would you add or remove from the committee's work plan?
- 4) Are you able to commit to committee activities outside of the monthly meetings (i.e. working groups, events, educational sessions, project research, etc.)?
  - a) How much time are you willing to invest with the committee?
- 5) What expertise do you hope to bring to the advisory committee?
- 6) Do you have any potential conflicts of interest that could preclude you from being a committee member or participating in certain committee projects, activities, etc.?

### **Advisory Committee for Environmental Sustainability (ACES)**

- 1) What would be one of [the best/most effective] ways (in your opinion) to improve environmental sustainability in Superior?
- 2) What do you think of the Town's Sustainability Action Plan?
  - a) Are there any elements that particularly resonate?
  - b) Are there any elements you think are missing or that need greater focus?
- 3) Why are you interested in sustainability at a municipal level?
- 4) What sustainability topics are you most passionate about the Town of Superior pursuing or making progress on?
- 5) ACES is an engaged advisory committee, with expectations of participation beyond the monthly meeting. What is your capacity to attend one additional monthly working group meeting and to help with representing ACES at tabling, outreach and public events?
- 6) The advisory committee has three working groups: Resources, Operations and Outreach. Which of these working groups are you most interested in participating in? Why?
- 7) What are your main interests regarding environmental sustainability (e.g., climate, energy, waste, water, air quality, etc.)?

### **Cultural Arts and Public Spaces Advisory Committee (CAPS)**

- 1) Do you have any specific ideas for activating public spaces, creating cultural experiences, or adding art installations to the Town of Superior? (or: What's the first thing you would do...?)
- 2) Is there a particular area in Superior you think could use more art?
- 3) What is your favorite piece of art or public space in Superior?

### **Open Space Advisory Committee (OSAC)**

- 1) How did you learn of this Open Space vacancy?
- 2) What in your words is the mission of the Town of Superior's Open Space Advisory Committee?
- 3) You've had the opportunity to review OSAC's work plan as well as their recent meeting agendas...is there any particular work that interests you most?
- 4) Have you reviewed the Superior Comprehensive Plan?
- 5) Have you reviewed the Open Space Summary Report?
- 6) What has been your past experience with Superior events, volunteering and programs?
- 7) What, in your words, is the mission of the Town of Superior's Open Space Advisory Committee?

### **Park and Recreation Advisory Committee (PARC)**

- 1) Why do you want to participate on PARC?
- 2) What do you see as the most important considerations for the present and future state of parks and recreation services for the Town?
- 3) One expectation for any resident serving on any Town of Superior advisory committee is the ability to collaborate effectively, both with fellow committee members as well as with town staff, town board members, and members of other advisory committees. Can you describe your experience and work style with regard to collaboration?

### **Superior Historical Commission**

- 1) What is your interest in local history?
- 2) Can you be available for Saturday museum openings, school field trips, evening programs and other similar activities?
- 3) What is your area of expertise within your career and/or education with regard to historical museums, collections, education, history or historic preservation?
- 4) What would you hope to contribute to this commission?
- 5) Do you have a connection with Superior – current, recent or past?
- 6) Have you participated on any Historic Preservation boards or committees in the past?



## Item Number:4.a.

### Information for Meeting of the Superior Town Council

<b>Agenda Item Name:</b>	Indiana Street Construction Project Update
<b>Meeting Date:</b>	March 9, 2026
<b>Presented By:</b>	Brannon Richards, Public Works and Utilities Director
<b>Presented For:</b>	Presentation Discussion

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#### **Background:**

The Indiana Street Improvement project from West Torreys Peak to McCaslin Boulevard has been identified as a project need and was listed as a potential project in the 2024 Sales Tax Ballot Measure language, which passed in November 2024. The Town contracted with on-call engineer J&T Consulting (J&T) to complete the design plans for the Project in September 2025.

This project includes asphalt removal, flyash subgrade treatment, concrete curb & gutter, sidewalk and median repair, asphalt paving, asphalt markings, traffic signs, drainage improvements, and miscellaneous related work.

J&T and Town staff have been working to complete the design phase of the project, which was advertised for bid on March 2, 2026. Bids are due March 31, 2026 and will be presented to Council for award in April 2026.

#### **Project Schedule**

- March 2026 - bidding
- April 2026 - contract award
- May 25 thru August 11, 2026 — construction

#### **Recommendation:**

Staff recommends moving forward with the design as presented.

#### **Budget Implications:**

The engineer's estimate for the project is \$1.7 M, which is under the \$2 M construction budget.

**Motion:**

N/A

**Attachments:**

1. Indiana Street Drawings\_reduced

# Town of Superior Indiana Street Improvements

LOCATED IN  
**TOWNSHIP 1 SOUTH, RANGE 69 WEST, 6th P.M.**  
**COUNTY of BOULDER, STATE of COLORADO**  
FEBRUARY, 2026

## PAVEMENT

- COMPLY WITH THE TRENCH PATCHBACK DETAIL FOR THE TOWN OF SUPERIOR PUBLIC WORKS DEPARTMENT INCLUDED IN THE DETAIL DRAWINGS.
- THE CONTRACTOR SHALL VIDEOTAPE THE EXISTING PAVEMENT CONDITIONS BEFORE CONSTRUCTION.
- THE CONTRACTOR SHALL USE CAUTION SO AS NOT TO SCRAPE OR SCALLOP THE EDGE OF EXISTING CONCRETE DURING EXCAVATION.
- THE ASPHALT THICKNESS FOR PAVEMENT REPAIRS SHALL MATCH THE EXISTING PAVEMENT THICKNESS OR THE THICKNESS SPECIFIED BELOW FOR THE VARIOUS STREET CLASSIFICATIONS, WHICHEVER IS GREATER.

STREET NAME	CLASSIFICATION	REQUIRED ASPHALT THICKNESS
INDIANA STREET	MINOR ARTERIAL	7 INCHES

- NO DIMENSION OF EXISTING PAVEMENT LESS THAN 3 FEET SHALL BE LEFT BETWEEN THE NEW PATCH AND THE EXISTING LIP OF GUTTER OR EXISTING EDGE OF PAVEMENT (5 FEET FOR CONCRETE). ARTERIAL AND COLLECTOR STREETS, NO SIDE OF A PATCH SHALL FALL WITHIN 2 FEET OF AN EXISTING WHEEL PATH. PATCHES WITHIN 2 FEET SHALL REQUIRE THE REMOVAL OF ADDITIONAL PAVEMENT TO MEET THIS REQUIREMENT.
- CONSTRUCTION EQUIPMENT SHALL BE KEPT OFF OF CURB, GUTTER, CONCRETE PANS AND SIDEWALK. KEEP BEDDING AND BACKFILL MATERIAL OFF OF CONCRETE SURFACES. SCRAPED OR OTHERWISE DAMAGED CURB, GUTTER, SIDEWALK, CONCRETE PANS OR ASPHALT PAVEMENT SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.
- ALL MANHOLE RIMS, VALVE BOXES, AND COVERS SHALL BE SET 1/4" BELOW TO THE ADJACENT PAVEMENT SURFACE AND SHALL MATCH THE LONGITUDINAL AND TRANSVERSE SLOPE OF THE STREET PAVEMENT.
- TOWN WANTS 500 TONS OF CLEAN TOP LIFT (NO SUBGRADE) MILLING DELIVERED TO THE WATER TREATMENT FACILITY AND WASTEWATER TREATMENT FACILITY.

## HORIZONTAL AND VERTICAL CONTROL

HORIZONTAL COORDINATES SHOWN HEREON ARE BASED UPON THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE (0501) AND HAVE BEEN MODIFIED TO GROUND AROUND 0.00 NORTH, 0.00 EAST, USING A COMBINED FACTOR OF 1.000293006

ELEVATIONS SHOWN HEREON ARE BASED UPON STATIC GPS OBSERVATIONS POST PROCESSED THROUGH THE NATIONAL GEODETIC SURVEY'S ONLINE POSITIONING USER SERVICE (OPUS) RESULTING IN CONTROL POINT NO. 2 AS SHOWN HEREON HAVING AN ELEVATION OF 5633.85 NAVD 88 (GEOID 18).

PROJECT CONTROL COORDINATE TABLE

PT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
2	1213312.68	3096230.88	5633.85	NAIL & BRASS TAG IN SIDEWALK
3	1213311.43	3096189.33	5634.49	NAIL & BRASS TAG IN SIDEWALK
4	1213427.23	3096252.13	5630.26	NAIL & BRASS TAG IN SIDEWALK
79	1213265.12	3095332.30	5650.49	2" ALUMINUM CAP "KSI CP 11"
334	1216011.12	3096403.08	5548.79	NAIL & BRASS TAG IN SIDEWALK
335	1216051.96	3096417.06	5548.32	NAIL & BRASS TAG IN SIDEWALK



VICINITY MAP

SCALE 1" = 400'±



## OWNER

Town of Superior  
100 Superior Plaza, Ste. 200  
Superior, CO 80027  
303-499-3675

## CIVIL ENGINEER

J&T Consulting, Inc.  
James C. York  
305 Denver Ave., Ste. D  
Fort Lupton, CO 80621  
303-857-6222

## SURVEYOR

American West Land Surveying Co.  
331 South 4th Avenue  
P.O. Box 129  
Brighton, CO 80601  
303-659-1532

## GEOTECHNICAL/SOIL INVESTIGATIONS

CMT Technical Services  
7108 S Alton Way, Bldg. B  
Centennial, CO 80112  
303-220-0300

## SHEET INDEX

- 1 Cover Sheet
- 2-3 General Notes
- 4-6 Indiana St Site & Erosion Control Plan
- 7-9 Indiana St Striping
- 10-13 Details
- 14 Traffic Control Signage Plan
- 15-16 Traffic Control Plans

## LEGEND

PROPOSED IMPROVEMENTS	
#41	PROJECT CONTROL POINT
⊙	EXISTING SANITARY SEWER MANHOLE
⊗	EXISTING WATER VALVE
⊕	EXISTING STORM SEWER
▭	EXISTING INLET
---	EXISTING CONTOURS
---	SLEEVE
---	LIMITS OF CONSTRUCTION

## Town Certification

All work shall be constructed to Town of Superior DESIGN STANDARDS AND SPECIFICATIONS. This drawing has been reviewed and found to be in general compliance with these DESIGN STANDARDS AND SPECIFICATIONS and other Superior requirements. THE ENGINEERING DESIGN CONCEPT REMAINS THE RESPONSIBILITY OF THE PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE APPEAR HEREON.

Town (or Designee) \_\_\_\_\_

Date \_\_\_\_\_

## Engineer's Certification

I hereby certify that these plans for the construction of the Town of Superior Indiana Street Improvements Project were prepared by me or under my direct supervision for the Town on Superior.

James C. York, P.E.

Colorado Registration No. 36846

No.	Date	By	Chk	Description
1	2.2.26	WSS	JCY	Town Comments

Job #	25123
Date	10/15/25
Drawn By	WSS
Designed By	WSS
Checked By	JCY
File	JT-Indiana cover.dwg
Scale	As Shown

Sheet: 1 of 16



**GENERAL NOTES**

1. DEFINITIONS:  
OWNER: PROPERTY OWNER(S)  
CONTRACTOR: THE PERSON OR GROUP COMPLETING THE WORK  
ENGINEER: PROFESSIONAL ENGINEER OF RECORD  
TOWN OF SUPERIOR: AUTHORIZED REPRESENTATIVE(S) OF THE TOWN PUBLIC WORKS & UTILITIES DEPARTMENT; THE AGENCY OF JURISDICTION.
2. ALL WORK SHALL CONFORM TO THE LATEST REVISION OF CDOT STANDARDS AND SPECIFICATIONS, AND THE TOWN OF SUPERIOR DESIGN STANDARDS AND SPECIFICATIONS.
3. THE CONTRACTOR SHALL HAVE STAMPED AND SIGNED BY THE ENGINEER AND TOWN DRAWINGS, SPECIFICATIONS AND CURRENT TOWN OF SUPERIOR SPECIFICATIONS ON SITE AT ALL TIMES.
4. THE ENGINEERING CONCEPT REMAIN THE RESPONSIBILITY OF THE PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE APPEARS ON THE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER AND THE TOWN IMMEDIATELY.
5. ALL WORK ON THE PROJECT SHALL BE PERFORMED DURING REGULAR WORK HOURS: 7AM TO 5PM, MONDAY THROUGH FRIDAY. RESTRICTED HOURS MAY BE DICTATED BY THE TOWN. ALL WORK ON THE PROJECT SHALL COMPLY WITH THE SUPERIOR MUNICIPAL CODE. NO WORK SHALL BE PERFORMED OUTSIDE REGULAR WORK HOURS OR ON SATURDAY OR SUNDAY, OR ANY OF THE TOWN OBSERVED HOLIDAYS WITHOUT RECEIVING PRIOR WRITTEN CONSENT FROM THE TOWN OR A DESIGNATED REPRESENTATIVE. TOWN OBSERVED HOLIDAYS INCLUDE NEW YEAR'S DAY, MARTIN LUTHER KING DAY, PRESIDENT'S DAY, MEMORIAL DAY, JUNETEENTH DAY, INDEPENDENCE DAY, LABOR DAY, VETERAN'S DAY, THANKSGIVING DAY, FRIDAY FOLLOWING THANKSGIVING, CHRISTMAS EVE, AND CHRISTMAS DAY. REQUEST FOR WORK OUTSIDE REGULAR WORK HOURS SHALL BE RECEIVED TWO (2) BUSINESS DAYS PRIOR TO THE PROPOSED DATE OF THE WORK. REFER TO SECTION 150.00 PERMITS AND INSPECTIONS OF THE TOWN DESIGN STANDARDS AND SPECIFICATIONS. PRE-CONSTRUCTION MEETING SHALL BE SCHEDULED BY THE OWNER WITH THE TOWN ENGINEERING STAFF AT LEAST THREE (3) BUSINESS DAYS PRIOR TO THE START OF CONSTRUCTION. THOSE IN ATTENDANCE SHALL INCLUDE: OWNER, ENGINEER, SUPERIOR, CONTRACTOR, GEOTECHNICAL ENGINEER, SURVEYOR, AND ANY OTHER AFFECTED AGENCIES. CONSTRUCTION DOCUMENTS WITH THE DESIGN STANDARD SAND SPECIFICATIONS COMPLIANCE STATEMENT AND SIGNATURE SHALL BE DISTRIBUTED AT THE PRE-CONSTRUCTION MEETING.
6. CONSTRUCTION SHALL START NO EARLIER THAN MAY 25TH, 2026 AND SUBSTANTIAL COMPLETION OF CONSTRUCTION SHALL BE COMPLETED BY AUGUST 12, 2026.
7. AN ON-SITE PRE-CONSTRUCTION CONFERENCE WITH TOWN PUBLIC WORKS STAFF SHALL OCCUR AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO CONNECTING TO EXISTING TOWN UTILITIES.
8. THE CONTRACTOR SHALL PAY FOR AND OBTAIN THE REQUIRED RIGHT-OF-WAY CONSTRUCTION PERMIT AND ANY OTHER REQUIRED PERMIT FROM THE TOWN OF SUPERIOR PRIOR TO COMMENCING WORK ON THE PROJECT.
9. ALL OPERATIONS SHALL CONFORM TO THE APPLICABLE REGULATIONS SET FORTH BY THE ICC AND OSHA.
10. THE TOWN OF SUPERIOR PUBLIC WORKS AND UTILITIES DEPARTMENT, PHONE (303) 499-3675, SHALL BE NOTIFIED A MINIMUM OF 48 WORKING HOURS PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITIES.
11. ALL PHASES OF WORK PERFORMED ON DEDICATED PUBLIC INFRASTRUCTURE AND WORK IN THE RIGHT-OF-WAY SHALL BE INSPECTED AND APPROVED BY REPRESENTATIVE OF THE TOWN OF SUPERIOR. REQUESTS FOR INSPECTION SHALL BE MADE TO THE TOWN OF SUPERIOR, PHONE (303) 709-6726, OR (303) 499-3675 A MINIMUM OF 24 HOURS IN ADVANCE. OBSERVATION AND ONSITE VISITS ARE NOT TO BE CONSTRUED AS A GUARANTEE OR APPROVAL BY SUPERIOR STAFF OF CONTRACTOR'S WORK ON CONTRACTUAL COMMITMENT. IF WORK IS SUSPENDED FOR LONGER THAN 5 DAYS AFTER INITIAL START-UP, CONTRACTOR SHALL NOTIFY THE SUPERIOR CONSTRUCTION INSPECTION SUPERVISOR ONE (1) BUSINESS DAY PRIOR TO RESTART OF CONSTRUCTION.
12. IN THE EVENT OF AN EMERGENCY CONTACT SUPERIOR AT (303) 494-9477 DURING WORK HOURS OR (303) 438-6400 AFTER HOURS.
13. NOTIFY SUPERIOR AT (303) 499-3675 AND MOUNTAIN VIEW FIRE RESCUE DISTRICT AT (303) 494-3735 FOR ANY STREET CLOSURES AND EXISTING FIRE HYDRANTS TAKEN OUT OF SERVICE, AT LEAST TWO (2) BUSINESS DAYS PRIOR TO THE START OF CONSTRUCTION.
14. PRIOR TO ANY CONSTRUCTION ON THE PROJECT, THE CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION SITE VISIT WITH THE TOWN OF SUPERIOR REPRESENTATIVE TO VERIFY AND DOCUMENT THE EXISTING CONDITION OF ADJACENT PUBLIC IMPROVEMENTS.
15. THE CONTRACTOR SHALL VERIFY ACCURACY BETWEEN WORK SET FORT ON THESE CONSTRUCTION DOCUMENTS AND WORK REQUIRED IN THE FIELD. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND THE TOWN PRIOR TO THE START OF CONSTRUCTION. THE ENGINEER SHALL COORDINATE ANY PROPOSED CHANGES WITH THE TOWN.
16. THE CONTRACTOR SHALL RESTRICT CONSTRUCTION ACTIVITY TO PUBLIC RIGHT-OF-WAY, AREAS DEFINED AS PERMANENT AND/OR TEMPORARY CONSTRUCTION EASEMENTS, AND AREAS UNDER OWNERSHIP OF OWNER, UNLESS OTHERWISE AUTHORIZED BY THE AFFECTED PROPERTY OWNER AND ACKNOWLEDGED BY SUPERIOR. PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES, CONTRACTOR SHALL OBTAIN WRITTEN AGREEMENTS FOR INGRESS AND EGRESS FROM THE WORKSITE FROM ADJACENT PRIVATE PROPERTY OWNERS. ACCESS TO ANY ADJACENT PRIVATE PROPERTY SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
17. CONTRACTOR SHALL OBTAIN, AT HIS OWN EXPENSE, ALL APPLICABLE CODES, LICENSES, STANDARDS, PERMITS, BONDS, ETC. WHICH ARE NECESSARY TO PERFORM THE WORK.
18. CONTRACTOR SHALL KEEP ONE RECORD COPY OF ALL SPECIFICATIONS, DRAWINGS, ADDENDA, MODIFICATIONS, AND SHOP DRAWINGS AT THE SITE IN GOOD ORDER AND ANNOTATED TO SHOW ALL CHANGES MADE DURING THE CONSTRUCTION PROCESS. THESE SHALL BE AVAILABLE TO THE ENGINEER AND SHALL BE DELIVERED TO HIM FOR TOWN RECORDS UPON COMPLETION OF THE PROJECT.
19. THE ENGINEER SHALL REVIEW ALL SUBMITTALS PRIOR TO SENDING THE SUBMITTALS TO THE TOWN FOR ITS REVIEW.
20. THE PHYSICAL FEATURES SHOWN ON THIS PLAN ARE BASED ON THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL FEATURES, INCLUDING ALL UNDERGROUND AND ABOVE GROUND UTILITIES. PRIOR TO BEGINNING ANY WORK, THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AT 811.
21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES AND PROTECTING THE SAME. LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT ALL UTILITIES ARE NECESSARILY SHOWN. THE CONTRACTOR SHALL CONTACT TOWN, UNCC, AND APPROPRIATE ENTITIES TO LOCATE UNDERGROUND FACILITIES AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE EXACT LOCATION OF EACH UTILITY SHALL BE FIELD VERIFIED BEFORE COMMENCING WORK. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY OCCUR AS A RESULT OF THE CONTRACTOR'S FAILURE TO LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
22. CALL THE TOWN AT (303) 709-6727 FOR LOCATES OF EXISTING TOWN UTILITIES INCLUDING POTABLE AND NON-POTABLE WATER LINES, SANITARY SEWER LINES, STORM SEWER LINES, PUBLIC IRRIGATION LINES, AND TRAFFIC CONTROL DEVICES. CALL TWO (2) BUSINESS DAYS PRIOR, NOT INCLUDING THE DAY OF THE CALL, TO THE START OF CONSTRUCTION.

23. THE CONTRACTOR IS RESPONSIBLE FOR NOTIFICATION OF SUPERIOR UTILITY CUSTOMERS FOR POTENTIAL SERVICE OUTAGES AND TO COORDINATE WITH SUPERIOR PUBLIC WORKS FOR DETERMINATION OF MINIMUM TIME REQUIREMENTS. SUPERIOR PUBLIC WORKS SHALL BE NOTIFIED TWO (2) BUSINESS DAYS IN ADVANCE TO SCHEDULE AN OUTAGE.
24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING AND COORDINATING WITH THE APPROPRIATE UTILITY REPRESENTATIVES TO BE ON SITE DURING POTHOLES AND SHALL LIKEWISE BE RESPONSIBLE FOR DETERMINING THE TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.
25. LOCATIONS OF UTILITIES REPRESENT THE BEST KNOWN LOCATIONS AT THE TIME OF PREPARATION OF DRAWINGS. THE CONTRACTOR SHALL FIELD LOCATE ALL UTILITIES IN ADVANCE OF EXCAVATION. RELOCATION OF UTILITIES MAY OR MAY NOT BE NEEDED AFTER THEY ARE EXPOSED. WHEN THE CONTRACTOR DISCOVERS A DISCREPANCY IN LOCATIONS, THEY SHALL CONTACT THE ENGINEER IMMEDIATELY.
26. THE CONTRACTOR SHALL COOPERATE WITH COMPANIES TRYING TO COORDINATE WITH THE UTILITY ADJUSTMENT AND RELOCATION EFFORT. LINES NOT ADJUSTED OR RELOCATED SHALL BE PROTECTED BY THE CONTRACTOR IN PLACE. NO ADDITIONAL PAYMENT WILL BE ALLOWED FOR THE MINOR ADJUSTMENT OF STRUCTURES IN ORDER TO CLEAR A CONFLICTING UTILITY.
27. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING LIVE UTILITIES DURING CONSTRUCTION OPERATIONS AND SHALL HOLD TOWN OF SUPERIOR HARMLESS FOR ANY AND ALL DAMAGES TO LIVE UTILITIES ARISING FROM CONSTRUCTION OPERATIONS.
28. THE CONTRACTOR SHALL OBTAIN A CONSTRUCTION STORMWATER DISCHARGE PERMIT AND CONSTRUCTION DEWATERING PERMIT FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENTAL (CDPHE). CDPHE MAY TAKE UP TO 30 DAYS TO RESPOND TO A PERMIT REQUEST.
29. THE CONTRACTOR SHALL MAINTAIN DRAINAGE DURING CONSTRUCTION. THE REPAIR OF DAMAGES RESULTING FROM DRAINAGE AND RUNOFF IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.
30. THE CONTRACTOR SHALL PROTECT ALL WORK AREAS AND FACILITIES FROM WATER AT ALL TIMES. AREAS AND FACILITIES SUBJECTED TO FLOODING, REGARDLESS OF THE SOURCE OF WATER SHALL BE PROMPTLY DEWATERED AND RESTORED BY THE CONTRACTOR.
31. A CONSTRUCTION WATER PERMIT SHALL BE OBTAINED FROM THE TOWN OF SUPERIOR AND A HYDRANT METER WILL BE PROVIDED BY THE TOWN FOR A NOMINAL FEE AS A DEPOSIT. THE DEPOSIT WILL BE RETURNED ONCE THE CONTRACTOR RETURNS THE HYDRANT METER. ALL CONSTRUCTION WATER SHALL BE OBTAINED FROM THE TOWN AND MEASURED THROUGH A HYDRANT METER. THE TOWN WILL NOT CHARGE FOR THE CONSTRUCTION WATER.
32. ALL CONSTRUCTION ACTIVITIES MUST COMPLY WITH THE STATE OF COLORADO PERMITTING PROCESS FOR "STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES". FOR INFORMATION CONTACT CDPHE WATER QUALITY CONTROL DIVISION AT (303) 692-3150.
33. ANY CONSTRUCTION DEBRIS OR MUD TRACKED ONTO EXISTING ROADWAYS SHALL BE REMOVED IMMEDIATELY BY THE CONTRACTOR. IN NO CASE SHALL THE STREETS AND SIDEWALKS BE LEFT UNCLEAN AFTER COMPLETION OF THE DAY'S WORK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE NECESSARY EQUIPMENT AND MATERIALS TO THE CLEAN THE STREETS AND SIDEWALKS.
34. ALL CONSTRUCTION ACTIVITIES MUST COMPLY WITH THE COLORADO PERMITTING PROCESS FOR "FUGITIVE DUST EMISSIONS ASSOCIATED WITH CONSTRUCTION ACTIVITIES". WATER SHALL BE USED AS A DUST PALLIATIVE AS LONG AS REQUIRED.
35. THE CONTRACTOR SHALL LIMIT CONSTRUCTION ACTIVITIES TO THOSE AREAS WITHIN THE LIMITS OF DISTURBANCE AND/OR TOES OF SLOPE AS SHOWN ON THE PLANS AND CROSS SECTIONS.
36. THE CONTRACTOR SHALL ALSO PERFORM CONSTRUCTION ACTIVITIES TO AVOID UNNECESSARY IMPACTS TO EXISTING VEGETATION. ANY DISTURBANCE BEYOND THESE LIMITS SHALL BE RESTORED TO ORIGINAL CONDITIONS BY THE CONTRACTOR AT HIS OWN EXPENSE.
37. CONSTRUCTION ACTIVITIES, IN ADDITION TO NORMAL CONSTRUCTION PROCEDURES SHALL INCLUDE THE PARKING OF VEHICLE OR EQUIPMENT, DISPOSAL OF LITTER AND ANY OTHER ACTION WHICH WOULD ALTER EXISTING CONDITIONS. DURING ALL CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL KEEP ALL EQUIPMENT AND MATERIALS WITHIN THE LIMITS OF THE DISTURBANCE AREA.
38. THE CONTRACTOR SHALL PROTECT ALL EXISTING SURVEY MONUMENTS, BENCHMARKS, PROPERTY CORNERS, REFERENCE POINTS, STAKES, AND OTHER SURVEY REFERENCE MONUMENTS OR MARKERS DESIGNATED TO REMAIN IN PLACE FROM DAMAGE DURING CONSTRUCTION OPERATIONS. ANY MONUMENTS DISTURBED BY THE CONTRACTOR SHALL BE RESET AT THE CONTRACTOR'S OWN EXPENSE UNDER THE DIRECTION OF A COLORADO LICENSED PROFESSIONAL LAND SURVEYOR. THE CONTRACTOR SHALL DOCUMENT PRE-CONSTRUCTION CONDITIONS WITH PHOTOGRAPHY AND VIDEOGRAPHY.
39. THE CONTRACTOR SHALL COORDINATE WITH ADJACENT PROPERTY OWNERS TO ENSURE THEIR LANDSCAPING IS PROTECTED AND PROPERLY CARED FOR SHOULD THE PROJECT DISTURB OR INTERRUPT NORMAL MAINTENANCE.
40. NO OVERWEIGHT TRUCKS WILL BE ALLOWED ON TOWN OF SUPERIOR STREETS.
41. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY PROBLEM IN CONFORMING TO THE APPROVED PLANS FOR ANY ELEMENTS OF THE IMPROVEMENTS PRIOR TO CONSTRUCTION.
42. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS AT AND ADJACENT TO THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGGERS, OR OTHER DEVICES NECESSARY TO PROVIDE FOR PUBLIC SAFETY IN CONFORMANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. THIS SHALL APPLY TO THE PROJECT DURING THE ENTIRE TIME FRAME DURING ALL HOURS AND NOT LIMITED TO WORKING HOURS.
43. TRAFFIC AND PEDESTRIAN CONTROL DEVICES SHALL BE IN CONFORMANCE WITH THE LATEST VERSION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) (INCLUDING ANY COLORADO SUPPLEMENT STANDARDS)
44. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE AND CLEANING OF TRAFFIC CONTROL DEVICES. EXISTING PAVEMENT MARKINGS SHALL BE MAINTAINED DURING CONSTRUCTION OPERATIONS, IN CONFORMANCE WITH THE CONSTRUCTION DOCUMENTS AND THE DESIGN STANDARDS AND SPECIFICATIONS.
45. REMOVAL OF EXISTING PAVEMENT MARKINGS SHALL BE ACCOMPLISHED BY A METHOD THAT DOES NOT MATERIALLY DAMAGE THE SURFACE OR TEXTURE OF THE PAVEMENT OR EXISTING SURFACING. THE PAVEMENT MARKINGS SHALL BE REMOVED TO THE EXTENT THAT THEY ARE NOT VISIBLE UNDER DAY OR NIGHT CONDITIONS.
46. ALL REGULATORY, WARNING, GUIDE AND OTHER SIGNS ON THIS PROJECT SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR. ALL SIGNS AND SIGN PLACEMENT SHALL CONFORM TO THE LATEST VERSION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.) (INCLUDING ANY COLORADO SUPPLEMENT STANDARDS)

47. AT LEAST 5 WORKING DAYS PRIOR TO BEGINNING OF CONSTRUCTION ACTIVITIES THE TRAFFIC AND PEDESTRIAN CONTROL PLAN SHALL BE SUBMITTED TO THE TOWN OF SUPERIOR FOR REVIEW AND APPROVAL. THE PLAN SHALL BE PREPARED BY A CERTIFIED TRAFFIC CONTROL SUPERVISOR. NO WORK SHALL BEGIN UNTIL ALL TRAFFIC AND PEDESTRIAN CONTROL DEVICES HAVE BEEN PLACED IN ACCORDANCE WITH THE APPROVED PLAN. THE CONTRACTOR SHALL CONTINUOUSLY MAINTAIN THE TRAFFIC AND PEDESTRIAN CONTROL DEVICES FOR THE DURATION OF THE PROJECT.
48. STATIONS, ELEVATIONS AND DIMENSIONS CONTAINED IN THESE PLANS ARE CALCULATED FROM RECENT SURVEY. THE CONTRACTOR SHALL VERIFY CONSTRUCTION STAKING DEPENDENT DIMENSIONS IN THE FIELD BEFORE ORDERING OR FABRICATING MATERIAL.
49. IF A CONFLICT EXISTS OR A DESIGN MODIFICATION IS REQUIRED THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER TO MODIFY THE DESIGN. DESIGN MODIFICATIONS SHALL BE REVIEWED AND APPROVED BY THE TOWN OF SUPERIOR PRIOR TO BEGINNING CONSTRUCTION.
50. IN CASE EXISTING CONDITIONS OR DIMENSIONS VARY FROM THOSE SHOWN ON APPROVED DRAWINGS, CONTRACTOR SHALL NOTIFY THE ENGINEER SO PROPER ADJUSTMENTS CAN BE MADE.
51. PROOF-ROLL SUBGRADE BELOW ALL CONCRETE CURB AND GUTTER, SIDEWALK, PATH, CONCRETE AND ASPHALT PAVEMENTS WITH A PNEUMATIC-TIRED AND LOADED 10-WHEEL, TANDEM-AXLE DUMP TRUCK OR WATER TRUCK WEIGHING NOT LESS THAN 18 KIPS PER AXLE TO IDENTIFY SOFT POCKETS AND AREAS OF EXCESS YIELDING. DO NOT PROOF-ROLL WET OR SATURATED SUBGRADES. COMPLETELY PROOF-ROLL SUBGRADE WITH 2 PASSES IN ONE DIRECTION. LIMIT VEHICLE SPEED TO 3 MPH. EXCAVATE SOFT SPOTS, UNSATISFACTORY SOILS, AND AREAS OF EXCESSIVE PUMPING OR RUTTING, AS DETERMINED BY ENGINEER, AND REPLACE WITH COMPACTED BACKFILL OR FILL MEETING THE PROJECT SPECIFICATIONS.
52. ALL UTILITY EASEMENTS MUST REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THE ENTIRE LENGTH FOR MAINTENANCE EQUIPMENT.
53. EMERGENCY ACCESS MUST BE MAINTAINED AT ALL TIMES.
54. WASTE MATERIALS SHALL BE DISPOSED OF BY THE CONTRACTOR. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN A DISPOSAL SITE FOR UNUSED MATERIAL, AND HAZARDOUS WASTE MATERIAL.
55. THE CONTRACTOR SHALL MAINTAIN A MANIFEST OF HAZARDOUS MATERIAL AND PROVIDE THE TOWN OF SUPERIOR WITH A COPY OF THE MANIFEST AT THE COMPLETION OF THE PROJECT.
56. ALL EXISTING UTILITIES AND IMPROVEMENTS INCLUDING BUT NOT LIMITED TO STREETS, UTILITY LINES, FENCES, STREET LIGHTS, SIGNS, CONCRETE CURB AND GUTTER, SIDEWALKS, BIKE PATHS, METER PITS, METER VAULTS, IRRIGATION SYSTEMS, LANDSCAPE SHALL BE REPAIRED OR REPLACED TO AN EQUAL OR BETTER CONDITION PRIOR TO ACCEPTANCE OF COMPLETED WORK.
57. OWNER SHALL SUBMIT A PAPER COPY OF REDLINED RECORD CONSTRUCTION DOCUMENTS TO SUPERIOR PRIOR TO THE CONSTRUCTION ACCEPTANCE INSPECTION. REFER TO SECTION 200 OF THE DESIGN STANDARDS AND SPECIFICATIONS FOR ADDITIONAL RECORD DOCUMENT SUBMITTAL REQUIREMENTS.
58. PRIOR TO CONSTRUCTION ACCEPTANCE, ENGINEER SHALL SUBMIT A PLAN OF PROPOSED LOCATIONS FOR INSTALLATION OF RANGE POINTS TO SUPERIOR FOR APPROVAL. RANGE POINTS SHALL BE SET IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLES 51 AND 53 OF TITLE 38 OF THE COLORADO REVISED STATUES, AND AS REQUIRED BY THE BYLAWS AND RULES OF PROCEDURE OF THE COLORADO STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS. RANGE POINTS SHALL BE SET IN VALVE BOXES THAT COMPLY WITH THE DESIGN STANDARDS AND SPECIFICATIONS WITH LIDS MARKED "SURVEY POINT" OR AS OTHERWISE APPROVED BY THE TOWN
59. ENGINEER SHALL SUBMIT ALL DETENTION POINTS TO THE CDOT COLORADO STORMWATER DETENTION AND INFILTRATION FACILITIES DATABASE THAT MEETS THE REQUIREMENTS OF STATE 37-92-602 (8) PRIOR TO OPERATION OF THE DETENTION FACILITY.
60. ALL DEDICATED PUBLIC IMPROVEMENTS ON THE PROJECT SHALL BE WARRANTED FOR A PERIOD OF 2 YEARS FROM THE DATE OF INITIAL ACCEPTANCE BY THE TOWN OF SUPERIOR.
61. ALL INFRASTRUCTURE INSTALLED UNDERGROUND SHALL BE ELECTRONICALLY LOCATABLE USING COLOR CODED SOLID 10 AWG TRACER WIRE TERMINATING IN A CP MINI TEST STATION. FIRE HYDRANT TRACER WIRE AND CATHODIC PROTECTION SHALL BE LOCATED IN A GLENN 4 TEST STATION.

**ISSUED FOR BID**

REVISONS		Description	
No.	Date	By	Chk
1	2.2.26	WSS	JFM

Job #	25123
Date	10/15/25
Drawn By	WSS
Designed By	WSS
Checked By	JCY
File	JT-Gen notes.dwg
Scale	As Shown

Sheet: **2** of **16**

**J&T Consulting, Inc.**

305 Denver Avenue - Suite D  
Fort Lupton, CO 80621  
Ph: 303-857-6222  
www.jtconsulting.com

**Indiana Street Improvements**

General Notes

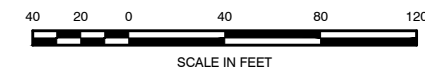
**Town of Superior**





**NOTES:**

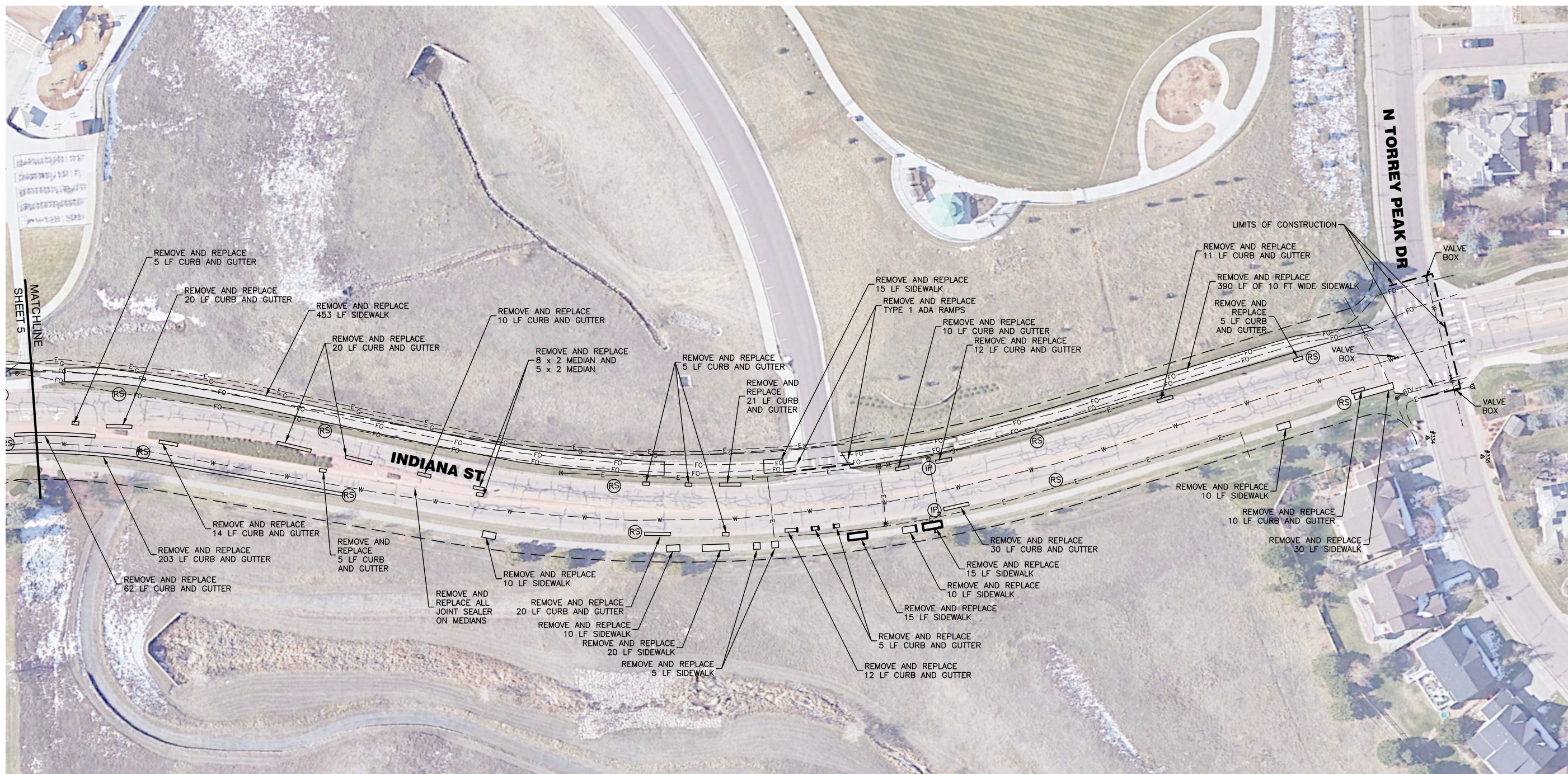
1. ALL LANES SHALL BE FULL DEPTH RECONSTRUCTION WITH FLYASH = TYPE C - 12" AT 10% ADD BY WEIGHT AND CEMENT = TYPE II MODIFIED - 12" AT 4% ADD BY WEIGHT STABILIZATION WITH 7" ASPHALT PAVEMENT.
2. FINISHED GRADE PAVEMENT TO BE 1/2" ABOVE GUTTER.



REVISIONS		Description
No.	Date	By
1	2.2.26	WSS

Job #	25123
Date	10/15/25
Drawn By	WSS
Designed By	JCY
Checked By	JCY
File	JT-Indiana site.dwg
Scale	As Shown
Sheet:	4 of 16

**ISSUED FOR BID**



**NOTES:**

1. ALL LANES SHALL BE FULL DEPTH RECONSTRUCTION WITH FLYASH = TYPE C - 12" AT 10% ADD BY WEIGHT AND CEMENT = TYPE II MODIFIED - 12" AT 4% ADD BY WEIGHT STABILIZATION WITH 7" ASPHALT PAVEMENT.
2. ALL COLORED CONCRETE SHALL MATCH EXISTING COLOR. CONTRACTOR TO PROVIDE COLOR SAMPLES FOR TOWN TO SELECT.
3. FINISHED GRADE PAVEMENT TO BE 1/2" ABOVE GUTTER.

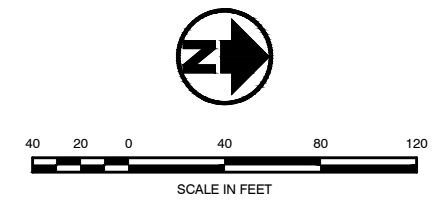
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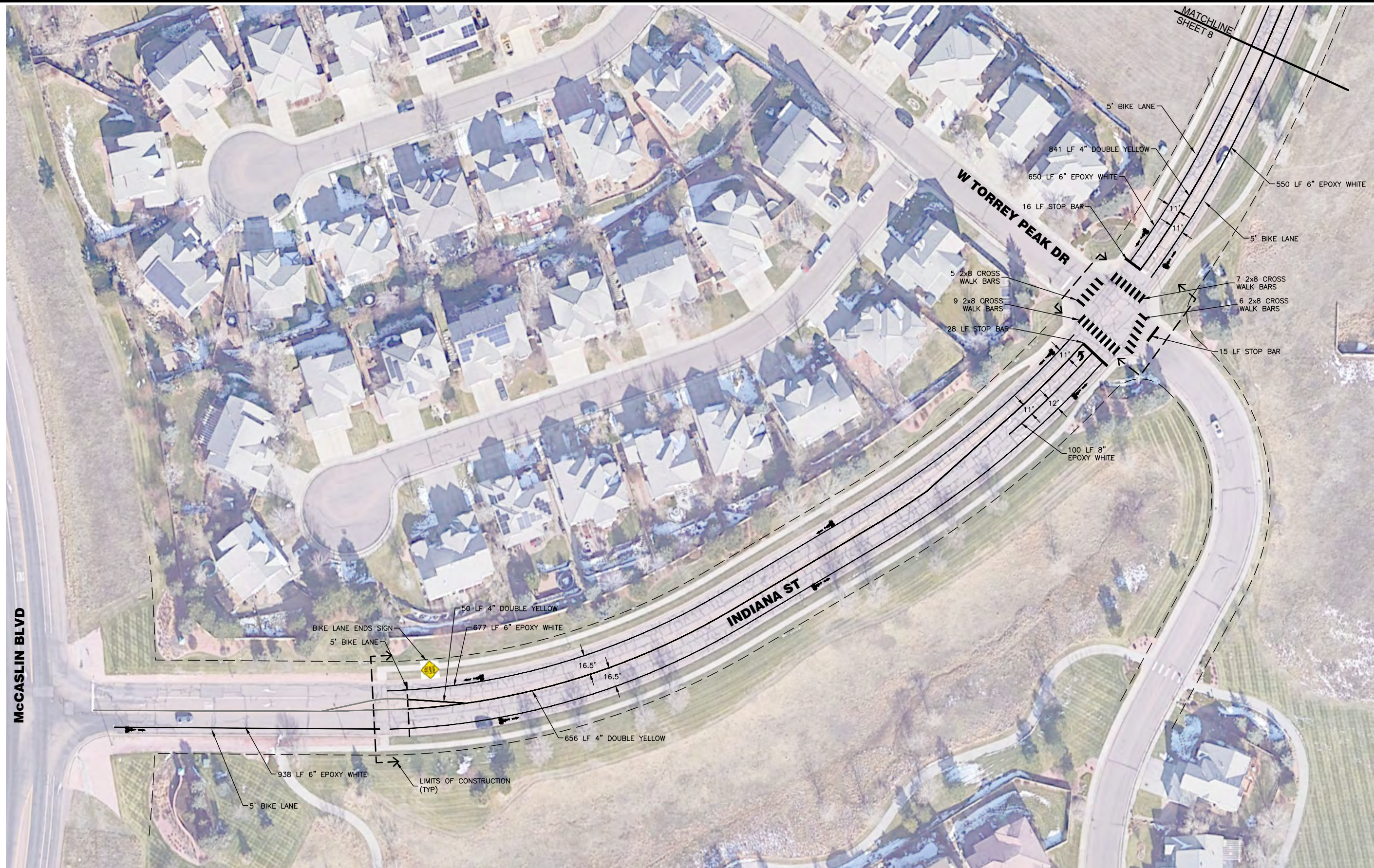
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1	2.2.26	WSS	JFM	town comments

Job #	25123
Date	10/15/25
Drawn By	WSS
Designed By	WSS
Checked By	JCY
File	JT-Indiana site.dwg
Scale	As Shown

Sheet: **6** of **16**

**ISSUED FOR BID**



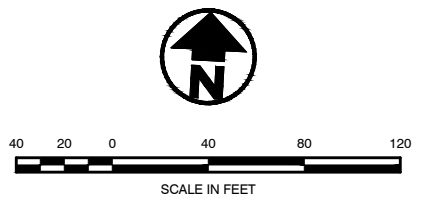


REVISIONS		Description
No.	Date	By
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		JFX

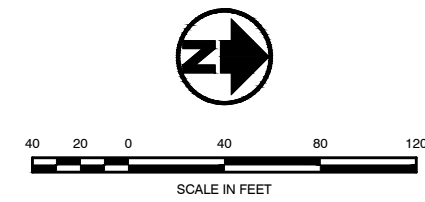
**ISSUED FOR BID**

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 Date 10/15/25  
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 Designed By WSS  
 Checked By JCY  
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Sheet: **7** of 16





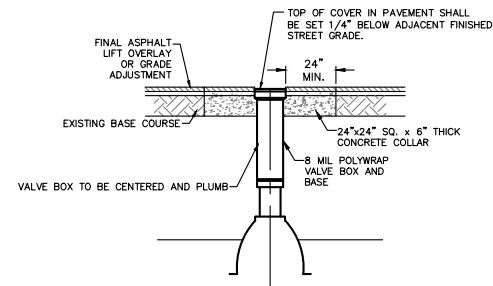


**ISSUED FOR BID**

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Job # 25123  
 Date 10/15/25  
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 File JT-Indiana Striping.dwg  
 Scale As Shown

Sheet: 9 of 16

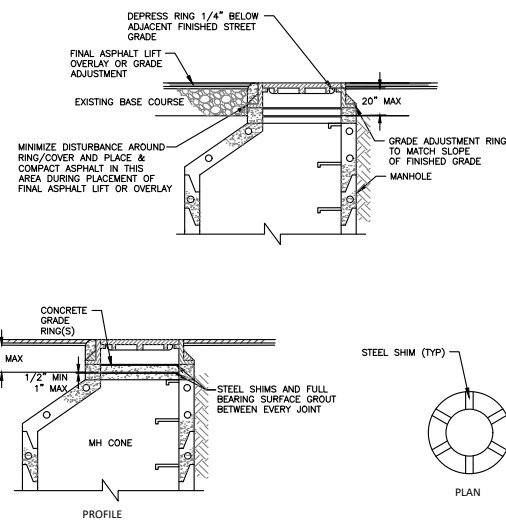


THESE DETAILS ARE PROVIDED FOR STANDARDIZATION PURPOSES ONLY. THIS DETAIL REPRESENTS MINIMUM DESIGN STANDARDS WHICH MAY REQUIRE UPGRADING FOR SPECIFIC APPLICATIONS. N.T.S.



**VALVE BOX ADJUSTMENT**

DATE: JANUARY 2019 SHEET 400-6



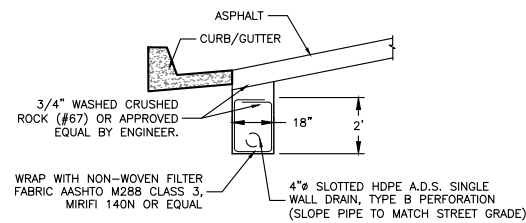
- NOTES:**
1. FULL BEARING SURFACE SHALL BE GROUDED WITH STEEL SHIMS, MINIMUM 6 LOCATIONS AROUND MANHOLE TO MATCH PROFILE OF ADJACENT SURFACES.
  2. SMOOTH CHIMNEY INSIDE AND OUTSIDE WITH GROUT

THESE DETAILS ARE PROVIDED FOR STANDARDIZATION PURPOSES ONLY. THIS DETAIL REPRESENTS MINIMUM DESIGN STANDARDS WHICH MAY REQUIRE UPGRADING FOR SPECIFIC APPLICATIONS. N.T.S.



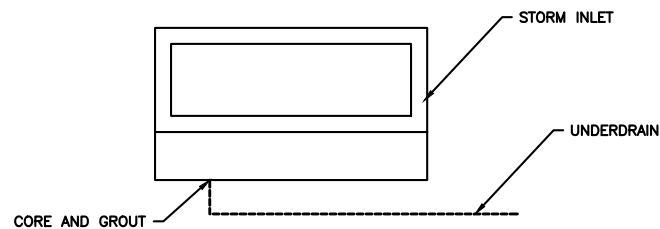
**MANHOLE RING AND COVER ADJUSTMENT DETAIL**

DATE: JANUARY 2019 SHEET 400-24



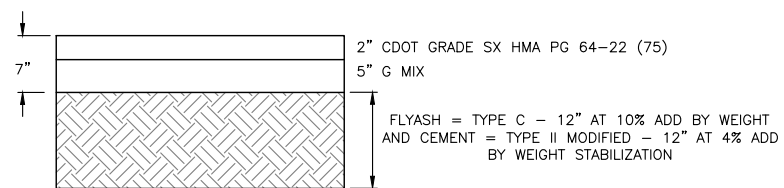
**ROADWAY UNDERDRAIN DETAIL**

- NOTES:**
1. UNDERDRAIN PIPE SHALL BE CONNECTED TO A STORM SEWER INLET. PIPE TO BE INSERTED THROUGH WALL OF INLET AND PENETRATION SHALL BE GROUDED AROUND PIPE TO ENSURE IT IS WATER TIGHT.



**INLET UNDERDRAIN DETAIL**

- NOTES:**
1. PLACE MINIMUM 10 LF OF UNDERDRAIN PIPE ADJACENT TO ALL INLETS IF NO OTHER UNDERDRAIN IS PRESENT



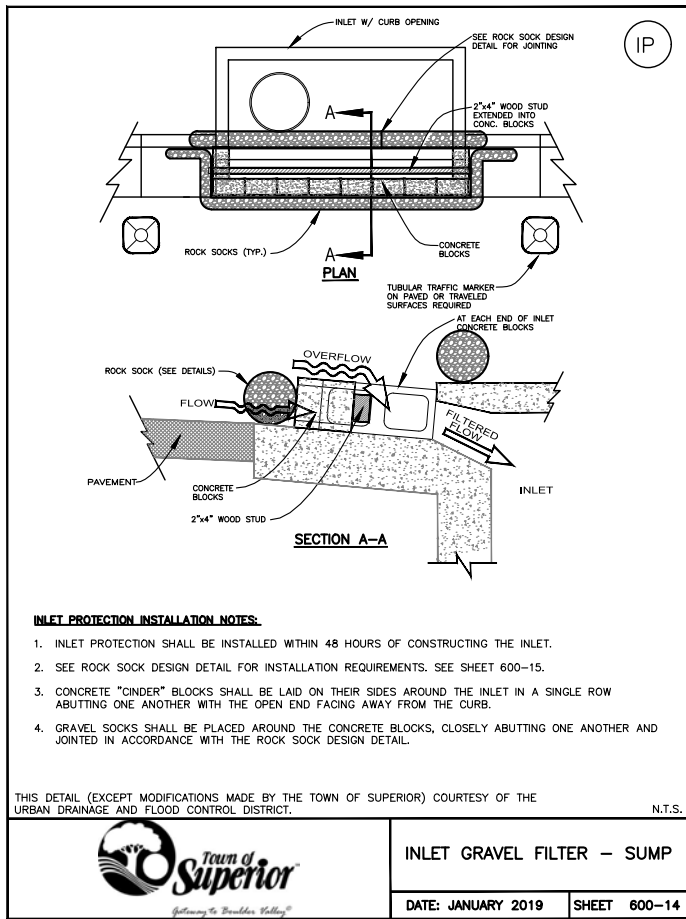
**ASPHALT SECTION**

**ISSUED FOR BID**

REVISIONS		Description
No.	Date	By
1	2.2.26	WSS

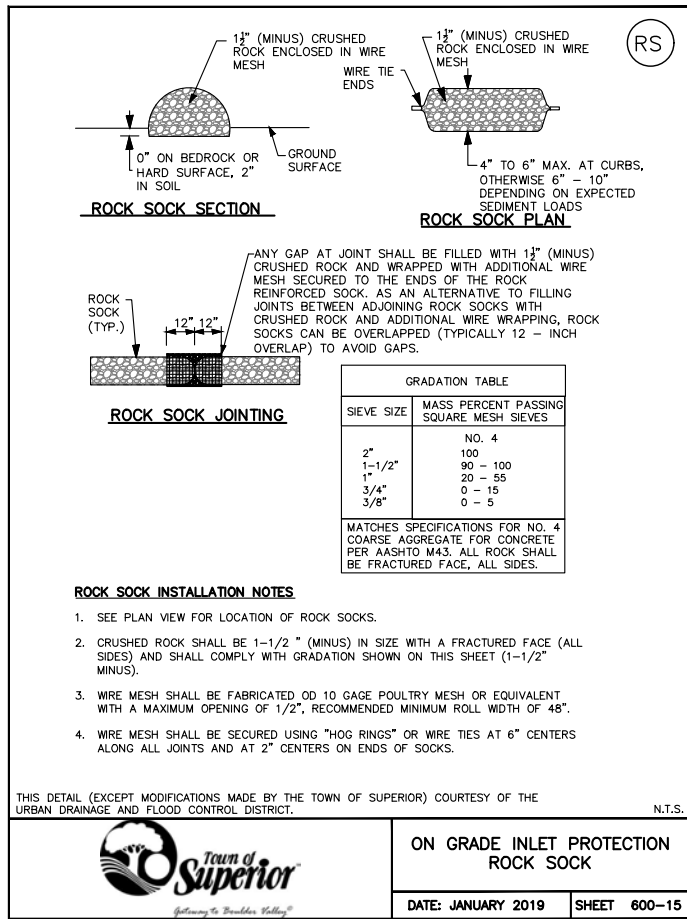
Job #	25123
Date	10/15/25
Drawn By	WSS
Designed By	WSS
Checked By	JCY
File	JT-Details.dwg
Scale	As Shown

Sheet: **10** of: **16**



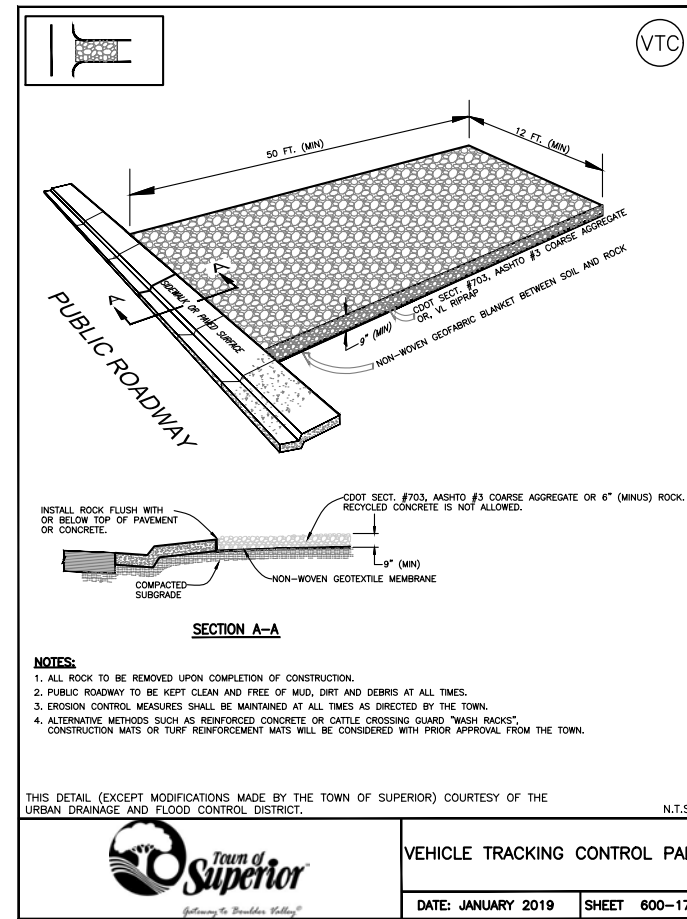
INLET GRAVEL FILTER – SUMP

DATE: JANUARY 2019 SHEET 600-14



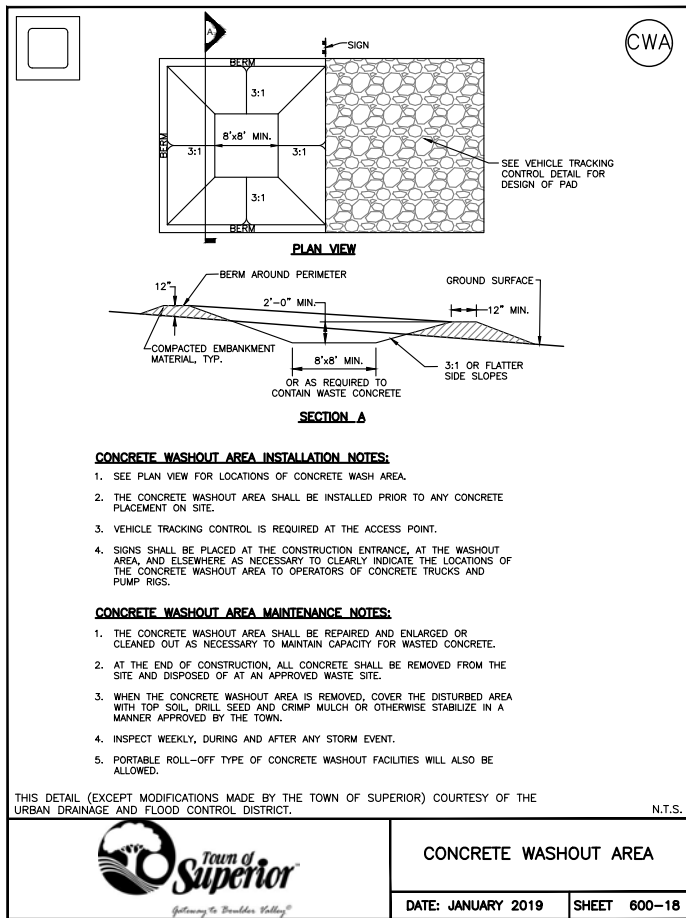
ON GRADE INLET PROTECTION ROCK SOCK

DATE: JANUARY 2019 SHEET 600-15



VEHICLE TRACKING CONTROL PAD

DATE: JANUARY 2019 SHEET 600-17



CONCRETE WASHOUT AREA

DATE: JANUARY 2019 SHEET 600-18

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

**Indiana Street Improvements**  
 Erosion Control Details

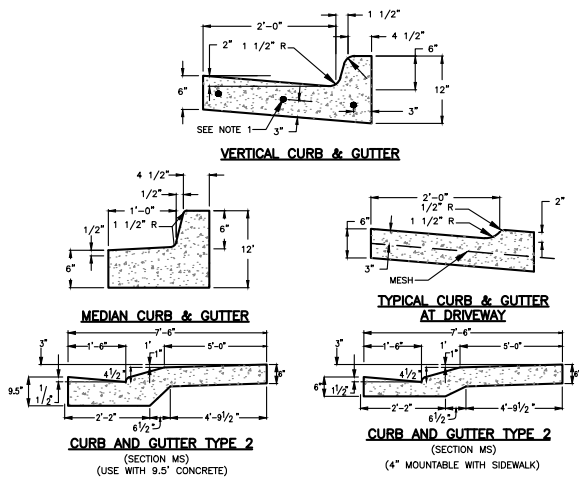
**Town of Superior**

No.	Date	By	Chk	REVISIONS	
				Description	Town Comments
1	2.2.26	WSS	JFM		

Job #	25123
Date	10/15/25
Drawn By	WSS
Designed By	WSS
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File	JT-Details.dwg
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Sheet: or: **11** of **16**

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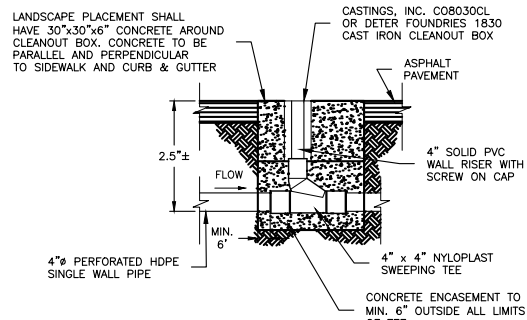
- NOTES:**
- NO. 5 EPOXY COATED REBAR SHALL BE USED IN ALL CURB RETURNS WITH 25' OR LARGER RADIUS. THE REBAR SHALL BE USED FROM BEGINNING TO END OF THE CURB RETURN AND BE FULLY SUPPORTED WITH STEEL CHAIRS.
  - SUBGRADE UNDER CURB, GUTTER AND SIDEWALK TO BE COMPACTED TO 95% AASHTO T-180.
  - ALL ATTACHED SIDEWALK SHALL BE PLACED MONOLITHIC WITH THE CURB AND GUTTER.
  - CONCRETE TO BE C/D CLASS B/D 4,500 PSI STRENGTH.
  - REMOVE AND REPLACE SECTIONS OF CURB AND GUTTER/SIDEWALK SHALL BE REMOVED FROM CONTROL JOINT TO CONTROL JOINT. #5 X 24 INCH EPOXY COATED REBAR DOWELS SHALL BE DRILLED AND EPOXYED 12 INCHES INTO EXISTING CONCRET, MINIMUM 3 LOCATIONS.

THESE DETAILS ARE PROVIDED FOR STANDARDIZATION PURPOSES ONLY. THIS DETAIL REPRESENTS MINIMUM DESIGN STANDARDS WHICH MAY REQUIRE UPGRADING FOR SPECIFIC APPLICATIONS. N.T.S.



**CURB, GUTTER, AND WALK**

DATE: JANUARY 2019 SHEET 800-1



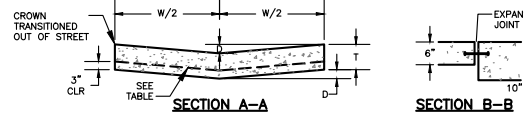
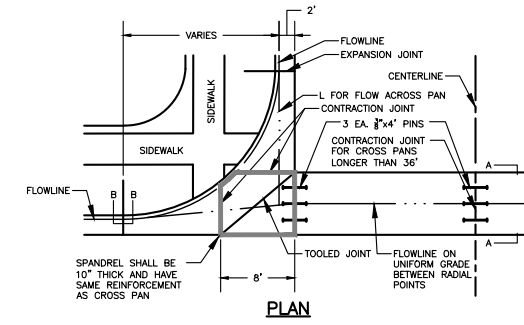
- NOTES:**
- CLEAN OUTS TO BE PLACED AT END OF CURB DRAIN (HIGH POINT) AND AT A MAXIMUM SPACING OF EVERY 400'.
  - PLACE DOUBLE CLEANOUTS AT HIGH POINTS, TOP OF CUL-DE-SACS, AND AS DIRECTED BY TOWN ENGINEER.

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**CURB DRAIN CLEANOUT**

DATE: JANUARY 2019 SHEET 800-3



NOTE: CONCRETE TO BE C/D CLASS B/D 4,500 PSI

WIDTH (W)	DEPTH (D)	THICKNESS (T)
8'	2"	10"
10'	2 1/2"	10"

USE 10' PAN WHEN PARALLEL TO ARTERIALS AND COLLECTORS

PAN LENGTH	REPLACE WITH EPOXY COATED REBAR HAVING END AREA OF
36'	0.10 SQ. IN. PER FT. (#4@18" E.W.)
48'	0.13 SQ. IN. PER FT. (#4@18" E.W.)
64'	0.20 SQ. IN. PER FT. (#4@12" E.W.)
84'	0.26 SQ. IN. PER FT. (#4@9" E.W.)

\* 1" IF TEMPLATES ARE NOT USED

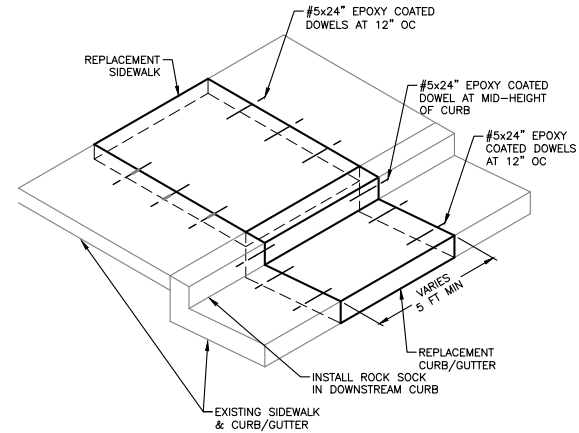
**CONTRACTION OR WEAKENED PLANE JOINT**

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**CROSS PAN**

DATE: JANUARY 2019 SHEET 800-5



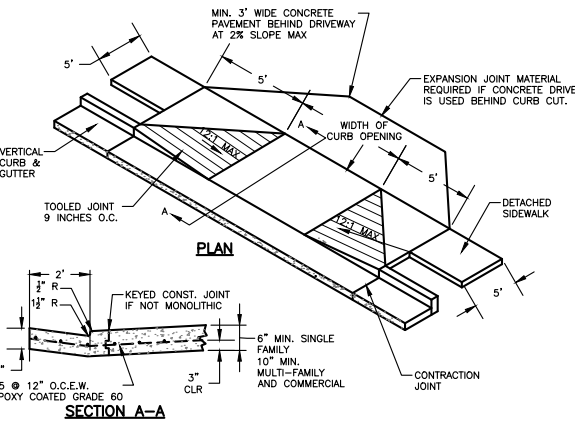
- NOTE:**
- 12" OF SUBGRADE TO BE REMOVED AND REPLACED WITH CLASS 6 RECYCLED CRUSHED CONCRETE ROADBASE

THESE DETAILS ARE PROVIDED FOR STANDARDIZATION PURPOSES ONLY. THIS DETAIL REPRESENTS MINIMUM DESIGN STANDARDS WHICH MAY REQUIRE UPGRADING FOR SPECIFIC APPLICATIONS. N.T.S.



**SIDEWALK REPLACEMENT VERTICAL CURB/ATTACHED WALK**

DATE: JANUARY 2019 SHEET 800-8



- NOTES:**
- EXTEND BACK OF CURB CUT TO BACK OF SIDEWALK.
  - TOWN ENGINEER SHALL APPROVE LOCATION OF CURB CUT BEFORE CONSTRUCTION.
  - AN ACCESS SHALL BE LIMITED TO RIGHT TURNS ONLY, UNLESS (1) IT HAS THE POTENTIAL FOR SIGNALIZATION, (2) LEFT TURNS WOULD NOT CREATE UNREASONABLE CONGESTION OR SAFETY PROBLEMS AND LOWER THE LEVEL OF SERVICE, AND (3) ALTERNATIVES TO THE LEFT TURNS WOULD NOT CAUSE UNACCEPTABLE TRAFFIC OPERATION AND SAFETY PROBLEMS TO THE GENERAL STREET SYSTEM.
  - CONCRETE TO BE 4,500 psi STRENGTH.
  - CAST IRON TRUNCATED DOME WARNING PLATES SHALL BE REQUIRED IN SIDEWALKS CONNECTING TO DRIVEWAY/ALLEYWAY CUTS IN COMMERCIAL AREAS.

WIDTH OF CURB OPENINGS (UNITS)

	RESIDENTIAL SF	COMMERCIAL MF	SERVICE STATION	INDUSTRIAL
MINOR COLLECTOR LOCAL	NA	30-35	40-50	40-50
	8-24	30-35	40-50	40-50

CURB OPENINGS 30' OR MORE MUST BE CONSTRUCTED WITH RADIUS CURB RETURNS.

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**DRIVEWAY CUT**

DATE: JANUARY 2019 SHEET 800-9

**GENERAL NOTES FOR CURB RAMPS:**

- THE FOLLOWING CURB RAMP TYPES ARE GENERAL REPRESENTATIONS AND MAY REQUIRE MODIFICATION TO FIT ACTUAL FIELD CONDITIONS. MOST APPLICATIONS WITHIN THE TOWN ARE RETROFIT SITUATIONS WHERE ONE OR MORE CONSTRAINTS SUCH AS LIMITED R.O.W., SIGNIFICANT GRADE DIFFERENCES, AND DRAINAGE CONCERNS MUST BE TAKEN INTO ACCOUNT IN LOCATING THE CURB RAMPS. DESIGN RESOURCES ARE AVAILABLE WITHIN THE TOWN TO ASSIST WITH THE PROPER SELECTION AND APPLICATION OF RAMP TYPE TO MAINTAIN APPLICABLE STANDARDS.
- CURB RAMPS ALIGNED IN THE DIRECTION OF PEDESTRIAN TRAVEL ARE THE PREFERRED STANDARD FOR NEW RAMP CONSTRUCTION. DIRECTIONAL RAMPS SHALL BE POSITIONED TO DIRECTLY ALIGN WITH OPPOSING CURB RAMPS, UNLESS SPECIFICALLY APPROVED OTHERWISE BY PUBLIC WORKS.
- PLACEMENT OF DIAGONAL OR MID-BLOCK CURB RAMPS MUST BE APPROVED BY PUBLIC WORKS.
- FOR EACH CURB RAMP INSTALLATION, ADDITIONAL REMOVAL AND REPLACEMENT OF EXISTING SIDEWALKS MAY BE REQUIRED TO FACILITATE PROPER TRANSITIONS TO RAMP.
- CURB RAMPS SHALL MATCH APPROACHING CLEAR SIDEWALK WIDTH, OR 5' MINIMUM, WHICHEVER IS GREATER. CURB RAMP THROAT WIDTH SHALL NOT EXCEED 8'.
- THE DISTANCE BETWEEN THE FLOW LINE (FL) AND THE BACK OF THE CURB RAMP IS VARIABLE DEPENDENT ON SITE CONDITIONS BUT SHALL BE NO LESS THAN 5'-6" AT THE RAMP CENTERLINE. IN NO CASE MAY THE RAMP SLOPE EXCEED 1" PER FOOT (12:1), OR BE LESS THAN 1/4" PER FOOT (24:1), EXCEPT AS ALLOWED BY APPLICABLE REGULATIONS.
- THE MAXIMUM CROSS SLOPE OF THE CURB RAMP SURFACE SHALL BE 2%, WHERE RAMPS ARE BEING CONSTRUCTED ON EXISTING STREETS. THE CROSS SLOPE OF THE RAMP CAN INCREASE BEYOND 2% TO MATCH THE LONGITUDINAL STREET FLOWLINE GRADES AT THE BOTTOM OF THE RAMP. FOR CONSTRUCTION OF MULTIPLE CURB RAMPS AT CORNERS, THE LONGITUDINAL GRADE OF THE CURB AND GUTTER BETWEEN THE RAMPS SHALL NOT EXCEED AN AMOUNT THAT CAUSES EITHER RAMP TO FALL UNDESIRABLE SLOPES AS DEFINED IN NOTE 6.
- THE MAXIMUM 'SLOPE' OF THE GUTTER IN FRONT OF THE RAMP SHALL BE 5/8" PER FOOT (20:1). FOR A STANDARD 2' GUTTER PAN, THIS RESULTS IN A MAXIMUM GUTTER DEPTH OF NO MORE THAN 1 3/4". TO TRANSITION FROM THE STANDARD 2" GUTTER DEPTH TO THE 1 3/8" DEPTH IN FRONT OF THE RAMP, WARP THE GUTTER UP IN A 5' CURB AND GUTTER SECTION ADJACENT TO THE RAMP. AT THE DISCRETION OF PW, THE 1 3/8" GUTTER DEPTH MAY BE CONTINUED AROUND THE FULL CURB RETURN RADIUS.
- A LEVEL (2% SLOPE MAX IN ANY DIRECTION) LANDING AREA, 5' DEEP TYPICAL BY THE WIDTH OF THE RAMP THROAT SHALL BE REQUIRED AT THE TOP OF EACH CURB RAMP. THE DEPTH OF THE LEVEL LANDING AREA IS TYPICALLY SET AT 5' TO MATCH WIDTH OF APPROACHING SIDEWALKS, BUT IN NO CASES SHALL BE LESS THAN 4'.
- IF POSSIBLE, DRAINAGE STRUCTURES SHALL NOT BE PLACED IN LINE WITH RAMPS. LOCATION OF THE RAMP SHALL TAKE PRECEDENCE OVER LOCATION OF THE DRAINAGE STRUCTURE, EXCEPT WHERE EXISTING STRUCTURES ARE BEING PRESERVED IN NEW CONSTRUCTION AREAS.
- ALL CURB RAMPS SHALL BE CONSTRUCTED WITH TACTILE WARNINGS (CAST IRON TRUNCATED DOME PANEL) AS DEFINED IN THE AMERICANS WITH DISABILITIES ACT ACCESS GUIDELINES (ADAAG) LATEST REVISION. THE CAST IRON TRUNCATED DOME PANEL(S) SHALL BE INSTALLED ACROSS THE FULL WIDTH OF THE RAMP, AND SET SO THAT THE CLOSEST POINT(S) TO THE STREET IS 6" FROM THE FACE OF CURB/FLOWLINE. AT NO POINT SHALL THE STREET EDGE OF THE TRUNCATED DOME PANEL BE LOCATED MORE THAN 8" FROM THE FACE OF CURB/ FLOWLINE.
- AS POSSIBLE, THE TRUNCATED DOME PATTERN SHALL BE LAID OUT PARALLEL TO THE DIRECTION OF PEDESTRIAN TRAVEL. THIS PARAMETER SHALL BE SECONDARY TO REQUIREMENTS OF NOTE 11.
- CAST IRON TRUNCATED DOME PANELS SHALL BE BARE METAL CONTRAST WITH THE ADJOINING WALK SURFACE AS REQUIRED BY ADAAG, EXCEPT WHEN RETROFITTING OLD RED CONCRETE RAMPS OR WHERE SHOWN ON BLENDED TRANSITION RAMPS, AND THEN THE COLOR SHALL BE GRAY. COLORS MUST BE APPROVED BY PW PRIOR TO CONSTRUCTION.
- CONCRETE FOR CURB RAMP CONSTRUCTION SHALL NOT BE STAINED OR HAVE COLOR ADDED.
- A SAMPLE OF THE CAST IRON TRUNCATED DOMES SHALL BE SUBMITTED TO, AND APPROVED BY PW PRIOR TO CONSTRUCTION. TRUNCATED DOME SIZE SHALL MEET ANSI REQUIREMENTS AND HAVE NON-SLIP TOPS.
- ABOVE TRUNCATED DOMES, CURB RAMPS SHALL BE SCORED WITH DUMMY GROOVES 3/8" DEEP ON 12" CENTERS. THE GROOVES SHALL BE PLACED IN THE RAMP SECTION ABOVE THE TRUNCATED DOMES AND ALIGNED PARALLEL TO THE DIRECTION OF THE RAMP AND STREET CROSSING.
- ANY REQUIRED TRANSITION BETWEEN VERTICAL AND MOUNTABLE CURB ADJACENT TO RAMPS SHOULD OCCUR IN A MAXIMUM OF 10'.
- AN ASPHALT PATCH IS NORMALLY REQUIRED IN STREET AREAS ADJACENT TO NEW CURB RAMP INSTALLATIONS.
- PAY LIMITS OF ALL RAMPS ARE COMPRISED OF ALL AREA SHOWN WITH CONCRETE HATCHING, ON THE APPLICABLE DETAILS, UNLESS OTHERWISE NOTED.

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**CURB RAMP NOTES**

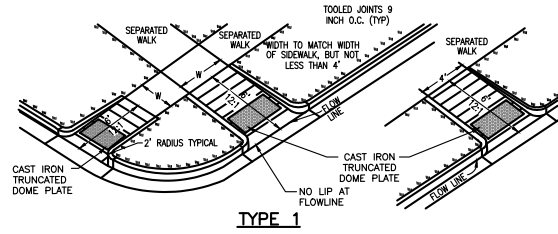
DATE: JANUARY 2019 SHEET 800-10

REVISIONS

No.	Date	By	Chk	Description
1	2.2.26	WSS	JFM	Town Comments

**ISSUED FOR BID**

Job #	25123
Date	10/15/25
Drawn By	WSS
Designed By	WSS
Checked By	JCY
File	JT-Details.dwg
Scale	As Shown



**NOTES:**

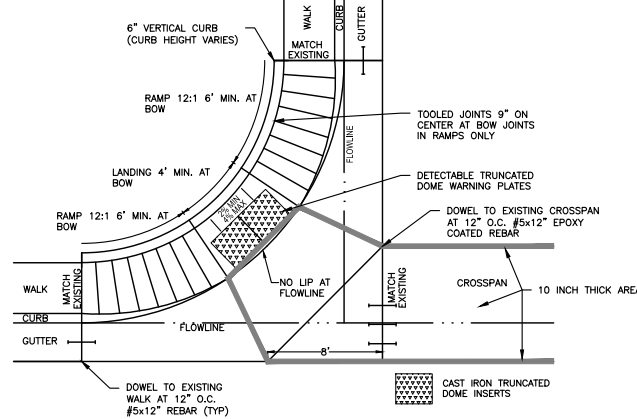
- FOR USE IN AREAS WHERE THE SIDEWALK IS SET BACK FROM THE STREET, AND WHEELCHAIR ACCESS FROM THE SIDE OF THE RAMP IS NOT LIKELY TO OCCUR BECAUSE THE APPROACH AREA IS COVERED BY LAWN OR GRAVEL, OR AN OBSTRUCTION IS PRESENT. TYPE 1 CAN BE USED ANYWHERE IN THE BLOCK.
- CONCRETE TO BE CDOT CLASS B/D 4,500 PSI.

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**TYPE 1 HANDICAP RAMP**

DATE: JANUARY 2019 SHEET 800-11



**NOTES:**

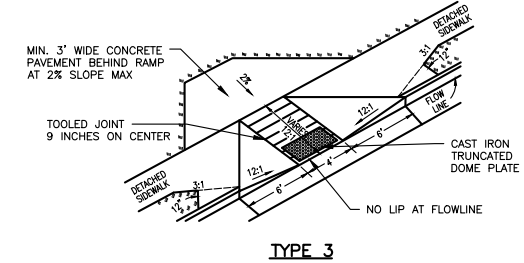
- CONCRETE TO BE CDOT CLASS B/D 4,500 PSI.
- ALL NEW CONCRETE SHALL BE DOWELED TO EXISTING CONCRETE WITH #5x12" REBAR AT 12" O.C.

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**TYPE 2 HANDICAP RAMP**

DATE: JANUARY 2019 SHEET 800-12



**NOTES:**

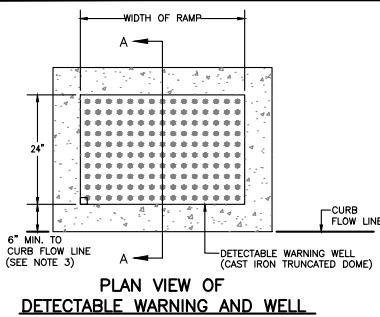
- RAMP IS FOR USE WHERE THE SIDEWALK EXTENDS TO THE CURB OR CAN BE EASILY TRANSITIONED TO PERMIT WHEELCHAIR ACCESS TO THE RAMP FROM THE SIDE. TYPE 3 CAN BE USED ANYWHERE IN THE BLOCK, AS WELL AS AT INTERSECTIONS.
- CONCRETE TO BE CDOT CLASS B/D 4,500 PSI.

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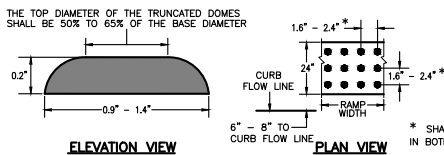
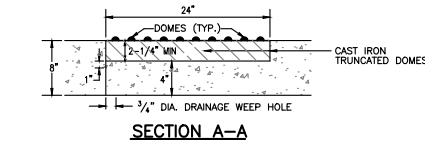
**TYPE 3 HANDICAP RAMP**

DATE: JANUARY 2019 SHEET 800-13



**NOTES:**

- THE CAST IRON TRUNCATED DOMES SHALL BE INSTALLED AT SIDEWALK/STREET TRANSITIONS. THEY SHALL BE CAST IRON TRUNCATED DOME SURFACE. THE DOMES SHALL BE PLACED IN A SQUARE GRID.
- THE TOP OF THE DRAINAGE WEEP HOLE SHALL BE LOCATED AT THE LOWEST POINT OF THE CAST IRON TRUNCATED DOMES WELL.
- ALL CAST IRON TRUNCATED DOME AREAS SHALL START A MINIMUM OF 6 INCHES FROM THE FLOW LINE OF THE CURB AND NOT BE MORE THAN A MAXIMUM OF 8 INCHES FROM ANY POINT ON THE FLOW LINE OF THE CURB. ALL DETECTABLE WARNING AREAS SHALL BE 24 INCHES IN LENGTH AND COVER THE COMPLETE WIDTH OF THE RAMP AREA ONLY. THE DETECTABLE WARNING AREA SHALL BE INCLUDED.
- CONCRETE TO BE CDOT CLASS B/D 4,500 PSI.

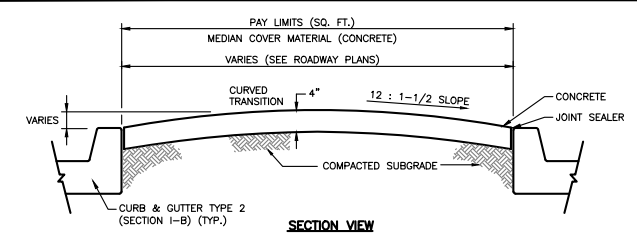


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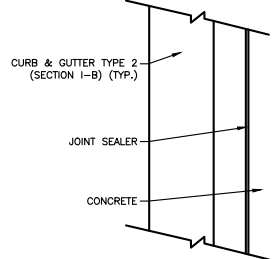


**CAST IRON TRUNCATED DOME**

DATE: JANUARY 2019 SHEET 800-14



PLACE JOINT SEALER IN JOINT BETWEEN CONCRETE ABUTTING CONCRETE (TYP.). JOINT SEALER TO BE PEARL WHITE SIKAFLEX-2C OR APPROVED EQUAL. COST OF JOINT SEALER TO BE INCLUDED IN MEDIAN COVER.



NOTE:  
CONCRETE TO BE CDOT CLASS B/D 4,500 PSI

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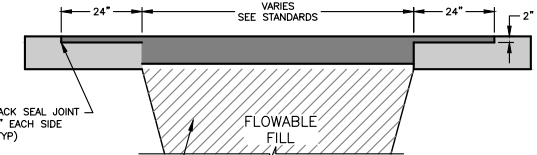
**MEDIAN MATERIAL COVER (CONCRETE)**

DATE: JANUARY 2019 SHEET 800-21

STREET CLASSIFICATION	MINIMUM ASPHALT PATCH THICKNESS			
	INDUSTRIAL ZONING		ALL OTHER ZONING	
	THICKNESS	LIFTS	THICKNESS	LIFTS
ARTERIAL	11"	3	11"	3
COLLECTOR	7"	2	7"	2
LOCAL	6"	2	6"	2

**Asphalt Patch**

HMA OVER CDOT FLOW FILL, OR FOAMED FLASH FILL WITH 2" MILL AND OVERLAY 2" WIDER THAN FULL DEPTH PATCH ON BOTH SIDES



- NOTES:**
- CDOT FLOW FILL, OR FOAM FLASH FILL FOR TRENCH BACKFILL.
  - PAVEMENT CUTS WILL NOT BE ALLOWED WITHOUT TOWN ENGINEER APPROVAL WITHIN SEVEN (7) YEARS AFTER A STREET HAS BEEN CONSTRUCTED, RECONSTRUCTED, OR OVERLAID. EMERGENCY REPAIRS ARE EXEMPT.
  - SEE ALSO STANDARD STREET SECTION DETAIL.  
MAXIMUM LIFT DEPTH - 5"  
MINIMUM LIFT DEPTH - 2"  
THICKNESS OF EACH LIFT BELOW THE TOP SHALL NOT VARY MORE THAN 3/8". TOP LIFT SHALL BE GRADE SX HOT BITUMINOUS PAVEMENT  
FINISH SURFACE TOLERANCE SHALL NOT EXCEED 3/16" IN ANY DIRECTION WHEN CHECKED WITH 10 FOOT STRAIGHT EDGE. FINISHED SURFACE SHALL BE RAKED FREE OF AGGREGATE PRIOR TO COMPACTION EQUIPMENT BEING USED

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**ASPHALT PATCH**

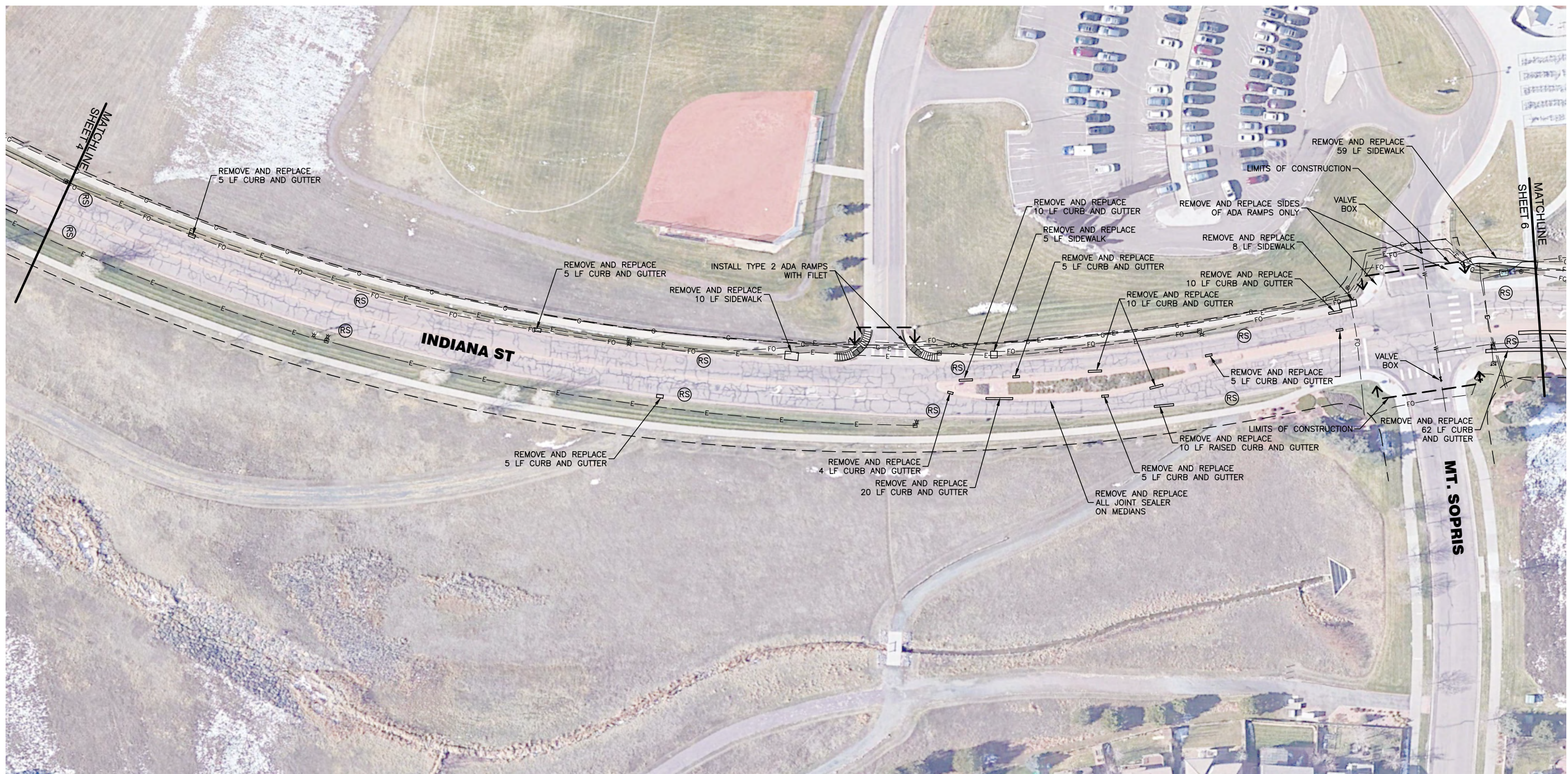
DATE: JANUARY 2019 SHEET 800-25

No.	Date	By	Chk	REVISIONS	
				Description	Comments
1	2.2.26	WSS	JFM		

Job #	25123
Date	10/15/25
Drawn By	WSS
Designed By	WSS
Checked By	JCY
File	JT-Details.dwg
Scale	As Shown

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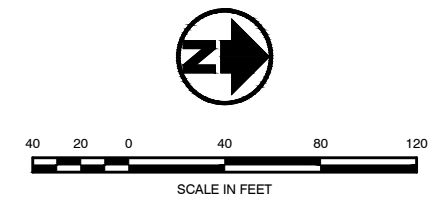
**NOTES:**

1. ALL LANES SHALL BE FULL DEPTH RECONSTRUCTION WITH FLYASH = TYPE C - 12" AT 10% ADD BY WEIGHT AND CEMENT = TYPE II MODIFIED - 12" AT 4% ADD BY WEIGHT STABILIZATION WITH 7" ASPHALT PAVEMENT.
2. ALL COLORED CONCRETE SHALL MATCH EXISTING COLOR. CONTRACTOR TO PROVIDE COLOR SAMPLES FOR TOWN TO SELECT.
3. FINISHED GRADE PAVEMENT TO BE 1/2" ABOVE GUTTER.

REVISIONS		Description	
No.	Date	By	Chk
1	2.2.26	WSS	JFM

**ISSUED FOR BID**

Job #	25123
Date	10/15/25
Drawn By	WSS
Designed By	WSS
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File	JT-Indiana site.dwg
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LEGEND		
KEY	DESCRIPTION	SIGN
A	ROAD WORK - COALTON ROAD MONTH, 2023 TO MONTH, 2023 ALTERNATE ROUTES ADVISED	
B	THANK YOU XYZ CONSTRUCTION (303)555-5555	
C	ROAD WORK 1/2 MILE	
D	SPEED LIMIT 25	
E	RIGHT/LEFT LANE CLOSED 1000'	
F	RIGHT/LEFT LANE CLOSED 500'	
G	W4-2(L)	
H	W4-2(R)	
I	ARROW PANEL	
J	TWO-WAY TRAFFIC	
K	ROAD CLOSED ON TYPE III BARRICADE	
L	(4) MESSAGE BOARDS	
M	RIGHT LANE MUST TURN RIGHT	
N	NO LEFT TURN	
O	DETOUR LEFT	
P	DETOUR RIGHT	
R	NO RIGHT TURN	
S	ROAD CLOSED THRU TRAFFIC	

**NOTE:**  
THIS IS A SUGGESTED TRAFFIC CONTROL PLAN. APPROVED TRAFFIC CONTROL PLANS MUST BE SUBMITTED TO THE TOWN FOR APPROVAL.



**OVERALL TRAFFIC SIGN LOCATIONS**

REVISIONS

No.	Date	By	Chk	Description
1	2.2.26	WSS	JFX	town comments

**ISSUED FOR BID**

Job #	25123
Date	10/15/25
Drawn By	WSS
Designed By	WSS
Checked By	JCY
File	JT-Indiana Traffic ctd.dwg
Scale	As Shown

Sheet: 14 of 16





**PHASE 2 INDIANA CLOSURE**

LEGEND		
KEY	DESCRIPTION	SIGN
A	ROAD WORK – INDIANA ST MONTH, 2026 TO MONTH, 2026 ALTERNATE ROUTES ADVISED	
B	THANK YOU XYZ CONSTRUCTION (303)555-5555	
C	ROAD WORK 1/2 MILE	

D	SPEED LIMIT 25	
E	RIGHT/LEFT LANE CLOSED 1000'	
F	RIGHT/LEFT LANE CLOSED 500'	

G	W4-2(L)	
H	W4-2(R)	
I	ARROW PANEL	
J	TWO-WAY TRAFFIC	
K	ROAD CLOSED ON TYPE III BARRICADE	

L	MESSAGE BOARD	NA
M	RIGHT LANE MUST TURN RIGHT	
N	NO LEFT TURN	
O	DETOUR LEFT	
P	DETOUR RIGHT	

R	NO RIGHT TURN	
S	ROAD CLOSED	

**NOTE:**  
THIS IS A SUGGESTED TRAFFIC CONTROL PLAN. APPROVED TRAFFIC CONTROL PLANS MUST BE SUBMITTED TO THE TOWN FOR APPROVAL.

REVISIONS		No.	Date	By	Chk	Description
		1	2.2.26	WSS	JFM	town comments



**Town Council  
Meeting Minutes  
February 23, 2026  
Town Hall Council Chambers  
124 E. Coal Creek Drive  
6:00 PM**

**Preliminary Matters**

Mayor Mark Lacis called to order the meeting of the Town Council.

a. Pledge of Allegiance

b. Roll Call

**Present:**

Mayor Mark Lacis

Mayor Pro-tem Jason Serbu

Council Member Heather Cracraft

Council Member Mike Foster

Council Member Jenn Kaaoush

Council Member Stephanie Miller

Council Member Neal Shah

**Absent:**

**Others Present:**

Town Manager Matt Magley

Town Attorney Nicholas Hartman

Town Clerk Shannon Dujardin

c. Approval of Agenda

Mayor Lacis asked if there were any changes to the agenda. No changes were requested.

**Motion:** Council Member Foster moved to Approve, seconded by Council Member Cracraft.

**Vote:** PASSED. 7 - 0, Absent - 0

d. Council Reports

- 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)  
Renee Alaniz, Superior Chamber of Commerce  
Elliot Fladen

## **Presentations**

- a. Presentation – Boulder Valley School District – Defining the Path Forward: A Strategic Community Engagement Plan for Resilient Schools  
Presentation given by Rob Price, Assistant Superintendent of Operations

Public comments given by:

Ellen Boruch  
Leah Rowen  
Elaine Richards  
Carolyn Gleason  
Emily Deardorf  
Holly Richardson  
Amy Whitsell  
Rachel Bernstein  
John Lasteer  
via Zoom  
Megan Waite  
Brad Walker  
Ryan Hitchler  
Shiv Sharma  
Nathan Reichner

## **Project Updates**

- a. South Pool Sustainability Update  
Presentation given by Jodan Hayes, Project Manager, and Mary with BRS.

## **Consent Agenda**

**Motion:** Mayor Pro-tem Serbu moved to approve the consent agenda with no changes, seconded by Council Member Foster.

**Vote:** PASSED 6 - 0, Absent - 1 (Shah)

- a. Approval of Council Meeting Minutes
- b. Acceptance of Committee Meeting Notes
- c. Consideration of Resolution of the Town Council of the Town of Superior approving modifications to the Town's Purchasing Policy

- d. Consideration of Approving the 4th Quarter 2025 Preliminary Financial Report
- e. Consideration of Resolution Approving the Purchase and Sale Agreement for 299 S. Third Avenue (the "Colson Property")

**Regular Agenda**

- a. Introduction to an Ordinance of the Town Council adopting by reference 2024 Building, Mechanical, Plumbing, Fire, Fuel Gas, and Energy Codes, among others.  
Presentation given by Alejandro, Chief Building Inspector, SafeBuilt  
Public Hearing Scheduled for March 23, 2026.
- b. Consideration of Resolution of the Town Council adopting a commitment to the Roadmap to Zero Emissions New Construction  
Presentation by Alexis Bullen, Sustainability Manager, and Renae Stravos, Planning & Building Director

Public comment given by Scott Simkus

**Motion:** Council Member Foster moved to Approve the resolution adopting a commitment to the Roadmap to Zero Emissions New Construction, seconded by Council Member Miller.

**Vote:** PASSED. 7 - 0, Absent - 0

**Public Hearing**

- a. Second Reading — A Resolution of the Town Council of the Town of Superior adopting the 2025 Comprehensive Plan  
Presentation by Renae Stravos, Planning & Building Director

Public comment given by Mike Barnes

**Motion:** Council Member Shah moved to approve the resolution adopting the 2025 Comprehensive Plan, seconded by Mayor Pro-tem Serbu.

**Vote:** PASSED. 7 - 0, Absent - 0

- b. An Ordinance of the Town Council of the Town of Superior amending various sections of Chapter 16 of the Superior Municipal Code regarding outdoor lighting standards  
Presentation by Renae Stravos, Planning & Building Director

**Motion:** Mayor Lacis moved to approve an ordinance amending various sections of Chapter 16 regarding outdoor lighting standards, seconded by Council Member Shah.

**Vote:** PASSED: 6 - 1 (Serbu), Absent - 0

- c. Town Property 121 & 123 E Coal Creek Drive, Vacation & Property Transfer Presentation given by Renae Stravos, Planning and Building Director

**Motion:** Mike Foster moved to Approve, seconded by Jason Serbu.

**Vote:** PASSED. 7 - 0, Absent - 0

**Adjournment**

Meeting adjourned at 10:20 pm

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Mark Lacis, Mayor

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Shannon Dujardin, Town Clerk



## A PROCLAMATION PROCLAIMING MARCH 2026 AS THE 24th ANNUAL MARCH FOR MEALS MONTH

**WHEREAS**, this year, Meals on Wheels programs from across the country are joining together for the March for Meals awareness campaign to celebrate its success and garner the support needed to ensure these critical programs can continue; and

**WHEREAS**, Coal Creek Meals on Wheels has served Erie, Lafayette, Louisville, and Superior for over 50 years, delivering more than just a meal to older adults, individuals with disabilities, and anyone in need who is at a significant risk of hunger, food insecurity, and isolation; and

**WHEREAS** Coal Creek Meals on Wheels works to address food insecurity and malnutrition, combat social isolation, enable independence, and improve health for years to come; and

**WHEREAS**, in 2025, Coal Creek Meals on Wheels served over 77,000 meals to neighbors in need.

**WHEREAS**, Coal Creek Meals on Wheels provides a powerful opportunity for social connection for hundreds of seniors to help combat the negative health effects and economic consequences of loneliness and isolation; and

**WHEREAS**, food insecurity is increasing substantially, and action is needed now to support local Meals on Wheels programs through federal, state and local funding; volunteering; donations; and raising awareness to ensure these vital services can continue to be delivered for years to come; and

**WHEREAS**, Coal Creek Meals on Wheels continue to serve anyone in need of a nutritious meal, regardless of their age, income, socioeconomic status, or other factors.

**NOW, THEREFORE**, the Mayor and Town Council of The Town of Superior do hereby proclaim March 2026 as a month celebrating Coal Creek Meals on Wheels and urge every community member to take this month to honor the programs, the individuals they serve, and the volunteers who care for them. Our recognition of, and involvement in, the national March for Meals celebration can enrich our entire community and help combat hunger and isolation.

Dated this 9th day of March, 2026

A handwritten signature in black ink, appearing to read "Mark Lacis".

Mark Lacis, Mayor



**Item Number:5.d.**

**Information for Meeting of the Superior Town Council**

**Agenda Item Name:** Consideration of Ordinance Repealing Advisory Committee Term Limits

**Meeting Date:** March 9, 2026

**Presented By:** Mikaela Gregg, Event & Volunteer Manager, Leslie Clark, Parks, Recreation and Open Space Director

**Presented For:** Approval

---

**Background:**

Town advisory committee term limits were established in 2012, through an Ordinance under Section 2-12-40 (g). This ordinance identified the term limits of two (2) consecutive three-year terms with staggered term dates amongst members, so no more than three (3) members term in the same year. Currently, 4 of the 7 advisory committees have multiple vacancies. Vacancies and turn-overs have plagued advisory committees the last few years, greatly impacting the ability of committees to conduct business effectively. Repealing term limits for advisory committees would allow members to extend beyond two consecutive 3-year terms, resulting in longer service terms and improved membership rates. Committees that have full membership and members with multiple years of experience are more efficient and effective, they have better continuity and knowledge of the history of committee work, and are more versed in navigating Town processes.

**Recommendation:**

Staff recommend approving the ordinance repealing Section 2-12-40 (g) of the Superior Municipal Code regarding term limits for advisory committee members.

**Budget Implications:**

**Motion:**

Move to approve Town Ordinance O-6, repealing Section 2-12-40 (g) of the Superior Municipal Code.

**Attachments:**

1. Sec. 2\_12\_40. Membership. Redline
2. Committee Term Limits-O6

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## Sec. 2-12-40. Membership.

- (a) Advisory committee members shall be appointed by the Town Council, in its sole discretion. The procedure for appointment shall be as follows:
  - (1) Vacancies on an advisory committee shall be published by whatever means the Town Council deems necessary in March and October of each year, with the purpose of filling any immediate vacancies and also creating a pool of applicants for the purpose of filling interim vacancies. For interim vacancies, notice of the vacancy shall be published by whatever means the Town Council deems necessary for at least fourteen (14) days.
  - (2) Town staff shall compile all applications and present the applications to the Town Council.
  - (3) The Town Council may interview all or some of the applicants for advisory committee membership.
  - (4) The Town Council may choose not to appoint any of the applicants, and, if a vacancy remains, the Town Council may direct staff to readvertise the vacancy.
  - (5) The Council Members' individual votes on the appointment of a member shall be by written ballot, with such ballots being tallied by the Town Clerk, followed by a motion to appoint the highest vote-getters and a voice vote on that motion. In case of a tie, a run-off vote will be taken between the applicants that tied. The written ballots shall be public records under the Colorado Open Records Act, Section 24-72-201, et seq., C.R.S.
- (b) Unless specifically provided to the contrary in the establishing resolution, all members of an advisory committee shall be Town residents.
- (c) Unless otherwise provided by the Town Council, no person shall serve on more than one (1) committee at a time.
- (d) Each member of an advisory committee shall have an interest in and be willing to provide recommendations on topics within the scope of the advisory committee's duties and responsibilities.
- (e) No Council Member shall serve on an advisory committee.
- (f) Terms of advisory committee members shall be staggered, as more particularly set forth in the establishing resolution.
- (g) ~~A person may serve up to two (2) consecutive three-year terms on one (1) advisory committee. Partial terms shall not count toward the two-term limit. Once a person has served two (2) consecutive three-year terms, at least one (1) year shall elapse before that person is eligible to serve again on the same advisory committee. If an advisory committee member is term-limited under this Subsection and the Town Council is unable to appoint any other person to fill the vacancy on the affected committee, the Town Council may reappoint the term-limited member despite the term limits set forth in this Subsection.~~
- (h) The Town Manager shall appoint a staff member as a staff liaison to each advisory committee to serve as the communication link between the advisory committee and Town staff.
- (i) The Town Council may appoint one (1) of its members as a liaison to any advisory committee to serve as a communication link between the advisory committee and the Town Council.
- (j) An advisory committee member shall notify the Chair or staff liaison in advance if the member will not attend a meeting of the advisory committee.

(Ord. O-2 §1, 2012; Ord. O-1, § 1, 2025)

**Town of Superior  
Ordinance Number O-6  
Series 2026**

**An Ordinance of the Town Council of the Town of Superior  
repealing Section 2-12-40(g) of the Superior Municipal Code  
regarding term limits for advisory committee members**

**Whereas**, the Town Council finds it in the best interest of the public health, safety and welfare to remove term limits for advisory committee members.

**Now, therefore, be it ordained by the Town Council of the Town of Superior, Colorado:**

**Section 1.** Section 2-12-40(g) of the Superior Municipal Code is hereby repealed in its entirety.

**Section 2. Safety.** This Ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

**Section 3. Effective Date.** This Ordinance shall take effect 10 days after publication following adoption.

**Introduced, read, passed and ordered published this 9 day of March, 2026.**

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Mark Lacis, Mayor

**ATTEST:**

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Shannon Dujardin, Town Clerk



**Item Number:5.e.**

**Information for Meeting of the Superior Town Council**

**Agenda Item Name:** A Resolution of the Town Council of the Town of Superior Adopting the Annual Three-Mile Plan for the Town

**Meeting Date:** March 9, 2026

**Presented By:** Renae Stavros, Planning and Building Director

**Presented For:** Approval

---

**Background:**

The process for annexation of property to a municipality is governed, in large part, by Colorado law. One of the provisions of the Municipal Annexation Act of 1965, as amended, prohibits the extension of a municipal boundary by more than three miles in any one year. The statute also requires that a Town annually adopt a plan showing the areas within three miles that could be annexed into the Town.

The attached Three Mile Plan and Map outline the existing municipal boundaries of the Town of Superior and clarify how the Town may expand through annexation. It further examines how potentially annexable properties could be served by service providers, including roads, utilities, and emergency services. The Town’s municipal boundary was expanded in 2025 with the Annexation of 1599 S 76<sup>th</sup> Street, also known as the Turnbull Property. It will be updated again in 2026 with the Town’s purchase and proposed Annexation of Tract 919 (299 S 3<sup>rd</sup> Ave, the Colson Property). However, neither annexation extends the boundary of the Town’s Tree Mile Planning area.

**Recommendation:**

Should the Council find the Plan acceptable, staff has included a Resolution for adoption of the Annual Three Mile Plan in the packet.

**Budget Implications:**

None.

**Motion:**

Move to adopt Resolution R-18 of the Town of Superior, approving the Annual Three Mile Plan for the Town.

**Attachments:**

1. 2026 Three Mile Plan - Resolution
2. 2026 Three Mile Plan
3. Three Mile Plan Map

**Town of Superior  
Resolution Number R-18  
Series 2026**

**A Resolution of the Town Council of the Town of Superior  
Adopting the Annual Three-Mile Plan for the Town**

**Whereas**, the Colorado Municipal Annexation Act of 1965, C.R.S § 31-12-101, *et seq.*, requires the Town to annually adopt a plan to serve as a general guideline for future annexations to the Town;

**Whereas**, on February 24, 2025, by Resolution No. R-12, Series 2025, the Town adopted its existing Three-Mile Plan; and

**Whereas**, the Town Council desires to approve the Three-Mile Plan for the next year.

**Now, therefore, be it resolved by the Town Council of the Town of Superior, Colorado, as follows:**

**Section 1.** The Town Council hereby adopts the Three-Mile Plan for the Town in the form attached hereto.

**Adopted this 9<sup>th</sup> day of March, 2026.**

---

Mark Lacis, Mayor

**Attest:**

---

Shannon Dujardin, Town Clerk



# THREE MILE PLAN

TOWN OF SUPERIOR

COLORADO

MARCH 9, 2026

## **Introduction**

This document has been prepared by the Town of Superior, Colorado, to address the existing and proposed land uses within an approximate three-mile area surrounding the existing municipal limits of the Town. In accordance with Section 31-12-105 et. seq. of the Colorado Revised Statutes (C.R.S.), this plan is intended to serve as a general guide for consideration of future annexations to the Town.

## **Land Use**

The Three Mile Plan Land Use Map (attached) illustrates the existing municipal boundaries of the Town of Superior in green and the Town's Three Mile planning area in blue.

The existing land uses identified in the unincorporated areas of the 3-mile plan are designated as Residential, Open Space (Developed and Natural), and Agricultural/Undesignated. The 2025 Comprehensive Plan should be referred to for information related to existing and proposed future land uses and specific opportunity areas.

## **Superior Three Mile Planning Area**

The purpose of a Three Mile Plan is to clarify how a municipality may expand through annexation and how potential annexation areas could be served by service providers, including roads, utilities, and emergency services. As noted, above, this document is required by C.R.S., which allows municipalities to expand by up to 3 miles in a given year.

Superior is generally bounded by US HWY 36 and the City of Louisville to the north, by the City and County of Broomfield to the east and south, and to Boulder County to the west. The land contained within the Three-Mile Plan Area Boundary that is not already incorporated into the Town lies primarily to the west of Superior, and a significant portion of this area has been purchased by the Town, the City of Boulder, and Boulder County for open space. Because dedicated open space areas are generally not considered for annexation, the Town's annexation opportunities are limited.

In general, properties that are likely to be annexed are included as Opportunity Areas within the most recent update of the Town's Comprehensive Plan (2025). Preferred land uses identified for these areas include light industrial and flex space, community-oriented uses such as ball fields, as well as medium-density residential. Other annexation areas within Superior include two enclave properties within municipal limits—7574 Coal Creek Drive (which lies north of Superior Self-Storage) & Tract 919 (which lies east of 3<sup>rd</sup> Ave./Original Town). The Town of Superior purchased Tract 919 (299 S 3<sup>rd</sup> Ave., the Colson Property) in February 2026 and is working through the annexation process. Once annexed, the proposed zoning of Tract 919 will be Open Space – Natural. The Bolejack property west of McCaslin (northwest of the intersection of McCaslin Boulevard and S. Indiana Street) also falls within the Town's Three Mile Area.

## **Municipal Streets and Utilities**

*Streets* – The following is a discussion of the primary rights-of-way that would be impacted by the aforementioned annexation opportunities.

S. 76th Street is an existing two-lane asphalt roadway contained within a 60 ft. dedicated right-of-way. The road is approximately 1/2 mile-long and connects Coal Creek Drive to Marshall Road. The western

half of the southern portion of the road was reconstructed to accommodate the Sagamore PD and the eastern-half of the northern portions was reconstructed to accommodate the Superior Marketplace PD.

McCaslin Boulevard is the major north-south link between State Highway 128 (120<sup>th</sup> Avenue) and US 36. Currently, the road is a major arterial maintained from US 36 to SH 128 by the Town of Superior. During 2002, the Superior Metropolitan District (SMD) No. 2 transferred responsibility for this road to the Town. In 2009, a roundabout was constructed at the intersection of McCaslin Boulevard and Coalton Road. In 2017, a roundabout was constructed at the intersection of McCaslin Boulevard and Main Street as part of the Downtown Superior development project.

All of the public streets in the Town are maintained by the Town rather than special districts. The Town of Superior may utilize improvement districts in the future to fund and maintain additional public street improvements. Examples include the funding of public improvements in the Superior Marketplace and for the US 36/McCaslin Boulevard highway interchange. First Phase improvements to the US 36/McCaslin Boulevard interchange were completed in 2006. Construction of additional improvements was completed in 2016, which included a new Diverging Diamond Interchange configuration and a new McCaslin underpass.

Future requests for annexations into the Town must address traffic, road maintenance, and improvement concerns.

## **Municipal Service**

*Water* – Water is supplied to the Town through Windy Gap water agreements and through the Colorado Big Thompson water shares purchased by the Town in 2002 through Superior Metropolitan District No. 1. The leadership of this district was transferred to the Town Board during 2000. The supply system was installed and is maintained by Superior Metropolitan District No. 1. Expansion of the water treatment plant was completed in 2000. More recently, the Town installed new Granular Activated Carbon (GAC) and Ultraviolet (UV) treatment systems to expand the capacity and facilitate the removal of a broader range of contaminants at the water treatment plant.

*Water* – Water is supplied to the Town through Windy Gap water agreements and through the Colorado Big Thompson water shares purchased by the Town in 2002 through Superior Metropolitan District No. 1. The leadership of this district was transferred to the Town Board during 2000. The supply system was installed and is maintained by Superior Metropolitan District No. 1. Expansion of the water treatment plant was completed in 2000. More recently, the Town installed new Granular Activated Carbon (GAC) and Ultraviolet (UV) treatment systems to expand the capacity and facilitate the removal of a broader range of contaminants at the water treatment plant.

*Storm Sewer* – Drainage improvements, primarily roadside asphalt pans with concrete trickle channels, were constructed in Original Superior in 1994. Additional storm sewer improvements were made to Coal Creek Drive in 2006, and to Depot Street, Douglas Street, Second Avenue and Third Avenue in 2008. Storm sewers for the Rock Creek Ranch Development were constructed and are maintained by Superior Metropolitan District No.1 in accordance with the Rock Creek Master Drainage Plan. The Town has developed a Master Drainage Plan for the Coal Creek Basin, which was approved in 2001. The Town adopted the WASH Program in December 2004. Storm sewer systems for all developments are constructed per the Superior Metropolitan District No. 1 Rules and Regulations and maintained by Superior Metropolitan District No. 1.

*Electricity and Natural Gas* – Xcel Energy Company of Colorado currently supplies and will continue to supply electricity and natural gas to the Town.

*Telephone* – Telephone and wireless telephone service is available in Superior from various metropolitan providers.

*Cable TV* – Cable TV service is provided to the Town by Comcast pursuant to a franchise agreement with the Town.

*Waste Management* – Trash and recycling services are provided by the Town through a private contractor for Original Superior, Rogers Farm, The Ridge, Calmante, Coal Creek Crossing, Downtown Superior, Sagamore, Autrey Shores and Lanterns at Rock Creek Subdivisions. Waste services for Rock Creek, the Summit at Rock Creek and Saddlebrooke is provided by a private contractor hired by the Rock Creek HOA. Bell Flatirons also privately contracts for trash and recycling services for their units.

*Public Safety* – The Town has contracted with the Boulder County Sheriff's Office to provide law enforcement services. A law enforcement substation is located in Town.

Mountain View Fire Rescue is responsible for fire, emergency medical, rescue and fire protection services for the Superior area. Mountain View Fire Rescue follows adopted standards for the number and location of fire stations and will work with the Town in planning any future facilities as needed. Fire Station No. 5 is located just south of the intersection of Coalton Road and Indiana Street. An expansion of Station No. 5 was completed in 2012.

*Schools* – Superior is served by Boulder Valley RE-2 School District. Superior Elementary was constructed in 1996 and is located on north Indiana Street. Eldorado K-8 was constructed in 2000 and is located on south Indiana Street and Mt. Sopris Parkway. Monarch High School serves Superior and Louisville and is located in Louisville off of 88<sup>th</sup> Street, just north of the Superior boundary. Monarch High School opened in the fall of 1998.

*Hospitals* – The nearest hospital, Avista Hospital, is located on the north side of US 36 on 88<sup>th</sup> Street in Louisville north of the Superior boundary. This facility has full health and emergency care services.

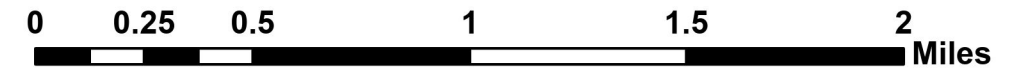
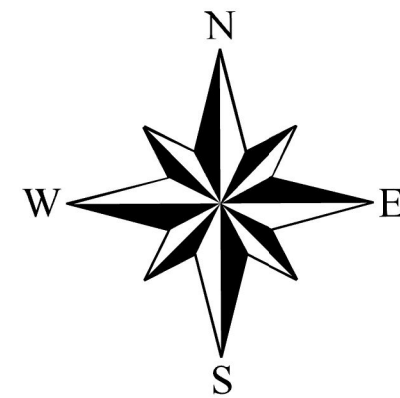
*Special Districts* – Superior is served by and/or has formed the following special districts:

1. Boulder Valley RE-2 School District
2. Mile High Flood District
3. Regional Transportation District
4. Mountain View Fire Rescue
5. Superior Metropolitan District No. 1
6. Northern Colorado Water Conservatory District
7. Scientific and Cultural Facilities District
8. Superior/McCaslin Interchange District
9. STC Metropolitan District No. 1

As specific annexation and development activities occur, provision of services by the above-listed districts will be addressed.



# Three Mile Plan 2026



- Town of Superior Boundary
- Three Mile Planning Area Boundary
- Land Use**
  - Agriculture/Undesignated Use
  - Open Space
  - Residential Use



**Item Number:5.f.**

**Information for Meeting of the Superior Town Council**

**Agenda Item Name:** Resolution - Amending the 2026 Governmental Fee Schedule (Approved October 13, 2025 and Amended December 8, 2025) for New Residential Waste Collection Monthly Rates

**Meeting Date:** March 9, 2026

**Presented By:** Alexis Bullen, Sustainability Manager, Martin Toth, Asst. Town Manager, Jeff Stone, Finance Director

**Presented For:** Approval

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**Background:**

The Town Council approved the 2026 Governmental Fee Schedule as part of the 2026 Town Budget adoption on October 13, 2025, and the Fee Schedule was amended on December 8, 2025, to incorporate updates for this year. Council approved the Waste Collection Services agreement with Republic Services on October 28, 2024, to begin service April 1, 2025. This agreement includes an annual rate schedule update provision to adjust the rates each year with the Consumer Price Index inflation rate for water, sewer and trash services, which is 4.9% higher than last year. Since there was a transition period last year as the Town moved to a new vendor and increased service levels, this year's annual rate change is taking place April 1. There is no change to the monthly \$4.84 per household charge for electric collection truck service. Under a separate agenda item this evening for Council consideration is an amendment to the agreement with Republic to align this annual rate update timing with the Town's annual budget calendar and with other Town service agreements.

**Recommendation:**

Approval of the revised 2026 Town Fee Resolution.

**Budget Implications:**

The residential waste collection service fee is a direct pass-through collected through Utility Billing and paid to Republic Services on a monthly basis.

**Motion:**

Move to approve the Resolution adopting the revised Governmental Fee Schedule for the 2026 Town Budget.

**Attachments:**

1. Resolution - 2026 Fee Schedule with Waste Collection Rate Change
2. 2026 Price Increase Notification - Republic
3. 2026 Town Fee Schedule - redline
4. 2026 Town Fee Schedule - original

**Town of Superior  
Resolution Number R-19  
Series 2026**

**A Resolution of the Town Council of the Town of Superior  
adopting a fee schedule for 2026**

**Whereas**, pursuant to Section 4-1-90 of the Superior Municipal Code, the fees charged by the Town must be approved by Resolution of the Town Council; and

**Whereas**, the Town establishes such fee in a Fee Schedule.

**Now, therefore, be it resolved by the Town Council of the Town of Superior, Colorado, as follows:**

**Section 1.** The Fee Schedule attached hereto is hereby approved and adopted.

**Section 2.** This Resolution shall be effective upon adoption, but the Fee Schedule adopted and approved herein shall take effect on April 1, 2026.

**Adopted this 9<sup>th</sup> day of March, 2026.**

---

Mark Lacis, Mayor

**Attest:**

---

Shannon Dujardin, Town Clerk



Sustainability in Action

February 20, 2026

Town of Superior Price Increase Calculation

Attn: Martin

Republic Services is sending notification of the upcoming price increase that will go into effect on April 1, 2026.

Below is the contract language giving directions on the price increase process.

Adjusted Rate Schedule. On or before December 1 of each year that this Agreement is in effect, Contractor shall deliver to the Town a copy of the price breakdown set forth in Exhibit B adjusted as follows (the "Adjusted Rate Schedule"):

1. The prices set forth in Exhibit B for the initial year of this Agreement shall constitute the Base Prices.
2. Annually, and effectively on the anniversary of the Commencement Date, prices will be adjusted by the percentage change in the Consumer Price Index for All Urban Consumers: Water Sewer and Trash Index (CUSR0000SEHG). This annual change shall initially be based on the most recent 12-month period available and then consistently based on this period annually thereafter.

Here is the current index information from the Bureau of Labor Statistics, which shows the 12-month rolling average:

2026 CPI Actual	
	Jan
Monthly	4.73%
Rolling 12 Month Avg	4.93%

Below are the new service rates that will be invoiced by Republic Services, with a rate increase of 4.9%, starting April 1, 2026.

Size	Current Rate	New Rate	New Rate EV
35-gallon	\$14.30	\$15.01	\$19.85
65-gallon	\$25.74	\$27.01	\$31.85
95-gallon	\$37.18	\$39.01	\$43.85

Extra Containers (billed to resident)	\$7.00	\$7.35
--	--------	--------

Mattress/Boxsprings	\$35.00	\$36.72
Large Appliance (non-freon containing)	\$35.00	\$36.72
Sofa/Chair/Furniture	\$25.00	\$26.22

Republic Services appreciates the partnership we have developed with the Town of Superior and the ongoing business relationship. Please reach out with any questions.  
Regards,

Steve Gilmore, Municipal Manager

**Exhibit A - Town of Superior Fee Schedule – FINAL 2026 ~~1203/089/256~~**

General/Miscellaneous			
Description	Fee		
<b>Returned check/electronic fund transfer</b>	\$25.00 per occurrence		
<b>Business license</b>	\$75.00 \$100 with mobile vending permit		
<b>Vendor Fee</b>	3.33%,		
<b>Lodging</b>	\$4.00/room/night		
<b>Admissions</b>	4.00%		
<b>Sign permit application</b>	\$300.00		
<b>Liquor License</b>	<b>New</b>	<b>Transfer of Ownership or Change of Location</b>	<b>Renewal</b>
Retail liquor store	\$1,000.00	\$750.00	\$100.00
Liquor-licensed drug store	\$1,000.00	\$750.00	\$100.00
Beer and wine	\$1,000.00	\$750.00	\$100.00
Fermented Malt Beverage	\$1,000.00	\$750.00	\$100.00
Hotel and restaurant	\$1,000.00	\$750.00	\$100.00
Tavern	\$1,000.00	\$750.00	\$100.00
Optional premises	\$1,000.00	\$750.00	\$100.00
Brew pub	\$1,000.00	\$750.00	\$100.00
Club	\$1,000.00	\$750.00	\$100.00
Arts	\$1,000.00	\$750.00	\$100.00
Bed and breakfast	\$1,000.00	\$750.00	\$100.00
Special event	\$100.00	N/A	N/A
Corporate/LLC Change (per person)	\$100.00		
Manager Registration (Tavern, H & R, Lodging & Entertainment and Campus Liquor Complex)	\$75.00		
Alcoholic beverage tasting	\$100.00		
Temporary permit	\$200.00 (transfer only)		
Application late renewal fee	\$500.00		
<b>Peddlers and solicitors</b>	\$80.00 (or actual costs, whichever is greater)		
<b>Sexually oriented businesses</b>	Application fee	\$500.00	
	Annual license	\$200.00	
	Annual manager's license	\$50.00	
<b>Annual hauler license</b>	\$100.00		
<b>Annual Short-Term Rental permit</b>	\$200/new permit \$100/renewal		
<b>Monthly residential trash, and recycling and compost service (rate based on trash cart size)</b>	<b>Trash Cart Size</b>		<b>Fee</b>
	35 gallon	\$19.44 <del>85</del>	
	65 gallon	\$30.58 <del>1.85</del>	
	95 gallon	\$42.02 <del>3.85</del>	
<b>Monthly landscape maintenance</b>	<b>Type of Residence</b>		<b>Fee</b>
	Single-family detached		\$40.14
	Condominium and each dwelling unit of a cooperative, planned community or duplex		\$33.46
	Apartment		\$26.76
<b>Property Tax Lien Filing Fee</b>	\$50.00		

**Exhibit A - Town of Superior Fee Schedule – FINAL 2026 ~~1203/089/256~~**

<b>Revocable sump pump tie-in permit, single family residential or townhouse</b>	\$75.00
<b>Contractor License</b>	\$75.00

<b>General/Miscellaneous Fees</b>	
<b>Description</b>	<b>Fee</b>
Street obstruction permit	\$25.00
Street closure barricade fee	\$25.00
Open space access permit	\$25.00
Review of proposed service plan	\$5,000.00
Zoning Verification Letter	\$50.00
Review of proposed amendments to a service plan	\$2,500.00
Deposit for review of proposed service plan	\$5,000.00
Deposit for review of proposed amendment to service plan	\$3,000.00
Mobile vending permit	\$100.00 includes business license

**Exhibit A - Town of Superior Fee Schedule – FINAL 2026 ~~1203/089/256~~**

<b>Right of Way &amp; Public Improvement Permit Fees</b>		
<b>Description</b>	<b>Fee</b>	<b>Unit</b>
Base ROW Permit Fee	\$75.00	EA
Landscape Disturbed	\$0.05	SY
<b>Dry Utility</b>		
Dry Utility (Directional Bore)	\$0.25	LF
Dry Utility (Open Trench)	\$0.75	LF
Dry Utility Appurtenances	\$5.00	EA
Pothole or Geo-tech Bore Hole Fee	\$10.00	EA
Sleeve Occupancy	\$0.14	LF
<b>Sanitary Sewer</b>		
Pipe	\$1.00	LF
Pipe with Underdrain	\$1.00	LF
Manholes	\$40.00	EA
Services	\$12.00	EA
Sanitary Sewer Connection Fee	\$75.00	EA
<b>Water Mains</b>		
Pipe	\$1.00	LF
Valves	\$5.00	EA
Fire Hydrants	\$15.00	EA
Blow Offs	\$5.00	EA
Services	\$12.00	EA
Water Connection Fee	\$75.00	EA
Meter Pit/Vault	\$15.00	EA
<b>Reuse Water Mains</b>		
Pipe	\$1.00	LF
Valves	\$5.00	EA
Blow Offs	\$5.00	EA
Services	\$12.00	EA
Reuse Connection Fee	\$75.00	EA
Meter Pit/Vault	\$15.00	EA
<b>Storm Drainage</b>		
Pipe	\$1.00	LF
Inlet/Outlet Structures	\$40.00	EA
Earth Channels	\$0.19	LF
Detention Water Quality Ponds	\$0.08	SY
Manholes	\$40.00	EA
Trickle Channel	\$0.25	LF
<b>Concrete</b>		
Chase Drain	\$0.00	EA

**Exhibit A - Town of Superior Fee Schedule – FINAL 2026 ~~1203/089/256~~**

Sidewalks	\$0.25	LF
Curb and Gutter	\$0.25	LF
Drive Cuts	\$50.00	EA
Crosspans	\$50.00	EA
Handicap Ramps	\$50.00	EA
<b>Street Surface</b>		
Base Prep	\$0.20	SY
Asphalt	\$0.20	SY
Concrete	\$0.20	SY
Pavers	\$0.20	SY
Edge Drains	\$0.10	LF
Trench Patch	\$7.00	LF
Asphalt Patching: > 5 years old	\$0.20	SY
Asphalt Patching: < 5 years old	\$27.00	SY
Asphalt Patching: < 2 years old	\$500.00	EA
Minimum Inspection Fee	\$30.00	
Plan Review Fee	50% of Inspection Fee	
Minimum Plan Review Fee	\$20.00	
Reinspection Fee	\$100.00	EA
Saturday/Holiday/After Hours Inspection	\$150.00	HR
<b>Other Applicable Fees</b>		
<ol style="list-style-type: none"> <li>1. Work Started Without Permit (2x Sub Total Permit Fee)</li> <li>2. Emergency/Expedited Permit (2x Sub Total Permit Fee)</li> <li>3. Re-inspection fees will be \$100 per occurrence</li> <li>4. \$150 per hour (2.5-hour minimum) for after-hours and weekend inspections.</li> <li>5. Erosion control inspections shall be performed by the contractor. If adequate inspections have not occurred, the Town will perform the inspections at a cost to the contractor of \$80 per hour.</li> <li>6. Plan Review Fee (50% of Permit Fee subtotal, due when plans are submitted). Initial Plan Review Fee based on estimated Permit Fees. If actual Permit Fees are materially different than estimated, Plan Review Fees may be adjusted to reflect this difference.</li> <li>7. Permit Fees due when permit issued.</li> </ol>		
<b>Stormwater Quality Permit Fees</b>		
<b>Description</b>	<b>Fee</b>	<b>Unit</b>
Stormwater Quality Permit	\$75.00	EA
<b>Other Applicable Fees</b>		
<ol style="list-style-type: none"> <li>1. Stormwater Quality Permit Fee in addition to the Stormwater Management Plan BMP Schedule</li> </ol>		
<b>Grading Permit Fees</b>		
<b>Description</b>	<b>Fee</b>	
0 to 100 CY	\$ 25.00	
101 to 1,000 CY	\$25 + \$12/100	
1,001 to 10,000 CY	\$133 + \$11/1,000	
10,001 to 100,000 CY	\$232 + \$50/10,000	
100,001 CY and up	\$682 + \$26/10,000	

**Exhibit A - Town of Superior Fee Schedule – FINAL 2026 ~~1203/089/256~~**

<b>Electrical Permit Fees</b>	
<b>Residential</b>	
This fee (based on the enclosed living area only), includes construction of, or remodeling or addition to a single-family home, duplex, condominium or townhouse. If only changing or providing a service and not wiring any portion of the above, see next section for correct permit fee.	
<b>Size</b>	<b>Fee</b>
(a) Not more than 1,000 square feet	\$46.00
(b) 1,001 square feet and not more than 1,500 square feet	\$51.75
(c) 1,501 square feet and not more than 2,000 square feet	\$63.25
(d) Per 100 square feet in excess of 2,000 square feet	\$ 3.45
<b>Other</b>	
Including service hookups to modular homes and temporary construction meters, are computed on the dollar value of the electrical installation, including time and materials, whether provided by the contractor or the property owner, as follows:	
<b>Valuation of Work (actual cost labor and materials)</b>	<b>Fee</b>
(a) Not more than \$300.00	\$46.00
(b) \$301.00 but not more than \$2,000.00	\$51.75
(c) \$2,001.00 but not more than \$50,000.00	\$19.55 per thousand or fraction thereof
(d) \$50,001.00 but not more than \$500,000.00	\$18.40 per thousand or fraction thereof +\$57.50
(e) More than \$500,000.00	\$17.25 per thousand or fraction thereof + \$632.50
<b>Mobile homes and travel trailer parks</b>	
Per space	\$46.00
Re-inspections	\$51.75

**Exhibit A - Town of Superior Fee Schedule – FINAL 2026 ~~1203/089/256~~**

<b>Building Permit Fees</b>	
<b>Total Valuation</b>	<b>Fee</b>
<b>\$0.00 to \$500.00</b>	\$28.50
<b>\$500.01 to \$2,000.00</b>	\$28.50 for the first \$500.00 plus \$3.50 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
<b>\$2,000.01 to \$25,000.00</b>	\$81.00 for the first \$2,000.00 plus \$16.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
<b>\$25,000.01 to \$50,000.00</b>	\$449.00 for the first \$25,000.00 plus \$13.00 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
<b>\$50,000.01 to \$100,000.00</b>	\$774.00 for the first \$50,000.00 plus \$11.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
<b>\$100,000.01 to \$500,000.00</b>	\$1,324.00 for the first \$100,000.00 plus \$9.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
<b>\$500,000.01 to \$1,000,000.00</b>	\$4,924.00 for the first \$500,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
<b>\$1,000,000.01 and up</b>	\$8,424.00 for the first \$1,000,000.00 plus \$5.00 for each additional \$1,000.00 or fraction thereof
<b>Other Inspections and Fees</b>	
1. Inspections outside normal business hours	\$100.00 per hour <sup>1</sup>
2. Reinspection fees assessed	\$100.00 per hour <sup>1</sup>
3. Inspections for which no fee is specifically indicated (minimum charge – one-half hour)	\$100.00 per hour <sup>1</sup>
4. Additional plan review required by changes, additions or revisions to plans (minimum charge – one-half hour)	\$100.00 per hour <sup>1</sup>
5. For use of outside consultants for plan checking and inspections, or both	Actual costs <sup>2</sup>
6. Plan Review Fee (65% of Permit Fee subtotal, due when plans are submitted). Initial Plan Review Fee based on estimated Permit Fees. If actual Permit Fees are materially different than estimated, Plan Review Fees may be adjusted to reflect this difference.	
7. Permit Fees due when permit issued.	

<sup>1</sup> Or the total hourly cost to the Town, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

<sup>2</sup> Actual costs include administrative and overhead costs.

<b>Methane Gas Appliance and Equipment Fee</b>	
<b>Total Valuation</b>	<b>Fee</b>
<\$500	\$50.00
\$500.01 to \$2,000.00	\$150.00
\$2,000.01 to \$5,000.00	\$250.00
>\$5,000	\$500.00

Note: This fee would be collected and used to support a rebate program for residential and commercial properties interested in switching from methane gas to all-electric appliances and equipment.

**Exhibit A - Town of Superior Fee Schedule – FINAL 2026 ~~1203/089/256~~**

<b>Parks and Recreation Fees</b>		
<b>Description</b>	<b>Fee</b>	
<b>Sports Complex Fields</b>	<b>Resident</b>	<b>Non-Resident</b>
Baseball Field (per Field)	\$25/hr/field	\$60/hr/field
Williams and Downtown Superior Field- Full	\$50/hr	\$135/hr
Williams and Downtown Superior Field- ½ of Field	\$25/hr	\$70/hr
West Multipurpose Field	\$20/hr	\$60/hr
Founders Park T-Ball Field	\$20/hr	\$60/hr.
Drag & Line	\$30/field	\$30/field
Lights	\$20/hr	\$20/hr
Recognized Preferred Partner Group Organization (RPPG)	\$15 per player, per season	\$15 per player, per season
<b>Pavilions (Gatherings of 150+ Require a Special Use Permit)</b>	<b>Resident</b>	<b>Non-Resident</b>
Community Park Pavilion	\$15/hr	\$30/hr
Purple Park Pavilion (West)	\$20/hr	\$60/hr
Purple Park Pavilion (East)	\$40/hr	\$120/hr
South Pool Park & Pavilion	\$15/hr	\$30/hr
Founders Park Pavilion	\$40/hr	\$120/hr
Wildflower Park Pavilion (East)	\$20/hr	\$60/hr
Wildflower Park Pavilion (West)	\$40/hr	\$120/hr
Superior Downtown Plaza & Stage (Public Events only with Event Permit)	\$250/hr	\$750/hr
Plaza Turf Only	\$25/hr	\$75/hr
<b>Note: Pavilions with gatherings between 50 – 100 will be charged an additional \$25/hr. Gatherings between 100 – 150 will be charged an additional \$50/hr.</b>		
<b>Parks &amp; Courts</b>	<b>Resident</b>	<b>Non-Resident</b>
Purple Park Upper & Lower	\$15/hr	\$30/hr
Asti Park Picnic Area	\$15/hr	\$30/hr
<b>Note: Purple Park and Asti Park with gatherings between 50 – 100 will be charged an additional \$25/hr. Gatherings between 100 – 150 will be charged an additional \$50/hr.</b>		
Daytime Pool Rental 10-20 people	\$20/hr	N/A
Daytime Pool Rental 21-35 people	\$30/hr	N/A
Daytime Pool Rental 36-50 people	\$40/hr	N/A
Evening Pool Rental 1 – 35 people	\$100/hr	\$300/hr

**Exhibit A - Town of Superior Fee Schedule – FINAL 2026 ~~1203/089/256~~**

Evening Pool Rental 36 – 50 people	\$120/hr	\$360/hr
Evening Pool Rental 51 – 65 people	\$140/hr	\$420/hr
Evening Pool Rental 66 – 80 people	\$160/hr	\$480/hr
Off Season North Pool Rental	\$6,000 per month	\$6,000 per month
1.		
<b>Pool Guest Fees</b>		
Infant (0-5 yrs.)	Free	
Child (6-17 yrs)	\$5.00	
Adult (18-59 yrs)	\$5.00	
Senior (60+)	\$5.00	
20 Punch Guest Pass	\$80.00 for 20 visits	
<b>Activity/Program Fees</b>		
	<b>Resident</b>	<b>Non-Resident</b>
Adult Recreation Leagues (in-house)	\$500 - \$800 per team	
Enrichment Programs (in-house)	\$2 - \$500	
Events	Based on vendor and partner pricing	
Events Permit	\$25-\$100	\$25-\$100

<b>Parks and Recreation Fees</b>		
<b>Description</b>	<b>Fee</b>	
<b>Community Center Fees</b>	<b>Resident</b>	<b>Non-Resident</b>
Industrial Mine Room	\$20/hr*	\$60/hr
Coyote Room	\$15/hr*	\$45/hr
Osprey Room	\$30/hr*	\$90/hr
Longs Peak Room	\$60/hr*	\$180/hr
Common Gathering #1	\$100/hr	\$300/hr.
Common Gathering #2	\$100/hr	\$300/hr
Patio	\$100/hr	\$300/hr
Entire Facility/Campus	\$400/hr	\$1,200/hr

**Exhibit A - Town of Superior Fee Schedule – FINAL 2026 ~~1203/089/256~~**

\*All fees for use of any of the meeting rooms in the Community Center or Civic Space by Town residents, resident businesses and resident organizations shall be waived, for up to two reservations per month; any user that reserves a space and fails to appear will be charged for the fees set forth in the Fee Schedule (**excludes the Event Space at the Civic Space**)

<b>Parks and Recreation Fees</b>		
<b>Description</b>	<b>Fee</b>	
	<b>Resident</b>	<b>Non-Resident</b>
<b>Civic Space Fees</b>		
Conference Room	\$20/hr*	\$60/hr
Studio 1 Room	\$15/hr*	\$45/hr
Studio 2 Room	\$30/hr*	\$90/hr
Event Space 2nd Floor - Full	\$150/hr	\$450/hr
Event Space 2nd Floor – Sub Area	\$15/hr*	\$45/hr
Common Gathering 1st Floor	\$100/hr	\$300/hr
Entire Facility/Campus	\$400/hr	\$1,200/hr

\*All fees for use of any of the meeting rooms in the Community Center or Civic Space by Town residents, resident businesses and resident organizations shall be waived, for up to two reservations per month; any user that reserves a space and fails to appear will be charged for the fees set forth in the Fee Schedule (**excludes the Event Space at the Civic Space**)

**Fees & Charges Guiding Principles**

1. Fees are bench-marked with neighboring communities for a market comparison.
2. Indoor Facility Reservation fees for Non-Profit & Government Groups, & Recognized Preferred Partner Groups Serving Superior shall be waived – out-of-pocket costs for services beyond use of facility will apply (extended hours, labor, trash, equipment rental, janitorial, etc.) Monthly facility usage limitations may apply.
3. Organizations partnering with the Town on a public event – out-of-pocket costs will apply
4. Non-Resident rates are configured at 300% of Resident rates
5. Facility reservations over 100 people must be coordinated with Town staff and may require an Event Permit. Additional fees for janitorial, trash removal services, etc. may apply. Events that exceed 100 + people, that include sale or distribution of food, beverages, or alcohol to the public, or include live or amplified music must apply for all necessary permits (allow 45 - 90 days)
6. Requests for multiple facilities or for multiday reservations requires approval from the Town Council (excludes athletic field usage)

**Other Facility Fees**

1. Facility Reservation Damage Deposit - \$200 (refundable)
2. Open Space Access Damage Deposit - \$1,000 (refundable)
3. Facility Projector/AV - \$25
4. Facility Stage Removal - \$100

**Exhibit A - Town of Superior Fee Schedule – FINAL 2026 ~~1203/089/256~~**

<b>Open Records Request Fees</b>	
<b>Description</b>	<b>Fee</b>
<b>Standard Page: Letter or Legal</b>	\$0.25
<b>11 x 17 Black &amp; White – Oversized</b>	\$0.50
<b>8 ½ x 11 Color – Letter</b>	Actual Costs*
<b>8 ½ x 14 Color – Legal</b>	Actual Costs*
<b>24” x 36” Mylar – Black &amp; White</b>	Actual Costs*
<b>Research Fee – Town Personnel</b>	\$41.37 per hour (First 60 minutes of research time free)
<p>* Actual Costs mean the time it takes a Staff person to prepare the necessary documents, the cost of the document, and mileage if necessary to go off site to make copies.</p>	
<b>Miscellaneous Fees</b>	
<b>Description</b>	<b>Fee</b>
<b>Postage/Mailing Fees</b>	Actual Costs*
<b>Town EV Charging Station</b>	\$0.18//kWh plus and additional charge of \$25.00 after 4 hours if the vehicle has not been removed from the charger
<b>Video tape or DVD</b>	\$10.00 \$5.00 if applicant brings in tape or DVD
<p><b>*Actual Costs mean the time it takes a Staff person to prepare the necessary documents, the cost of the document, and mileage if necessary to go off site to make copies.</b></p> <p><b>All copies are subject to Superior’s sales tax</b></p>	

**Exhibit A - Town of Superior Fee Schedule – FINAL 2026 12/08/25**

General/Miscellaneous			
Description	Fee		
<b>Returned check/electronic fund transfer</b>	\$25.00 per occurrence		
<b>Business license</b>	\$75.00 \$100 with mobile vending permit		
<b>Vendor Fee</b>	3.33%,		
<b>Lodging</b>	\$4.00/room/night		
<b>Admissions</b>	4.00%		
<b>Sign permit application</b>	\$300.00		
<b>Liquor License</b>	<b>New</b>	<b>Transfer of Ownership or Change of Location</b>	<b>Renewal</b>
Retail liquor store	\$1,000.00	\$750.00	\$100.00
Liquor-licensed drug store	\$1,000.00	\$750.00	\$100.00
Beer and wine	\$1,000.00	\$750.00	\$100.00
Fermented Malt Beverage	\$1,000.00	\$750.00	\$100.00
Hotel and restaurant	\$1,000.00	\$750.00	\$100.00
Tavern	\$1,000.00	\$750.00	\$100.00
Optional premises	\$1,000.00	\$750.00	\$100.00
Brew pub	\$1,000.00	\$750.00	\$100.00
Club	\$1,000.00	\$750.00	\$100.00
Arts	\$1,000.00	\$750.00	\$100.00
Bed and breakfast	\$1,000.00	\$750.00	\$100.00
Special event	\$100.00	N/A	N/A
Corporate/LLC Change (per person)	\$100.00		
Manager Registration (Tavern, H & R, Lodging & Entertainment and Campus Liquor Complex)	\$75.00		
Alcoholic beverage tasting	\$100.00		
Temporary permit	\$200.00 (transfer only)		
Application late renewal fee	\$500.00		
<b>Peddlers and solicitors</b>	\$80.00 (or actual costs, whichever is greater)		
<b>Sexually oriented businesses</b>	Application fee	\$500.00	
	Annual license	\$200.00	
	Annual manager's license	\$50.00	
<b>Annual hauler license</b>	\$100.00		
<b>Annual Short-Term Rental permit</b>	\$200/new permit \$100/renewal		
<b>Monthly residential trash and recycling</b>	<b>Trash Cart Size</b>		<b>Fee</b>
	35 gallon		\$19.14
	65 gallon		\$30.58
	95 gallon		\$42.02
<b>Monthly landscape maintenance</b>	<b>Type of Residence</b>		<b>Fee</b>
	Single-family detached		\$40.14
	Condominium and each dwelling unit of a cooperative, planned community or duplex		\$33.46
	Apartment		\$26.76
<b>Property Tax Lien Filing Fee</b>	\$50.00		

**Exhibit A - Town of Superior Fee Schedule – FINAL 2026 12/08/25**

<b>Revocable sump pump tie-in permit, single family residential or townhouse</b>	\$75.00
<b>Contractor License</b>	\$75.00

<b>General/Miscellaneous Fees</b>	
<b>Description</b>	<b>Fee</b>
Street obstruction permit	\$25.00
Street closure barricade fee	\$25.00
Open space access permit	\$25.00
Review of proposed service plan	\$5,000.00
Zoning Verification Letter	\$50.00
Review of proposed amendments to a service plan	\$2,500.00
Deposit for review of proposed service plan	\$5,000.00
Deposit for review of proposed amendment to service plan	\$3,000.00
Mobile vending permit	\$100.00 includes business license

**Exhibit A - Town of Superior Fee Schedule – FINAL 2026 12/08/25**

<b>Right of Way &amp; Public Improvement Permit Fees</b>		
<b>Description</b>	<b>Fee</b>	<b>Unit</b>
Base ROW Permit Fee	\$75.00	EA
Landscape Disturbed	\$0.05	SY
<b>Dry Utility</b>		
Dry Utility (Directional Bore)	\$0.25	LF
Dry Utility (Open Trench)	\$0.75	LF
Dry Utility Appurtenances	\$5.00	EA
Pothole or Geo-tech Bore Hole Fee	\$10.00	EA
Sleeve Occupancy	\$0.14	LF
<b>Sanitary Sewer</b>		
Pipe	\$1.00	LF
Pipe with Underdrain	\$1.00	LF
Manholes	\$40.00	EA
Services	\$12.00	EA
Sanitary Sewer Connection Fee	\$75.00	EA
<b>Water Mains</b>		
Pipe	\$1.00	LF
Valves	\$5.00	EA
Fire Hydrants	\$15.00	EA
Blow Offs	\$5.00	EA
Services	\$12.00	EA
Water Connection Fee	\$75.00	EA
Meter Pit/Vault	\$15.00	EA
<b>Reuse Water Mains</b>		
Pipe	\$1.00	LF
Valves	\$5.00	EA
Blow Offs	\$5.00	EA
Services	\$12.00	EA
Reuse Connection Fee	\$75.00	EA
Meter Pit/Vault	\$15.00	EA
<b>Storm Drainage</b>		
Pipe	\$1.00	LF
Inlet/Outlet Structures	\$40.00	EA
Earth Channels	\$0.19	LF
Detention Water Quality Ponds	\$0.08	SY
Manholes	\$40.00	EA
Trickle Channel	\$0.25	LF
<b>Concrete</b>		
Chase Drain	\$0.00	EA

**Exhibit A - Town of Superior Fee Schedule – FINAL 2026 12/08/25**

Sidewalks	\$0.25	LF
Curb and Gutter	\$0.25	LF
Drive Cuts	\$50.00	EA
Crosspans	\$50.00	EA
Handicap Ramps	\$50.00	EA
<b>Street Surface</b>		
Base Prep	\$0.20	SY
Asphalt	\$0.20	SY
Concrete	\$0.20	SY
Pavers	\$0.20	SY
Edge Drains	\$0.10	LF
Trench Patch	\$7.00	LF
Asphalt Patching: > 5 years old	\$0.20	SY
Asphalt Patching: < 5 years old	\$27.00	SY
Asphalt Patching: < 2 years old	\$500.00	EA
Minimum Inspection Fee	\$30.00	
Plan Review Fee	50% of Inspection Fee	
Minimum Plan Review Fee	\$20.00	
Reinspection Fee	\$100.00	EA
Saturday/Holiday/After Hours Inspection	\$150.00	HR
<b>Other Applicable Fees</b>		
<ol style="list-style-type: none"> <li>1. Work Started Without Permit (2x Sub Total Permit Fee)</li> <li>2. Emergency/Expedited Permit (2x Sub Total Permit Fee)</li> <li>3. Re-inspection fees will be \$100 per occurrence</li> <li>4. \$150 per hour (2.5-hour minimum) for after-hours and weekend inspections.</li> <li>5. Erosion control inspections shall be performed by the contractor. If adequate inspections have not occurred, the Town will perform the inspections at a cost to the contractor of \$80 per hour.</li> <li>6. Plan Review Fee (50% of Permit Fee subtotal, due when plans are submitted). Initial Plan Review Fee based on estimated Permit Fees. If actual Permit Fees are materially different than estimated, Plan Review Fees may be adjusted to reflect this difference.</li> <li>7. Permit Fees due when permit issued.</li> </ol>		
<b>Stormwater Quality Permit Fees</b>		
<b>Description</b>	<b>Fee</b>	<b>Unit</b>
Stormwater Quality Permit	\$75.00	EA
<b>Other Applicable Fees</b>		
1. Stormwater Quality Permit Fee in addition to the Stormwater Management Plan BMP Schedule		
<b>Grading Permit Fees</b>		
<b>Description</b>	<b>Fee</b>	
0 to 100 CY	\$ 25.00	
101 to 1,000 CY	\$25 + \$12/100	
1,001 to 10,000 CY	\$133 + \$11/1,000	
10,001 to 100,000 CY	\$232 + \$50/10,000	
100,001 CY and up	\$682 + \$26/10,000	

**Exhibit A - Town of Superior Fee Schedule – FINAL 2026 12/08/25**

<b>Electrical Permit Fees</b>	
<b>Residential</b>	
This fee (based on the enclosed living area only), includes construction of, or remodeling or addition to a single-family home, duplex, condominium or townhouse. If only changing or providing a service and not wiring any portion of the above, see next section for correct permit fee.	
<b>Size</b>	<b>Fee</b>
(a) Not more than 1,000 square feet	\$46.00
(b) 1,001 square feet and not more than 1,500 square feet	\$51.75
(c) 1,501 square feet and not more than 2,000 square feet	\$63.25
(d) Per 100 square feet in excess of 2,000 square feet	\$ 3.45
<b>Other</b>	
Including service hookups to modular homes and temporary construction meters, are computed on the dollar value of the electrical installation, including time and materials, whether provided by the contractor or the property owner, as follows:	
<b>Valuation of Work (actual cost labor and materials)</b>	<b>Fee</b>
(a) Not more than \$300.00	\$46.00
(b) \$301.00 but not more than \$2,000.00	\$51.75
(c) \$2,001.00 but not more than \$50,000.00	\$19.55 per thousand or fraction thereof
(d) \$50,001.00 but not more than \$500,000.00	\$18.40 per thousand or fraction thereof +\$57.50
(e) More than \$500,000.00	\$17.25 per thousand or fraction thereof + \$632.50
<b>Mobile homes and travel trailer parks</b>	
Per space	\$46.00
Re-inspections	\$51.75

**Exhibit A - Town of Superior Fee Schedule – FINAL 2026 12/08/25**

<b>Building Permit Fees</b>	
<b>Total Valuation</b>	<b>Fee</b>
<b>\$0.00 to \$500.00</b>	\$28.50
<b>\$500.01 to \$2,000.00</b>	\$28.50 for the first \$500.00 plus \$3.50 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
<b>\$2,000.01 to \$25,000.00</b>	\$81.00 for the first \$2,000.00 plus \$16.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
<b>\$25,000.01 to \$50,000.00</b>	\$449.00 for the first \$25,000.00 plus \$13.00 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
<b>\$50,000.01 to \$100,000.00</b>	\$774.00 for the first \$50,000.00 plus \$11.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
<b>\$100,000.01 to \$500,000.00</b>	\$1,324.00 for the first \$100,000.00 plus \$9.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
<b>\$500,000.01 to \$1,000,000.00</b>	\$4,924.00 for the first \$500,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
<b>\$1,000,000.01 and up</b>	\$8,424.00 for the first \$1,000,000.00 plus \$5.00 for each additional \$1,000.00 or fraction thereof
<b>Other Inspections and Fees</b>	
1. Inspections outside normal business hours	\$100.00 per hour <sup>1</sup>
2. Reinspection fees assessed	\$100.00 per hour <sup>1</sup>
3. Inspections for which no fee is specifically indicated (minimum charge – one-half hour)	\$100.00 per hour <sup>1</sup>
4. Additional plan review required by changes, additions or revisions to plans (minimum charge – one-half hour)	\$100.00 per hour <sup>1</sup>
5. For use of outside consultants for plan checking and inspections, or both	Actual costs <sup>2</sup>
6. Plan Review Fee (65% of Permit Fee subtotal, due when plans are submitted). Initial Plan Review Fee based on estimated Permit Fees. If actual Permit Fees are materially different than estimated, Plan Review Fees may be adjusted to reflect this difference.	
7. Permit Fees due when permit issued.	

<sup>1</sup> Or the total hourly cost to the Town, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

<sup>2</sup> Actual costs include administrative and overhead costs.

<b>Methane Gas Appliance and Equipment Fee</b>	
<b>Total Valuation</b>	<b>Fee</b>
<\$500	\$50.00
\$500.01 to \$2,000.00	\$150.00
\$2,000.01 to \$5,000.00	\$250.00
>\$5,000	\$500.00

Note: This fee would be collected and used to support a rebate program for residential and commercial properties interested in switching from methane gas to all-electric appliances and equipment.

**Exhibit A - Town of Superior Fee Schedule – FINAL 2026 12/08/25**

<b>Parks and Recreation Fees</b>		
<b>Description</b>	<b>Fee</b>	
<b>Sports Complex Fields</b>	<b>Resident</b>	<b>Non-Resident</b>
Baseball Field (per Field)	\$25/hr/field	\$60/hr/field
Williams and Downtown Superior Field- Full	\$50/hr	\$135/hr
Williams and Downtown Superior Field- ½ of Field	\$25/hr	\$70/hr
West Multipurpose Field	\$20/hr	\$60/hr
Founders Park T-Ball Field	\$20/hr	\$60/hr.
Drag & Line	\$30/field	\$30/field
Lights	\$20/hr	\$20/hr
Recognized Preferred Partner Group Organization (RPPG)	\$15 per player, per season	\$15 per player, per season
<b>Pavilions (Gatherings of 150+ Require a Special Use Permit)</b>	<b>Resident</b>	<b>Non-Resident</b>
Community Park Pavilion	\$15/hr	\$30/hr
Purple Park Pavilion (West)	\$20/hr	\$60/hr
Purple Park Pavilion (East)	\$40/hr	\$120/hr
South Pool Park & Pavilion	\$15/hr	\$30/hr
Founders Park Pavilion	\$40/hr	\$120/hr
Wildflower Park Pavilion (East)	\$20/hr	\$60/hr
Wildflower Park Pavilion (West)	\$40/hr	\$120/hr
Superior Downtown Plaza & Stage (Public Events only with Event Permit)	\$250/hr	\$750/hr
Plaza Turf Only	\$25/hr	\$75/hr
<b>Note: Pavilions with gatherings between 50 – 100 will be charged an additional \$25/hr. Gatherings between 100 – 150 will be charged an additional \$50/hr.</b>		
<b>Parks &amp; Courts</b>	<b>Resident</b>	<b>Non-Resident</b>
Purple Park Upper & Lower	\$15/hr	\$30/hr
Asti Park Picnic Area	\$15/hr	\$30/hr
<b>Note: Purple Park and Asti Park with gatherings between 50 – 100 will be charged an additional \$25/hr. Gatherings between 100 – 150 will be charged an additional \$50/hr.</b>		
Daytime Pool Rental 10-20 people	\$20/hr	N/A
Daytime Pool Rental 21-35 people	\$30/hr	N/A
Daytime Pool Rental 36-50 people	\$40/hr	N/A
Evening Pool Rental 1 – 35 people	\$100/hr	\$300/hr

**Exhibit A - Town of Superior Fee Schedule – FINAL 2026 12/08/25**

Evening Pool Rental 36 – 50 people	\$120/hr	\$360/hr
Evening Pool Rental 51 – 65 people	\$140/hr	\$420/hr
Evening Pool Rental 66 – 80 people	\$160/hr	\$480/hr
Off Season North Pool Rental	\$6,000 per month	\$6,000 per month
1.		
<b>Pool Guest Fees</b>		
Infant (0-5 yrs.)	Free	
Child (6-17 yrs)	\$5.00	
.Adult (18-59 yrs)	\$5.00	
Senior (60+)	\$5.00	
20 Punch Guest Pass	\$80.00 for 20 visits	
<b>Activity/Program Fees</b>	<b>Resident</b>	<b>Non-Resident</b>
Adult Recreation Leagues (in-house)	\$500 - \$800 per team	
Enrichment Programs (in-house)	\$2 - \$500	
Events	Based on vendor and partner pricing	
Events Permit	\$25-\$100	\$25-\$100

<b>Parks and Recreation Fees</b>		
<b>Description</b>	<b>Fee</b>	
<b>Community Center Fees</b>	<b>Resident</b>	<b>Non-Resident</b>
Industrial Mine Room	\$20/hr*	\$60/hr
Coyote Room	\$15/hr*	\$45/hr
Osprey Room	\$30/hr*	\$90/hr
Longs Peak Room	\$60/hr*	\$180/hr
Common Gathering #1	\$100/hr	\$300/hr.
Common Gathering #2	\$100/hr	\$300/hr
Patio	\$100/hr	\$300/hr
Entire Facility/Campus	\$400/hr	\$1,200/hr

## Exhibit A - Town of Superior Fee Schedule – FINAL 2026 12/08/25

\*All fees for use of any of the meeting rooms in the Community Center or Civic Space by Town residents, resident businesses and resident organizations shall be waived, for up to two reservations per month; any user that reserves a space and fails to appear will be charged for the fees set forth in the Fee Schedule (**excludes the Event Space at the Civic Space**)

<b>Parks and Recreation Fees</b>		
<b>Description</b>	<b>Fee</b>	
<b>Civic Space Fees</b>	<b>Resident</b>	<b>Non-Resident</b>
Conference Room	\$20/hr*	\$60/hr
Studio 1 Room	\$15/hr*	\$45/hr
Studio 2 Room	\$30/hr*	\$90/hr
Event Space 2nd Floor - Full	\$150/hr	\$450/hr
Event Space 2nd Floor – Sub Area	\$15/hr*	\$45/hr
Common Gathering 1st Floor	\$100/hr	\$300/hr
Entire Facility/Campus	\$400/hr	\$1,200/hr

\*All fees for use of any of the meeting rooms in the Community Center or Civic Space by Town residents, resident businesses and resident organizations shall be waived, for up to two reservations per month; any user that reserves a space and fails to appear will be charged for the fees set forth in the Fee Schedule (**excludes the Event Space at the Civic Space**)

### **Fees & Charges Guiding Principles**

1. Fees are bench-marked with neighboring communities for a market comparison.
2. Indoor Facility Reservation fees for Non-Profit & Government Groups, & Recognized Preferred Partner Groups Serving Superior shall be waived – out-of-pocket costs for services beyond use of facility will apply (extended hours, labor, trash, equipment rental, janitorial, etc.) Monthly facility usage limitations may apply.
3. Organizations partnering with the Town on a public event – out-of-pocket costs will apply
4. Non-Resident rates are configured at 300% of Resident rates
5. Facility reservations over 100 people must be coordinated with Town staff and may require an Event Permit. Additional fees for janitorial, trash removal services, etc. may apply. Events that exceed 100 + people, that include sale or distribution of food, beverages, or alcohol to the public, or include live or amplified music must apply for all necessary permits (allow 45 - 90 days)
6. Requests for multiple facilities or for multiday reservations requires approval from the Town Council (excludes athletic field usage)

### **Other Facility Fees**

1. Facility Reservation Damage Deposit - \$200 (refundable)
2. Open Space Access Damage Deposit - \$1,000 (refundable)
3. Facility Projector/AV - \$25
4. Facility Stage Removal - \$100

**Exhibit A - Town of Superior Fee Schedule – FINAL 2026 12/08/25**

<b>Open Records Request Fees</b>	
<b>Description</b>	<b>Fee</b>
<b>Standard Page: Letter or Legal</b>	\$0.25
<b>11 x 17 Black &amp; White – Oversized</b>	\$0.50
<b>8 ½ x 11 Color – Letter</b>	Actual Costs*
<b>8 ½ x 14 Color – Legal</b>	Actual Costs*
<b>24” x 36” Mylar – Black &amp; White</b>	Actual Costs*
<b>Research Fee – Town Personnel</b>	\$41.37 per hour (First 60 minutes of research time free)
* Actual Costs mean the time it takes a Staff person to prepare the necessary documents, the cost of the document, and mileage if necessary to go off site to make copies.	
<b>Miscellaneous Fees</b>	
<b>Description</b>	<b>Fee</b>
<b>Postage/Mailing Fees</b>	Actual Costs*
<b>Town EV Charging Station</b>	\$0.18//kWh plus and additional charge of \$25.00 after 4 hours if the vehicle has not been removed from the charger
<b>Video tape or DVD</b>	\$10.00 \$5.00 if applicant brings in tape or DVD
*Actual Costs mean the time it takes a Staff person to prepare the necessary documents, the cost of the document, and mileage if necessary to go off site to make copies.	
All copies are subject to Superior’s sales tax	



**Item Number:5.g.**

**Information for Meeting of the Superior Town Council**

**Agenda Item Name:** Resolution - Amendment to the Agreement with Republic Services for Residential Waste Collection and Hauling Services

**Meeting Date:** March 9, 2026

**Presented By:** Alexis Bullen, Sustainability Manager, Martin Toth, Asst. Town Manager

**Presented For:** Approval

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**Background:**

The Town Council approved an Agreement with Republic Services to provide weekly residential waste collection services on October 28, 2024, to begin service on April 1, 2025. This transition period over the first quarter last year as the Town moved to a new vendor with increased service levels allowed staff and Republic staff to coordinate necessary logistics, billing software updates and community outreach to ensure a successful hand-off to Republic as they assumed responsibility for providing this essential service to our community. As a result of this three-month delay last year, this year's annual inflationary rate change for Republic--which is part of the Town's agreement with Republic--will go into effect April 1 with Council approval of an amendment to the 2026 Fee Schedule considered under a separate agenda item this evening.

Under this agenda item, Council is considering an amendment to the agreement with Republic to align this annual rate update timing with the Town's annual budget calendar and with other Town service agreements to go into effect January 1 each year going forward.

**Recommendation:**

Approval of the Amendment to the Agreement with Republic Services.

**Budget Implications:**

The residential waste collection service fee is a direct pass-through collected through Utility Billing and paid to Republic Services on a monthly basis.

**Motion:**

Move to approve the Resolution adopting the First Amendment to the Agreement for Services with Republic Services for waste collection and hauling services.

**Attachments:**

1. Resolution - Republic Services Agreement Amendment
2. Agreement Amendment - Republic Services

**Town of Superior  
Resolution Number R-20**

**Series 2026**

**A Resolution of the Town Council of the Town of Superior approving a First Amendment to the Agreement for Services with Allied Waste Transportation, Inc., d/b/a Republic Services of Denver, for waste collection and hauling services**

**Whereas**, on October 28, 2024, the Town Council approved an Agreement for Services with Allied Waste Transportation, Inc., d/b/a Republic Services of Denver ("Republic") (the "Agreement"); and

**Whereas**, the Town Council wishes to amend the Agreement to clarify when the Town's rate schedule will increase, and what rate the Parties will rely on to make such increases.

**Now, therefore, be it resolved by the Town Council of the Town of Superior, Colorado, as follows:**

**Section 1.** The First Amendment to the Agreement for Services between the Town and Republic is hereby approved in the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the First Amendment to the Agreement for Services on behalf of the Town.

**Adopted this 9<sup>th</sup> day of March, 2026.**

\_\_\_\_\_  
Mark Lacis, Mayor

**Attest:**

\_\_\_\_\_  
Shannon Dujardin, Town Clerk

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT FOR SERVICES (the "First Amendment") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2026 (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 Allied Waste Transportation, Inc., d/b/a Republic Services of Denver, an independent contractor with a principal place of business at 5075 East 74th Avenue, Commerce City, CO 80022-1536 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, on April 1, 2025, the Parties entered an Agreement for Services (the "Agreement"); and

WHEREAS, the Parties now desire to amend the Agreement pursuant to this First Amendment.

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

1. Section II.B.2 of the Agreement is hereby amended to read as follows:

**II. TERM, TERMINATION AND RENEWAL**

\* \* \*

2. Annually, and effective on January 1 of each year that this Agreement is in effect, prices will be adjusted by the percentage change in the Consumer Price Index for All Urban Consumers: Water Sewer and Trash Index (CUSR0000SEHG). This annual change shall be based on the most recent 12-month period available.

\* \* \*

2. Exhibit A of the Agreement, under subsection b of the subheading labeled "Promotion and Education," shall be amended to state that rate increases shall occur on January 1 instead of April 1.

3. All provisions of the Agreement not expressly modified in this First Amendment shall remain in full force and effect.

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





**Item Number:5.h.**

**Information for Meeting of the Superior Town Council**

**Agenda Item Name:** Consideration of Resolution Authorizing Baron & Budd, P.C., and Cossich, Sumich, Parsiola & Taylor, LLC to Commence PFAS Litigation

**Meeting Date:** March 9, 2026

**Presented By:** Brannon Richards, Public Works and Utilities Director

**Presented For:** Action  
Approval

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**Background:**

PFAS (Per- and Polyfluoroalkyl Substances) are a class of more than 14,000 man-made chemicals and are linked to a wide range of health risks. Many water systems in the United States have been contaminated with PFAS. The contamination comes from several sources, including industrial dumping.

Several large industrial manufacturers, such as 3M, Dupont and others, have agreed to pay billions of dollars to public utility systems to support PFAS remediation. Any public water systems that are required to test for PFAS under the U.S. Environmental Protection Agency's (EPA) unregulated contaminant monitoring rule or that serve more than 3,300 people and have detected PFAS in their water sources are allowed to participate in the settlements. The Superior Metropolitan District No. 1 (SMD1) meets these requirements.

In January 2026, SMD1 entered into a legal services agreement with Baron & Budd, P.C., and Cossich, Sumich, Parsiola & Taylor, LLC, to represent the Town of Superior with respect to damages, compensation, and other relief as a result of an action to be filed against the manufacturers and/or releasers of PFAS.

Now SMD1 would like to commence litigation regarding the presence of PFAS in the District's water and wastewater systems and related issues in the District. Other nearby municipalities have filed similar complaints including the Town of Erie who is utilizing this same firm.

**Recommendation:**

Approval of the resolution.

**Budget Implications:**

There is no upfront cost to the District and no direct cost unless the District is successful in the litigation.

Attorneys will receive a contingency fee of twenty-five percent (25 %) of any gross recovery, as defined in the attached agreement. The contingent fee is to be calculated based on the gross recovery before deduction of costs and expenses, as defined in the attached agreement. The contingent fee is calculated by multiplying the gross recovery by the fee percentage.

**Motion:**

Move to adopt a Resolution of the Board of Directors of the Superior Metropolitan District No. 1, authorizing the law firms of Baron & Budd, P.C., and Cossich, Sumich, Parsiola & Taylor, LLC, to take all steps necessary to commence litigation regarding the presence of PFAS in the District's water and wastewater systems and related issues.

**Attachments:**

1. 01-Resolution\_PFAS Litigation Authorization-R030226
2. 02-SMD1 Complaint Draft Final

**Superior Metropolitan District No. 1  
Resolution Number SMD#1-3  
Series 2026**

**A Resolution of the Board of Directors of the Superior Metropolitan District No. 1 authorizing the law firms of Baron & Budd, P.C., and Cossich, Sumich, Parsiola & Taylor, LLC, to commence litigation regarding PFAS in the District's water and wastewater systems and related legal issues**

**Whereas,** the District desires to commence litigation regarding the presence of Perfluoroalkyl Substances ("PFAS") in the District's water and wastewater systems and related issues in the District.

**Now, therefore, be it resolved by the Board of Directors of the Superior Metropolitan District No. 1, as follows:**

**Section 1.** The Board of Directors hereby authorizes the law firms of Baron & Budd, P.C., and Cossich, Sumich, Parsiola & Taylor, LLC, to take all steps necessary to commence litigation regarding the presence of PFAS in the District's water and wastewater systems and related issues.

**Adopted this 9th day of March, 2026.**

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Mark Lacis, President

**Attest:**

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Shannon Dujardin, Secretary



Nemours, Inc.; John Doe Defendants 1-49; Dynax Corporation; E. I. DuPont De Nemours & Company; Nation Ford Chemical Company; The Chemours Company; The Chemours Company FC, LLC; and Tyco Fire Products LP (collectively, “Defendants”). Plaintiff, based on information, belief, and investigation of Counsel, alleges as follows:

## I. SUMMARY OF THE CASE

1. Plaintiff brings this action against Defendants to recover the considerable costs and damages that have been incurred—and that will inevitably continue to incur—as a result of the presence of toxic compounds, identified as per- and polyfluoroalkyl substances (“PFAS”), in and on Plaintiff’s property, including but not limited to its drinking water, drinking water system and related infrastructure, and its wastewater, wastewater treatment system and related infrastructure.

2. Plaintiff owns and operates a Public Water System and is a Class Member participating in settlements with DuPont and 3M (“Released Parties”) in the *City of Camden* matter in MDL 2873.<sup>1</sup> Plaintiffs are also class members in the settlements with Defendants Tyco Fire Products, LP, and BASF Corporation, though Plaintiff did not participate in the settlement allocation. The 3M Settlement Agreement, Dupont Settlement Agreement, Tyco Settlement Agreement and BASF Settlement Agreement have fully and finally resolved all of Plaintiff’s Claims against Released Parties arising out of, related to, or involving PFAS that has entered or is associated with Drinking Water or any Releasing Party’s Public Water System. Plaintiff’s non-drinking water property damage Claims against Released Parties here do not arise out of, relate to, or involve (a) PFAS that has entered or is associated with Drinking Water or any Releasing Party’s Public Water

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<sup>1</sup> The Tyco Settlement and BASF Settlement have fully and finally resolved all of Plaintiff’s Claims against Released Parties arising out of, related to, or involving PFAS that has entered or is associated with Drinking Water or any Releasing Party’s Public Water System.

System or (b) treatment, filtration, or remediation to address PFAS in or to prevent PFAS from entering Drinking Water or a Releasing Party's Public Water System.

3. Plaintiff brings this action against Defendants 3M Company, E. I. DuPont De Nemours and Company, The Chemours Company, The Chemours Company FC, LLC, Corteva, Inc., DuPont de Nemours, Inc., Tyco Fire Products, LP, and BASF Corporation to recover any and all past and future compensatory and/or consequential damages for the investigation, remediation, removal, disposal, treatment, and monitoring of the contamination of their wastewater, wastewater infrastructure, wastewater facilities, and/or properties used for wastewater treatment, handling, and discharge arising from PFAS contamination.

4. Plaintiff brings this action against all other Defendants named in this Complaint to recover any and all past and future compensatory and/or consequential damages arising from PFAS contamination of its public drinking water system including water resources, water supplies, water supply, water sources, and all infrastructures, facilities, and/or properties used for collection, treatment, storage, and distribution of drinking water. Plaintiff also brings this action against all other Defendants to recover damages arising from PFAS contamination of its wastewater, wastewater infrastructure, wastewater facilities, and/or properties used for wastewater treatment, handling, and discharge, contaminated as a result of the actions and/or inactions of Defendants.

5. Plaintiff operates a public water supply system, which includes water sources and supply and water supply and delivery system infrastructure, including any treatment systems. Plaintiff draws water from a surface water reservoir, the Terminal Reservoir, and supplies potable water to individuals and businesses within its service area. The terminal reservoir can hold approximately 130 million gallons (about 400-acre feet) of water; on average, Plaintiff treats about 2 million gallons of water per day. Per- and polyfluoroalkyl substances ("PFAS"), including

perfluorooctanoic acid (“PFOA”) and perfluorooctane sulfonic acid (“PFOS”), have been detected in Plaintiff’s drinking water supplies.

6. Plaintiff owns and operates a wastewater treatment facility. Plaintiff is responsible for providing wastewater treatment services for the residents and customers of the Town of Superior. The capacity of the current system is 2.2 million gallons per day (mgd) and 6,000 pounds per day (ppd) of five-day biochemical oxygen demand. The biosolids remaining after wastewater treatment are also Plaintiff’s property, which is used for agricultural land application. Plaintiff’s wastewater, biosolids and leachate are contaminated with PFAS.

7. Plaintiff’s drinking water system, including water sources and supply, water supply and delivery system infrastructure, and any treatment systems, and Plaintiff’s wastewater, wastewater treatment facilities, and related infrastructure are collectively referred to as “Plaintiff’s Property” in this Complaint.

8. PFOA and PFOS have long been manufactured as components for aqueous film-forming foam (“AFFF”)—a product used to control and extinguish aviation, marine, fuel, and other shallow spill fires.

9. PFOA and PFOS both are known to be toxic, persist in the environment, not biodegrade, move easily through soil, groundwater, and surface water, and pose a significant risk to human health and safety. Both are animal carcinogens and likely human carcinogens. Indeed, the United States Environmental Protection Agency (“EPA”) has stated that “human epidemiology data report associations between PFOA exposure and high cholesterol, increased liver enzymes, decreased vaccination response, thyroid disorders, pregnancy- induced hypertension and

preeclampsia, and cancer (testicular and kidney)” and that “there is suggestive evidence of carcinogenic potential for PFOS.”<sup>2</sup>

10. Upon information and belief, at various times throughout the 1960s to present date, Defendants designed, manufactured, marketed, distributed, and/or sold PFOA, PFOS, the chemical precursors of PFOA and/or PFOS, and/or AFFF containing PFOA, PFOS, and/or their chemical precursors (collectively, “Fluorosurfactant Products”) throughout the United States, including in Massachusetts.

11. At all relevant times, upon information and belief, Defendants knew, or reasonably should have known, about the inherent risks and dangers involved in the use of PFAS compounds in their products—including that both PFOA and PFOS are mobile in water, not easily biodegradable, highly persistent in the environment, and present significant and unreasonable risks to both human health and the environment. Nevertheless, Defendants made a conscious choice to manufacture, market, sale, and otherwise place Fluorosurfactant Products into the U.S. stream of commerce for decades, all while knowing PFAS compounds would be inevitably released into the environment—for instance, in the use of AFFF for fire protection, training, and response activities, even when used in the manners directed and intended by the manufacturer—and concealing their knowledge of the risks involved.

12. At all relevant times, Plaintiff did not know, nor should it have reasonably known, of the ongoing contamination of Plaintiff’s Property through the use of Defendants’ Fluorosurfactant

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<sup>2</sup> See EPA, *Health Effects Support Document for Perfluorooctane Sulfonate (PFOS)*, Document No. 822-R-16-002, available at [https://www.epa.gov/sites/default/files/2016-05/documents/pfos\\_hesd\\_final\\_508.pdf](https://www.epa.gov/sites/default/files/2016-05/documents/pfos_hesd_final_508.pdf) (last accessed September 25, 2023); see also EPA, *Drinking Water Health Advisory for Perfluorooctanoic Acid (PFOA)*, EPA Document Number: 822-R-16-005 (May 2016) at 16, available at <https://nepis.epa.gov/Exec/ZyPURL.cgi?Dockey=P100OM4O.txt> (last accessed September 25, 2023).

Products, as Defendants did not disclose the toxic nature and harmful effects of their Fluorosurfactant Products.

13. As a result of Defendants' unreasonable acts and omissions, PFAS have entered into a critical source of surface water relied upon by Plaintiff to provide for its citizens and customers, and have contaminated Plaintiff's Property—thereby subjecting Plaintiff, its customers, and the general public to the inherent danger of these chemicals. As the manufacturers and sellers of Fluorosurfactant Products, Defendants are responsible for the PFAS contaminants released into Plaintiff's Property.

14. Through this action, Plaintiff now seeks to recover all available damages arising from the continuous and ongoing contamination of Plaintiff's Property caused by Defendants' actions as asserted herein. Such damages include, but are not limited to, the past and future incurred costs associated with the investigation, remediation, restoration, monitoring, and treatment of Plaintiff's Property.

## II. PARTIES

### A. PLAINTIFF

15. Plaintiff Superior Metropolitan District No. 1 ("SMD No. 1") is a Colorado Special District, and is responsible for providing water (potable and non-potable), wastewater, and storm water service to residents within the Town of Superior. SMD No. 1 owns and operates the public drinking water and wastewater systems and infrastructure at issue. Plaintiff SMD No. 1's primary address is 124 E. Coal Creek Drive, Superior, CO 80027.

16. Plaintiff has a property interest in the water and wastewater it appropriates, purchase, reclaim, treat, store, and distribute, as well as the water sources, water supplies, wells, piping, distribution system, water treatment systems, wastewater treatment systems, and all other lands, properties and facilities owned and/or operated by Plaintiff.

17. Mountain View Fire Rescue provides fire and emergency medical response services to the area surrounding Plaintiff's Property. Upon information and belief, Defendants' AFFF products were used for fire-training and fire-fighting activities at sites in and/or around Plaintiff's Property.

*B. DEFENDANTS*

18. Upon information and belief, the following Defendants designed, manufactured, formulated, marketed, promoted, distributed, and/or sold the Fluorosurfactant Products that have contaminated and continue to contaminate Plaintiff's Property, causing irreparable harm.

19. **3M:** Defendant 3M Company (f/k/a Minnesota Mining and Manufacturing Company) ("3M") is a corporation organized and existing under the laws of the State of Delaware with its principal place of business located at 3M Center, St. Paul, Minnesota 55144. At all times relevant, 3M manufactured, marketed, promoted, distributed, and/or sold AFFF containing PFOA and/or PFOS used to fight fires at numerous military bases, airports, and other locations throughout the country.

20. 3M is the only company that manufactured and/or sold AFFF containing PFOS.

21. **AGC:** Defendant AGC, Inc. f/k/a Asahi Glass Co., Ltd. ("AGC"), is a corporation organized under the laws of Japan and does business throughout the United States. AGC has its principal place of business at 1-5-1, Marunouchi, Chiyoda-ku, Tokyo 100-8405 Japan.

22. **AGC AMERICAS:** Defendant AGC Chemicals Americas, Inc. ("AGC Americas") is a Delaware corporation with its principal business office at 55 E. Uwchlan Avenue, Suite 201, Exton, Pennsylvania 19341. Upon information and belief, AGC Americas is a subsidiary of AGC, Inc., a Japanese corporation formerly known as Asahi Glass Company, Ltd.

23. **ARCHROMA US:** Defendant Archroma U.S., Inc. ("Archroma US") is a Delaware corporation with its principal place of business located at 5435 77 Center Dr., #10, Charlotte, North

Carolina 28217. Upon information and belief, Archroma U.S., Inc. is a subsidiary of Archroma Management, LLC, and supplied Fluorosurfactant Products for use in AFFF.

24. **ARKEMA:** Defendant Arkema, Inc. is a corporation organized and existing under the laws of the State of Pennsylvania, with its principal place of business at 900 1st Avenue, King of Prussia, Pennsylvania 19406. Arkema, Inc. is an operating subsidiary of Arkema France, S.A.

25. **BASF:** Defendant BASF Corporation (“BASF”) is a Delaware corporation with its principal place of business at 100 Park Avenue, Florham Park, New Jersey 07932. Upon information and belief, BASF acquired Ciba-Geigy Corporation and/or Ciba Specialty Chemicals.

26. **BUCKEYE:** Defendant Buckeye Fire Equipment Company (“Buckeye”) is a foreign corporation organized and existing under the laws of the State of Ohio, with its principal place of business at 110 Kings Road, Mountain, North Carolina 28086. This Defendant manufactured and sold AFFF that contained PFOA.

27. **CHEMDESIGN:** Defendant Chemdesign Products, Inc. (“ChemDesign”) is a Texas corporation with its principal place of business located at 2 Stanton Street, Marinette, Wisconsin 54143.

28. **CHEMGUARD:** Defendant Chemguard, Inc. (“Chemguard”) is a corporation organized and existing under the laws of the State of Wisconsin, with its principal place of business located at One Stanton Street, Marinette, Wisconsin 54143. This Defendant manufactured and sold AFFF that contained PFOA.

29. **CHEMOURS:** Defendant The Chemours Company (“Chemours”) is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business located at 1007 Market Street, Wilmington, Delaware 19899.

30. In 2015, DuPont spun off its “Performance Chemicals” business to Chemours, along with certain environmental liabilities. Upon information and belief, at the time of the transfer of its

Performance Chemicals business to Chemours, DuPont had been sued, threatened with suit and/or had knowledge of the likelihood of litigation to be filed regarding DuPont's liability for damages and injuries arising from the manufacture and sale of PFAS compounds and products that contain PFAS compounds.

31. **CHEMOURS FC:** Defendant The Chemours Company FC LLC ("Chemours FC"), successor in interest to DuPont Chemical Solutions Enterprise, is a Delaware limited liability company that conducts business throughout the United States. Its principal place of business is 1007 Market Street Wilmington, Delaware, 19899.

32. **CLARIANT:** Defendant Clariant Corporation ("Clariant") is a New York corporation with its principal place of business located at 4000 Monroe Road, Charlotte, North Carolina 28205.

33. **CORTEVA:** Defendant Corteva, Inc. ("Corteva") is a Delaware corporation with its principal place of business located at 974 Centre Road, Wilmington, Delaware 19805.

34. **DUPONT:** Defendant E. I. Du Pont De Nemours and Company ("DuPont") is a corporation organized and existing under the laws of the State of Delaware with its principal place of business located at 974 Centre Road, Wilmington, Delaware 19805.

35. **DUPONT DE NEMOURS:** Defendant DuPont De Nemours, Inc. (f/k/a DowDuPont, Inc.) is a Delaware corporation with its principal place of business located at 974 Centre Road, Building 730, Wilmington, Delaware 19805. DowDuPont, Inc. was formed in 2017 as a result of the merger of Dow Chemical and DuPont.

36. Upon information and belief, Corteva was originally formed in February 2018 as a wholly owned subsidiary of DowDuPont, Inc. On June 1, 2019, DowDuPont, Inc. separated its agriculture business through the spin-off of Corteva. In doing so, DowDuPont, Inc. distributed all issued and outstanding shares of Corteva common stock to DowDuPont, Inc. stockholders by way

of a pro-rata dividend. Upon information and belief, following that distribution, Corteva became the direct parent of DuPont, and holds certain DowDuPont, Inc. assets and liabilities.

37. Following the June 1, 2019 spin-off of Corteva and of another entity, Dow, Inc., DowDuPont, Inc. changed its name to DuPont De Nemours, Inc. (“New DuPont”). Upon information and belief, New DuPont retained assets in the specialty products business lines, as well as the balance of the financial assets and liabilities of DuPont not assumed by Corteva.

38. **DYNAX:** Defendant Dynax Corporation (“Dynax”) is a Delaware corporation with its principal place of business located at 103 Fairview Park Drive, Elmsford, New York 10523. Upon information and belief, this Defendant manufactured Fluorosurfactant Products for use in AFFF.

39. **NATION FORD:** Defendant Nation Ford Chemical Company (“Nation Ford”) is a South Carolina corporation with its headquarters located at 2300 Banks Street, Fort Mill, South Carolina 29715.

40. **TYCO:** Defendant Tyco Fire Products L.P. (“Tyco”) is a limited partnership organized and existing under the laws of the State of Delaware with its principal place of business located at 1400 Pennbrook Parkway, Lansdale, Pennsylvania 19446.

41. Tyco is an indirect subsidiary that is wholly owned by Johnson Controls International P.L.C., an Irish public limited company listed on the New York Stock Exchange

42. Tyco manufactures the Ansul brand of products and is the successor-in-interest to the corporation formerly known as The Ansul Company (“Ansul”) (hereinafter, Ansul and/or Tyco as the successor-in-interest to Ansul will be referred to collectively as “Tyco”). At all times relevant, Tyco manufactured, marketed, promoted, distributed, and/or sold fire suppression products, including AFFF that contained fluorocarbon surfactants containing PFAS.

43. Upon information and belief, Defendant John Does 1-49 were manufacturers and/or sellers of AFFF products. Although the identities of the John Doe Defendants are currently unknown,

it is expected that their names will be ascertained during discovery, at which time the Town will move for leave of this Court to add those individuals' actual names to the Complaint as Defendants.

44. All of the foregoing Defendants, upon information and belief, have previously conducted and/or currently conduct their business throughout the United States. Moreover, some of the foregoing Defendants, if not all, have conducted and/or are currently conducting business in the state of Massachusetts.

45. Any and all references to a Defendant or Defendants in this Complaint include any predecessors, successors, parents, subsidiaries, affiliates and divisions of the named Defendants.

46. The term "Defendants," without naming any specific one, refers to all Defendants named in this Complaint jointly and severally. When reference is made to any act or omission of the Defendants, it shall be deemed to mean that the officers, directors, agents, employees, or representatives of the Defendants committed or authorized such act or omission, or failed to adequately supervise or properly control or direct their employees while engaged in the management, direction, operation or control of the affairs of Defendants, and did so while acting within the scope of their employment or agency.

**III. JURISDICTION & VENUE**

47. This Court has jurisdiction pursuant to 28 U.S.C. § 1332 because complete diversity exists between Plaintiff and Defendants. The Plaintiff is in Colorado, but no Defendant is a citizen of Colorado or has its principal place of business in Colorado.

48. Venue is appropriate in this judicial district pursuant to this Court's Case Management Order No. 3 ("CMO 3"). Plaintiff states that but for CMO 3 permitting direct filing in the United States District Court for the District of South Carolina, Plaintiff would have filed this Complaint in the United States District Court for the District of Colorado. Further, in accordance with CMO 3,

Plaintiff hereby designates the United States District Court for the District of Colorado as the “Home Venue” as this case may have originally been filed there.

49. Venue is proper in the United States District Court for the District of Colorado pursuant to 28 U.S.C. § 1391 because it is the judicial district in which Plaintiff is a resident and citizen, a substantial part of its property that is the subject of this action is situated in this judicial district, and a substantial part of the events or omissions giving rise to this action occurred in this judicial district.

#### **IV. FACTUAL ALLEGATIONS**

##### *A. THE PFAS CONTAMINANTS AT ISSUE: PFOA AND PFOS*

50. Both PFOA and PFOS fall within a class of chemical compounds known as perfluoroalkyl acids (“PFAAs”). PFAAs are then part of a larger chemical family recognized as per- and polyfluoroalkyl substances (“PFAS”). PFAA is composed of a chain of carbon atoms in which all but one of the carbon atoms are bonded to fluorine atoms, meanwhile the last carbon atom is attached to a functional group. The carbon-fluorine bond is one of the strongest chemical bonds that occur in nature.

51. PFAAs are sometimes described as long-chain and short-chain compounds, depending on the number of carbon atoms contained in the carbon chain. PFOA and PFOS are considered long-chain PFAAs because they each have eight carbon atoms in their chains.

52. PFOA and PFOS are stable, man-made chemicals. They are highly water soluble, persistent in the environment and resistant to biologic, environmental, or photochemical degradation. Because these compounds are water soluble and do not readily adsorb to sediments or soil, they tend to stay in the water column and can be transported long distances.

53. Both PFOA and PFOS are readily absorbed in animal and human tissues after oral exposure and accumulate in the serum, kidney, and liver. They have been found globally in water, soil and air as well as in human food supplies, breast milk, umbilical cord blood, and human blood serum.<sup>3</sup>

54. Moreover, PFOA and PFOS are persistent in the human body and resistant to metabolic degradation. A short-term exposure can result in a body burden that persists for years and can increase with additional exposures.<sup>4</sup>

55. Notably, from the time these two compounds were first produced, information has since emerged showing negative health effects caused by exposure to PFOA and PFOS. According to the EPA, “studies indicate that exposure of PFOA and PFOS over certain levels may result in...developmental effects to fetuses during pregnancy or to breastfed infants (e.g., low birth weight, accelerated puberty, skeletal variations), cancer (e.g., testicular, kidney), liver effects (e.g., tissue damage), immune effects (e.g., antibody production and immunity), thyroid effects and other effects (e.g., cholesterol changes).<sup>5</sup> The EPA has warned that there is suggestive evidence of the carcinogenic potential for PFOA and PFOS in humans.<sup>6</sup>

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<sup>3</sup> *See id.*

<sup>4</sup> *See id.*

<sup>5</sup> *See EPA, Fact Sheet PFOA & PFOS Drinking Water Health Advisories*, EPA Document Number: 800-F-16-003, available at <https://nepis.epa.gov/Exe/ZyPURL.cgi?Dockey=P100OR9W.txt> (last accessed September 25, 2023).

<sup>6</sup> *See EPA, Health Effects Support Document for Perfluorooctane Sulfonate (PFOS)*, Document Number: 822 R-16-002, available at [https://www.epa.gov/sites/default/files/2016-05/documents/pfos\\_hesd\\_final\\_508.pdf](https://www.epa.gov/sites/default/files/2016-05/documents/pfos_hesd_final_508.pdf) (last accessed September 25, 2023).

56. Additionally, the EPA has noted that “drinking water can be an additional source [of PFOA/PFOS in the body] in the small percentage of communities where these chemicals have contaminated water supplies.” In communities with contaminated water supplies, “such contamination is typically localized and associated with a specific facility, for example [...] an airfield at which [PFOA/PFOS] were used for firefighting.”<sup>7</sup>

57. EPA continues to research the effects of PFAS. In June 2022, after evaluating over 400 studies published since 2016 and applying human health risk assessment approaches, tools, and models EPA concluded that the new data indicates that the levels of PFOA and/or PFOS exposure at which negative outcomes could occur are much lower than previously understood when the agency issued its 2016 HAs for PFOA and PFOS (70 parts per trillion or ppt). EPA announced new Interim Updates Health Advisory levels for PFOA of 0.004 ppt and 0.02 ppt for PFOS.<sup>8</sup>

*B. AQUEOUS FILM-FORMING FOAM (AFFF) WAS A PRODUCT CONTAINING PFOS AND/OR PFOA AT THE RELEVANT TIME PERIOD*

58. Aqueous Film-Forming Foam (“AFFF”) is a water-based foam that was first developed in the 1960s to extinguish flammable liquid fuel fires at airports, among other places.

59. Generally, AFFF is used to extinguish fires, particularly fires that involve petroleum or other flammable liquids. AFFF is typically sprayed directly onto a fire, where it then works by coating the ignited fuel source, preventing its contact with oxygen, and suppressing combustion.

60. The AFFF products made by Defendants during the relevant time period contained either or both PFOA and PFOS. AFFF produced, marketed, and/or sold by 3M was the only AFFF

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<sup>7</sup> See note 4, *supra*.

<sup>8</sup> EPA, *Technical Fact Sheet: Drinking Water Health Advisories for Four PFAS (PFOA, PFOS, GenX chemicals, and PFBS)*, EPA Document Number 822-F-22-002, available at <https://nepis.epa.gov/Exec/ZyPURL.cgi?Dockey=P10154ST.txt> (last accessed September 25, 2023).

produced from fluorochemicals manufactured through electrochemical fluorination (“ECF”), a process that generates PFOS. All other Defendants used telomerization to produce AFFF. Fluorochemicals synthesized through telomerization degrade into PFOA, but not PFOS.

61. When used as the Defendants intended and directed, the AFFF manufactured and/or sold by the Defendants released PFOA and/or PFOS into the environment.

62. Once PFOA and PFOS are free in the environment, they do not hydrolyze, photolyze, or biodegrade under typical environmental conditions, and they are extremely persistent in the environment. As a result of their persistence, they are widely distributed throughout soil, air, groundwater, and surface water.

63. Notably, AFFF can be made without PFOA and PFOS. As such, fluorine-free foams do not release PFOA and/or PFOS into the environment.

64. Despite having knowledge of this fact—as well as having knowledge regarding the toxic nature of AFFF made with PFOA and/or PFOS—Defendants continued to manufacture, distribute and/or sell AFFF with PFOA and/or PFOS, which has ultimately led to the ongoing contamination and damages to Plaintiff’s Property.

65. Defendants’ Fluorosurfactant Products have been used for their intended purposes in the process of fire protection, training, and response activities within North Carolina for many years. During these activities, Defendants’ Fluorosurfactant Products were used as directed and intended by the manufacturer, which allowed PFOA and PFOS to migrate through the subsurface and into the groundwater and surface water, enter into Plaintiff’s property, thereby contaminating Plaintiff’s intakes and property, as well as causing other extensive and ongoing damages to Plaintiff’s Property.

66. Due to the chemicals’ persistent nature, among other things, these chemicals have caused, and continue to cause, significant injury and damage to Plaintiff and Plaintiff’s Property.

C. DEFENDANTS' KNOWLEDGE AND CONCEALMENT OF THE DANGERS INVOLVED

67. On information and belief, by the 1970s, Defendants knew, or reasonably should have known, among other things, that: (1) PFOA and PFOS are toxic; and (2) when sprayed in the open environment per the instructions given by the manufacturer, PFOA and PFOS migrate through the subsurface, mix easily with groundwater and surface waters, resist natural degradation, render drinking water unsafe and/or non-potable, and can be removed from public drinking water supplies only at substantial expense.

68. At all times pertinent herein, Defendants also knew or should have known that PFOA and PFOS present a risk to human health and could be absorbed into the lungs and gastrointestinal tract, potentially causing severe damage to the liver, kidneys, and central nervous system, in addition to other toxic effects, and that PFOA and PFOS are known carcinogens that cause genetic damage.

69. For instance, in 1980, 3M published data in peer reviewed literature showing that humans retain PFOS in their bodies for years. Based on that data, 3M estimated that it could take a person up to 1.5 years to clear just half of the accumulated PFOS from their body after all exposures had ceased.<sup>9</sup>

70. By the early 1980s, the industry suspected a correlation between PFOS exposure and human health effects. Specifically, manufacturers observed bioaccumulation of PFOS in workers' bodies and birth defects in children of workers.

71. In 1981, DuPont tested for and found PFOA in the blood of female plant workers in Parkersburg, West Virginia. DuPont observed and documented pregnancy outcomes in exposed

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<sup>9</sup> See Office of Minnesota Attorney General, Exhibit List, No. 1588, Letter from 3M to Office of Pollution Prevention and Toxics, EPA titled "TSCA 8e Supplemental Submission, Docket Nos. 8EHQ-0373/0374 New Data on Half Life of Perfluorochemicals in Serum," available at <https://www.ag.state.mn.us/Office/Cases/3M/docs/PTX/PTX1588.pdf> (last accessed September 25, 2023).

workers, finding two of seven children born to female plant workers between 1979 and 1981 had birth defects—one an “unconfirmed” eye and tear duct defect, and one a nostril and eye defect.<sup>10</sup>

72. Beginning in 1983, 3M documented a trend of increasing levels of PFOS in the bodies of 3M workers. In an internal memo, 3M’s medical officer warned: “[W]e must view this present trend with serious concern. It is certainly possible that [...] exposure opportunities are providing a potential uptake of fluorochemicals that exceeds excretion capabilities of the body.”<sup>11</sup>

73. Notwithstanding their respective knowledge of the dangers involved with AFFF containing PFOA and/or PFOS, Defendants negligently and carelessly: (1) designed, manufactured, marketed, and/or sold AFFF containing PFOA and/or PFOS; (2) issued instructions on how AFFF should be used and disposed of (namely, by washing the foam into the soil and/or waste water disposal systems), thus improperly permitting PFOA and/or PFOS to contaminate soil, groundwater, and surface waters; (3) failed to recall and/or warn users of AFFF, negligently designed products containing or degrading into PFOA and/or PFOS, of the dangers of soil and water contamination as a result of the standard use and disposal of these products; and, (4) further failed and refused to issue the appropriate warnings and/or recalls to the users of AFFF containing PFOA and/or PFOS, notwithstanding the fact that Defendants knew the identity of the purchasers of the AFFF containing PFOA and/or PFOS.

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<sup>10</sup> See DuPont, *C-8 Blood Sampling Results*, available at [https://static.ewg.org/files/PFOA\\_013.pdf?\\_gl=1\\*anldwl\\*\\_ga\\*NTgxNzgZMTc3LjE2ODI2ODk5ODk.\\*\\_ga\\_CS21GC49KT\\*MTY4MzU4Nzg2OC4yLjEuMTY4MzU4Nzk0MC4wLjAuMA..&\\_ga=2.26293428.885409355.1683587869-581783177.1682689989](https://static.ewg.org/files/PFOA_013.pdf?_gl=1*anldwl*_ga*NTgxNzgZMTc3LjE2ODI2ODk5ODk.*_ga_CS21GC49KT*MTY4MzU4Nzg2OC4yLjEuMTY4MzU4Nzk0MC4wLjAuMA..&_ga=2.26293428.885409355.1683587869-581783177.1682689989) (last accessed September 25, 2023).

<sup>11</sup> See 3M, Internal Memorandum, *Organic Fluorine Levels*, (August 31, 1984), available at [https://static.ewg.org/files/226-0483.pdf?\\_gl=1\\*1u237yp\\*\\_ga\\*NTgxNzgZMTc3LjE2ODI2ODk5ODk.\\*\\_ga\\_CS21GC49KT\\*MTY4MzU4Nzg2OC4yLjEuMTY4MzU4Nzk0MC4wLjAuMA..&\\_ga=2.39402538.885409355.1683587869-581783177.1682689989](https://static.ewg.org/files/226-0483.pdf?_gl=1*1u237yp*_ga*NTgxNzgZMTc3LjE2ODI2ODk5ODk.*_ga_CS21GC49KT*MTY4MzU4Nzg2OC4yLjEuMTY4MzU4Nzk0MC4wLjAuMA..&_ga=2.39402538.885409355.1683587869-581783177.1682689989) (last accessed September 25, 2023).

74. As a direct result of Defendants' acts alleged in this Complaint, Plaintiff's property has been contaminated, and will continue to be contaminated, with PFOA and PFOS. This has created a significant environmental and public health hazard until such contamination may be remediated. As a direct and proximate result, Plaintiff must assess, evaluate, investigate, monitor, remove, clean up, correct, and remediate PFOA and PFOS contamination of their property at significant expense, loss and damage to Plaintiffs.

75. Defendants had a duty to evaluate and test such products adequately and thoroughly to determine their environmental fate and transport characteristics and potential human health and environmental impacts before they sold such products, but they breached this duty. Defendants moreover breached their duty to minimize the environmental harm caused by PFOA and PFOS. Moreover, Defendants failed to warn Plaintiff of the known risks for environmental and health hazards arising from the usage of Defendants' Fluorosurfactant Products in their intended manner for its intended purpose.

*D. THE HARM TO PLAINTIFF RESULTING FROM PFOA AND PFOS CONTAMINATION*

76. PFAS compounds have been detected in varying amounts, at varying times in Plaintiff's drinking water sources. PFAS compounds have also been detected in Plaintiff's wastewater, wastewater facilities and biosolids. On at least one occasion, PFAS have been present at levels above the federally advised Health Advisory Levels<sup>12</sup> for PFOA and PFOS.

77. The detection and/or presence of PFOA and PFOS, and the threat of further detection and/or presence of PFOA and PFOS, in Plaintiff's Property in varying amounts and at varying times has resulted, and will continue to result, in significant injury and damage to Plaintiff. It is Plaintiff's

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<sup>12</sup> See note 7, *supra*.

contention that any detectible level of PFOA and/or PFOS on Plaintiff's Property requires investigation, remediation, and monitoring.

78. Plaintiff has conducted and continues to conduct sampling, studies, and investigations related to PFAS, which requires funding by Plaintiff, including costs to conduct sampling, costs for their personnel to supervise the assessments, costs to develop PFAS treatment approaches, and costs to analyze available alternatives.

79. The invasion of Plaintiff's Property with PFOA and PFOS is continuous and recurring, as new contamination flows regularly and constantly into Plaintiff's Property each day—the result of which is a new harm to the Plaintiff and its property in each and every occurrence.

80. The injuries to Plaintiff caused by Defendants' conduct constitute an unreasonable interference with, and damage to, the limited supplies of fresh drinking water on which Plaintiff's intakes depend. Plaintiff's interests in protecting the quality of its citizens' limited drinking water supplies constitutes a reason for seeking damages sufficient to restore such drinking water supplies to their pre-contamination condition.

81. Through this action, Plaintiff seeks to recover damages (including but not limited to compensatory, punitive, and/or consequential damages) arising from continuous and ongoing contamination of Plaintiff's Property by Defendants' Fluorosurfactant Products. Such damages moreover include, but are not limited to, the past and future incurred costs associated with the investigation, remediation, restoration, monitoring, and treatment of Plaintiff's Property.

## **FIRST CAUSE OF ACTION**

### **PUBLIC NUISANCE**

82. Plaintiff realleges and reaffirms each and every allegation set forth in all preceding paragraphs as if fully restated in this count.

83. Defendants manufactured, distributed, marketed, and promoted PFAS-containing products including AFFF in a manner that created or participated in creating a public nuisance that is harmful to health and obstructs the free use of Plaintiff's Property.

84. The presence of PFAS unreasonably interferes with the use of Plaintiff's Property as a source of drinking water supply and affects Plaintiff's ability to discharge wastewater.

85. The presence of PFAS causes significant costs, inconvenience and annoyance to Plaintiffs.

86. The condition affects a substantial number of people in the community who rely upon Plaintiff to provide water for residential, commercial, and recreational purposes and interferes with the rights common to the public at large to clean and safe drinking water resources, wastewater infrastructure and resources, and environment.

87. An ordinary person would be reasonably annoyed or disturbed by the presence in public drinking water and on public properties of toxic PFAS that endanger human health and degrade water quality.

88. The seriousness of the environmental and human health risk far outweighs any social utility of Defendants' conduct in manufacturing PFAS and PFAS-containing products and concealing the dangers posed to human health and the environment.

89. Plaintiff has suffered and will continue to suffer harm that is different from the type of harm suffered by the general public, and Plaintiff has incurred substantial costs to identify and remove PFAS from their water supply.

90. Plaintiff did not consent to the conduct that resulted in the contamination of Plaintiff's Property.

91. Defendants' conduct was a substantial factor in causing the harm to Plaintiff.

92. Defendants knew or, in the exercise of reasonable care, should have known that the manufacture and sale of PFAS-containing products was causing the type of contamination now found in and around Plaintiff's Property. Defendants knew that PFAS would contaminate water supplies and are associated with serious illnesses and cancers in humans. Defendants thus knew, or should have known, that PFAS contamination would seriously and unreasonably interfere with the ordinary comfort, use, and enjoyment of public water supply & intakes.

93. As a direct and proximate result of Defendants' creation of a public nuisance, Plaintiff has suffered, and continues to suffer, monetary damages to be proven at trial.

94. Defendants' conduct was malicious, oppressive, wanton, willful, intentional, and shocks the conscience, warranting punitive and exemplary damages, because they manufactured, promoted, sold, and supplied PFAS-containing products including AFFF, knowing that these products would release PFAS that are toxic, cannot be contained, and last for centuries.

## **SECOND CAUSE OF ACTION**

### **PRIVATE NUISANCE**

95. Plaintiff realleges and reaffirms all allegations set forth in the preceding paragraphs.

96. Plaintiff's Property has been contaminated by PFOA and/or PFOS as a direct and proximate result of the acts and omissions of Defendants as set forth above.

97. PFAS contamination is a substantial and unreasonable interference with the use of Plaintiff's Property, including but not limited to the ability to provide potable drinking water and discharge wastewater. The chemicals contaminate Plaintiff's Property and threaten the health of everyone in the community.

98. PFAS contamination caused by Defendants' conduct has damaged Plaintiff's Property and interfered with the ordinary safety, use, benefit, and enjoyment of Plaintiff's Property.

### **THIRD CAUSE OF ACTION**

#### **PRODUCTS LIABILITY- DESIGN DEFECT**

99. Plaintiff realleges and reaffirms all allegations set forth in the preceding paragraphs.

100. Defendants were engaged in the business of researching, designing, manufacturing, testing, distributing, marketing and selling Fluorosurfactant Products.

101. Defendants manufactured, marketed and/or sold Fluorosurfactant Products for use in controlling and extinguishing aviation, marine, fuel, and other flammable liquid fuel fires.

102. Defendants represented, asserted, claimed, and warranted that their Fluorosurfactant Products could be used in conformity with accompanying instructions and labels in a manner that would not cause injury or damage.

103. As manufacturers, designers, refiners, formulators, distributors, suppliers, sellers, and/or marketers of Fluorosurfactant Products, Defendants owed a duty to all persons whom Defendants' Fluorosurfactant Products might foreseeably harm, including Plaintiffs, not to manufacture, sell, or market any product which is unreasonably dangerous for its intended and foreseeable uses.

104. Defendants' Fluorosurfactant Products were used in a reasonably foreseeable manner and without substantial changes in the condition in which they were sold.

105. Defendants knew, or should have known, that use of Defendants' Fluorosurfactant Products in their intended manner would result in the spillage, discharge, disposal, or release of PFOS and/or PFOA into the surface water, soil, sediment, and groundwater.

106. Defendants' Fluorosurfactant Products were defective in design and unreasonably dangerous because, among other things: (a) PFOS and PFOA cause natural resource contamination, even when used in their foreseeable and intended manner; (b) even at extremely low levels, PFOS

and PFOA render drinking water unfit for consumption; (c) PFOS and PFOA pose significant threats to public health; and (d) PFOS and PFOA create real and potential damage to the environment.

107. PFOS and PFOA pose a greater danger to the environment than would be expected by ordinary persons and the general public.

108. At all times relevant herein, Defendants were capable of designing, manufacturing, or utilizing feasible alternatives that did not contain or degrade into PFOS or PFOA. PFAS with shorter carbon chains than PFOS and PFOA are less toxic and do not pose as great a threat to the environment and human health as do PFOS and PFOA.

109. As a direct and proximate result of Defendants' above described acts and omissions, Plaintiff has incurred, and will continue to incur, costs and damages related to the contamination of Plaintiff's Property including but not limited to the investigation, monitoring, treatment, testing, remediation, removal, and/or disposal of the contamination, operating, maintenance and consulting costs, legal fees, diminution of property value, and all other equitable and applicable damages.

#### **FOURTH CAUSE OF ACTION**

##### **PRODUCTS LIABILITY – FAILURE TO WARN**

110. Plaintiff realleges and reaffirms all allegations set forth in the preceding paragraphs.

111. As manufacturers, designers, refiners, formulators, distributors, suppliers, sellers, and/or marketers of Fluorosurfactant Products, Defendants had a duty to issue warnings to Plaintiff, the public, water providers, and public officials of the risks posed by PFOS and PFOA.

112. Defendants knew that Fluorosurfactant Products would be purchased, transported, stored, handled, and used without notice of the hazards that PFOS and PFOA pose to human health and the environment.

113. Defendants breached their duty to warn by unreasonably failing to provide Plaintiff, public officials, purchasers, downstream handlers, and/or the general public with warnings about the

potential and/or actual threat to human health and contamination of the environment by PFOS and PFOA, despite Defendants' knowledge that PFOS and PFOA were real and potential threats to the environment and human health.

114. Fluorosurfactant Products purchased or otherwise acquired from Defendants were used, discharged, released, and/or disposed of in and around Plaintiff's Property.

115. Defendants' Fluorosurfactant Products were used in a reasonably foreseeable manner and without substantial changes in the condition in which the products were sold.

116. Defendants' Fluorosurfactant Products were defective in design and unreasonably dangerous for the reasons set forth above.

117. Despite the known and/or foreseeable environmental and human health hazards associated with the use and/or disposal of Defendants' Fluorosurfactant Products, including contamination of Plaintiff's Property and the City's residents with PFOS and PFOA, Defendants failed to provide adequate warnings of, or take any other precautionary measures to mitigate, those hazards.

118. In particular, Defendants failed to describe such hazards or provide any precautionary statements regarding such hazards in the labeling of their Fluorosurfactant Products.

119. As a direct and proximate result of Defendants' above described acts and omissions, Plaintiff has incurred, and will continue to incur, costs and damages related to the contamination of Plaintiff's Property including but not limited to the investigation, monitoring, treatment, testing, remediation, removal, and/or disposal of the contamination, operating, maintenance and consulting costs, legal fees, diminution of property value, and all other equitable and applicable damages.

## **FIFTH CAUSE OF ACTION**

### **TRESPASS**

120. Plaintiff realleges and reaffirms all allegations set forth in the preceding paragraphs.

121. Defendants knew, or in the exercise of reasonable care should have known, that PFOS and PFOA would contaminate property owned by those such as Plaintiffs.

122. Defendants failed to properly warn against the use of Fluorosurfactant Products such that they proximately caused and continue to cause PFOS and PFOA to contaminate Plaintiff's Property.

123. The contamination of Plaintiff's Property has varied over time and has not yet ceased. PFOS and PFOA continue to migrate into and enter the soil, sediment, surface water, groundwater, and wastewater of the State. The contamination is reasonably abatable.

124. Plaintiff has not consented to, and does not consent to, this trespass.

125. Defendants knew or reasonably should have known that Plaintiff would not consent to this trespass.

126. As a direct and proximate result of Defendants' above described acts and omissions, Plaintiff has incurred, and will continue to incur, costs and damages related to the contamination of Plaintiff's Property, including but not limited to the investigation, monitoring, treatment, testing, remediation, removal, and/or disposal of the contamination, operating, maintenance and consulting costs, legal fees, diminution of property value, and all other equitable and applicable damages.

## **SIXTH CAUSE OF ACTION**

### **NEGLIGENCE**

127. Plaintiff realleges and reaffirms all allegations set forth in the preceding paragraphs.

128. As manufacturers, designers, refiners, formulators, distributors, suppliers, sellers, and/or marketers of Fluorosurfactant Products, Defendants owed a duty to Plaintiff, as well as to all persons whom Defendants' Fluorosurfactant Products might foreseeably harm, to exercise due care in the instructing, labeling, and warning of the handling, control, use, and disposal of Defendants' Fluorosurfactant Products.

129. Despite the fact that Defendants knew that PFOS and PFOA are toxic, can contaminate soil and water resources, and presents significant risks to human health and the environment, Defendants negligently: (a) designed, manufactured, formulated, handled, labeled, instructed, controlled, marketed, promoted, and/or sold Fluorosurfactant Products; (b) issued instructions on how Fluorosurfactant Products should be used and disposed of, thus improperly permitting PFOS and/or PFOA to enter and contaminate Plaintiff's Property; (c) failed to recall and/or warn the users of Fluorosurfactant Products of the dangers of soil and water contamination as a result of standard use and disposal of these products; and (d) failed and refused to issue the appropriate warnings and/or recalls to the users of Fluorosurfactant Products regarding the proper use and disposal of these products, notwithstanding the fact that Defendants knew, or could determine with reasonable certainty, the identities of the purchasers of their Fluorosurfactant Products.

130. As a direct and proximate result of Defendants' above described acts and omissions, Plaintiff has incurred, and will continue to incur, costs and damages related to the contamination of Plaintiff's Property, including but not limited to the investigation, monitoring, treatment, testing, remediation, removal, and/or disposal of the contamination, operating, maintenance and consulting costs, legal fees, diminution of property value, and all other equitable and applicable damages.

## **SEVENTH CAUSE OF ACTION**

### **GROSS NEGLIGENCE**

131. Plaintiff realleges and reaffirms all allegations set forth in the preceding paragraphs.

132. Plaintiff alleges that Defendants negligently, carelessly, and recklessly designed, manufactured, formulated, labeled, marketed, instructed, and sold Fluorosurfactant Products, and/or negligently, carelessly, and recklessly recommended application and disposal techniques for their

Fluorosurfactant Products, in such a way that directly and proximately resulted in the past and ongoing contamination of Plaintiff's Property.

133. At all times pertinent hereto, Defendants owed a duty to the State and its residents to use reasonable care and prudence in the designing, manufacturing, labeling, marketing, instructing, and selling of their Fluorosurfactant Products.

134. Defendants breached such duties or reasonable care and prudence by directly or proximately, whether by their actions or inactions, releasing and discharging Fluorosurfactant Products within Mississippi in such a way as to result in the past and ongoing contamination of Plaintiff's Property with PFOS and/or PFOA, which Defendants knew to be persistent, bioaccumulative, and toxic.

135. Such breaches of duty by Defendants were committed intentionally, recklessly, or with gross negligence, or negligently with knowledge by Defendants that PFOS and/or PFOA would be released into the environment, where they would not biodegrade, and with knowledge that such contaminants, unless fully and effectively treated, removed, or remediated, would easily migrate through the soil, sediment, surface water, and groundwater, thus contaminating Plaintiff's Property.

## **EIGHTH CAUSE OF ACTION**

### **CIVIL CONSPIRACY**

136. Plaintiff realleges and reaffirms all allegations set forth in the preceding paragraphs.

137. As a direct and proximate result of Defendants' above described acts and omissions, Plaintiff has incurred, and will continue to incur, costs and damages related to the contamination of Plaintiff's Property including but not limited to the investigation, monitoring, treatment, testing, remediation, removal, and/or disposal of the contamination, operating, maintenance and consulting costs, legal fees, diminution of property value, and all other equitable and applicable damages.

138. Plaintiff seeks equitable and other relief pursuant to the Uniform Fraudulent Transfer Act against DuPont.

139. Prior to and during 2015, Defendant DuPont was in the business of producing, making, fabricating, designing, marketing, and selling chemical feedstocks containing PFOA and/or chemicals that can degrade into PFOA and/or other PFAS as part of their “performance chemicals business.”

140. Upon information and belief, in February 2014, DuPont formed The Chemours Company as a wholly-owned subsidiary, and used it to spin off DuPont’s “performance chemicals business” products line in July 2015.

141. In addition to the transfer of the “performance chemicals business” products line, Chemours accepted broad assumption of liabilities for DuPont’s historical use, manufacture, and discharge of PFOA and other PFAS.

142. Upon information and belief, at the time of the transfer of its Performance Chemicals business to Chemours, DuPont had been sued, threatened with suit and/or had knowledge of the likelihood of litigation to be filed regarding DuPont’s liability for damages and injuries from the manufacture, design, marketing and sale of PFOA or other PFAS components for the use in AFFF products.

143. As a result of the transfer of assets and liabilities to Chemours described in this Amended Complaint, DuPont limited the availability of assets to cover judgements for all liability for damages and injuries from the manufacture, design, marketing, sale of PFOA or other PFAS components for the use in AFFF products.

144. DuPont has (a) acted with intent to hinder, delay and defraud creditors, or (b) without receiving a reasonably equivalent value in exchange for the transfer or obligation, and (i) was engaged or was about to engage in a business for which the remaining assets of Chemours were

unreasonably insufficient in relation to the business; or (ii) intended to incur, or believed or reasonably should have believed that it would incur, debts beyond its ability to pay as they became due.

145. Upon information and belief, DuPont engaged in acts in furtherance of a scheme to transfer its assets out of the reach of creditors, such as Plaintiffs, that have been damaged as a result of DuPont's actions as described in this Amended Complaint.

146. Upon information and belief, DuPont and Chemours acted without receiving a reasonably equivalent value in exchange for the transfer of obligations, and DuPont believed, or reasonably should have believed, that it would incur debts beyond Chemours' ability to pay as they became due.

147. Plaintiff seeks to avoid the transfer of DuPont's liabilities for the claims brought in this Complaint and to hold DuPont jointly and severally liable for any damages or other remedies that may be awarded by this Court or a jury under this Complaint.

### **PRAYER FOR RELIEF**

Plaintiff prays for judgment against Defendants, jointly and severally, as follows:

1. Compensatory damages according to proof including, but not limited to:
  - a. Costs and expenses related to the past, present, and future investigation, sampling, testing, and assessment of the extent of PFOA/PFOS contamination in Plaintiff's Property, including its drinking water supplies, wells, system, and facilities, wastewater property, facilities and infrastructure, airport property, facilities and infrastructure, and landfill properties, facilities and infrastructure;
  - b. Costs and expenses related to past, present, and future treatment and remediation of PFOA and/or PFOS contamination of Plaintiff's Property, including its drinking water supplies, wells, system, and facilities, wastewater property, facilities and

infrastructure, airport property, facilities and infrastructure, and landfill properties, facilities and infrastructure;

- c. Costs and expenses related to past, present, and future installation and maintenance of monitoring mechanisms to assess and evaluate PFOA and/or PFOS in Plaintiff's Property, including its drinking water supplies, wells, system, and facilities, wastewater property, facilities and infrastructure, airport property, facilities and infrastructure, and landfill properties, facilities and infrastructure;

2. Avoiding the transfer of DuPont's liabilities for the claims brought in this Amended Complaint;

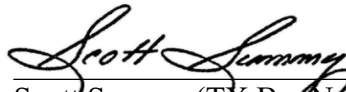
3. Punitive damages;
4. Consequential damages;
5. Pre-judgment and post-judgment interest;
6. Any other and further relief as the Court deems just, proper, and equitable.

**DEMAND FOR JURY TRIAL**

Plaintiff respectfully demands a jury trial.

Dated: March 2, 2026

Respectfully submitted,



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*Attorneys for Plaintiff*

# Summary of Measured Noise Levels in the Town of Superior, Colorado due to Rocky Mountain Metropolitan Airport Operations

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January 2026



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Prepared by:

**Hankard Environmental, Inc.**  
Colorado, Wisconsin



## Monthly Summary – January 2026 (Water Bladder Site)

The following summarizes the daytime 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 January 2026. Additional information regarding the measurements follows.

- Over the entire month, a total of 5,654 aircraft operations<sup>1</sup> occurred within 1.25 miles of the measurement location (the distance within which aircraft are audible).
- Of these, 2,448 were touch and go (T&G) operations (43%).
- Over the entire month, aircraft operations were clearly noticeable (aircraft noise measured at approximately 5 dBA above the ambient sound level) for 3,449 minutes (57 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 1,821 minutes (30 hours), which is a 47% reduction.
- The following summarizes the January 2026 noise survey results at the Water Bladder.

**Table 1 - Summary of Daytime Measured Noise Levels and Aircraft Operations, January 2026  
(Water Bladder)**

Operations	Quantity	Audible Aircraft Operations	Aircraft Noise Above Ambient (dBA)	Aircraft 5 dBA Above Ambient (minutes)	Aircraft 10 dBA Above Ambient (minutes)	Aircraft 20 dBA Above Ambient (minutes)
All	Total for month	5,654	---	3,449	1,701	232
	Daily average	182	14	138	68	9
Touch and Go Removed	Total for month	3,744	---	1,821	941	145
	Daily average	121	12	73	38	6

- Figure 1 shows the flight paths on January 2, 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. Note there were higher than usual ambient noise levels on many days this month (including January 2) due to water bladder pumping operations. Maximum noise levels generated by individual aircraft operations exceeded the ambient sound level by at least the following levels for the durations noted:
  - 5 dBA (clearly noticeable), 147 minutes.
  - 10 dBA (significant increase), 74 minutes.
  - 20 dBA (much louder), 11 minutes.
- Table 2 shows the hourly average noise levels and operation counts for this day.
- Figure 3 shows an example hour for this day.
- Figure 4 shows the flight paths for the entire month of January 2026.

<sup>1</sup> 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.

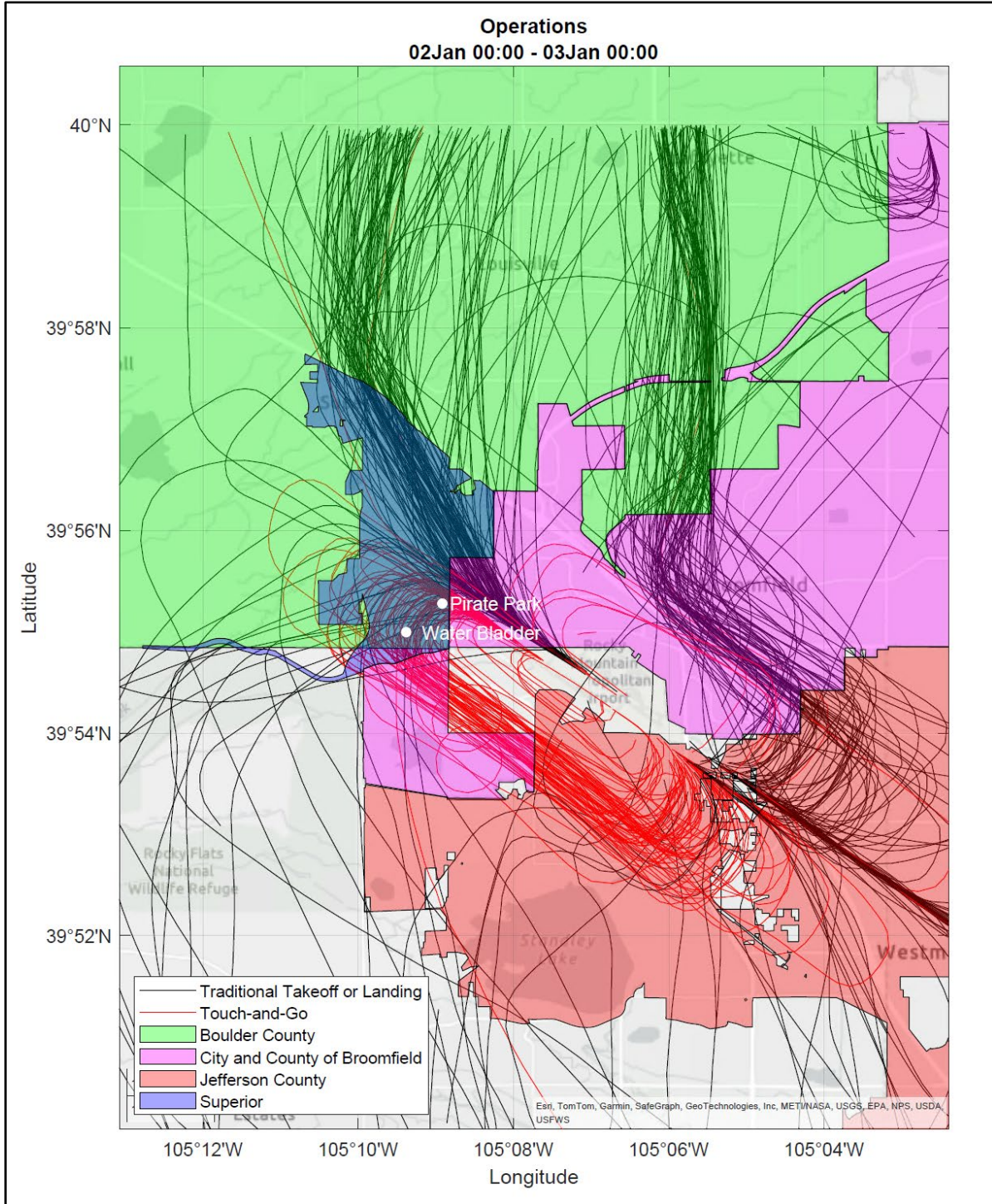


Figure 1 – Flight Paths on Median Day in January 2026 (410 Operations; 101 T&G)

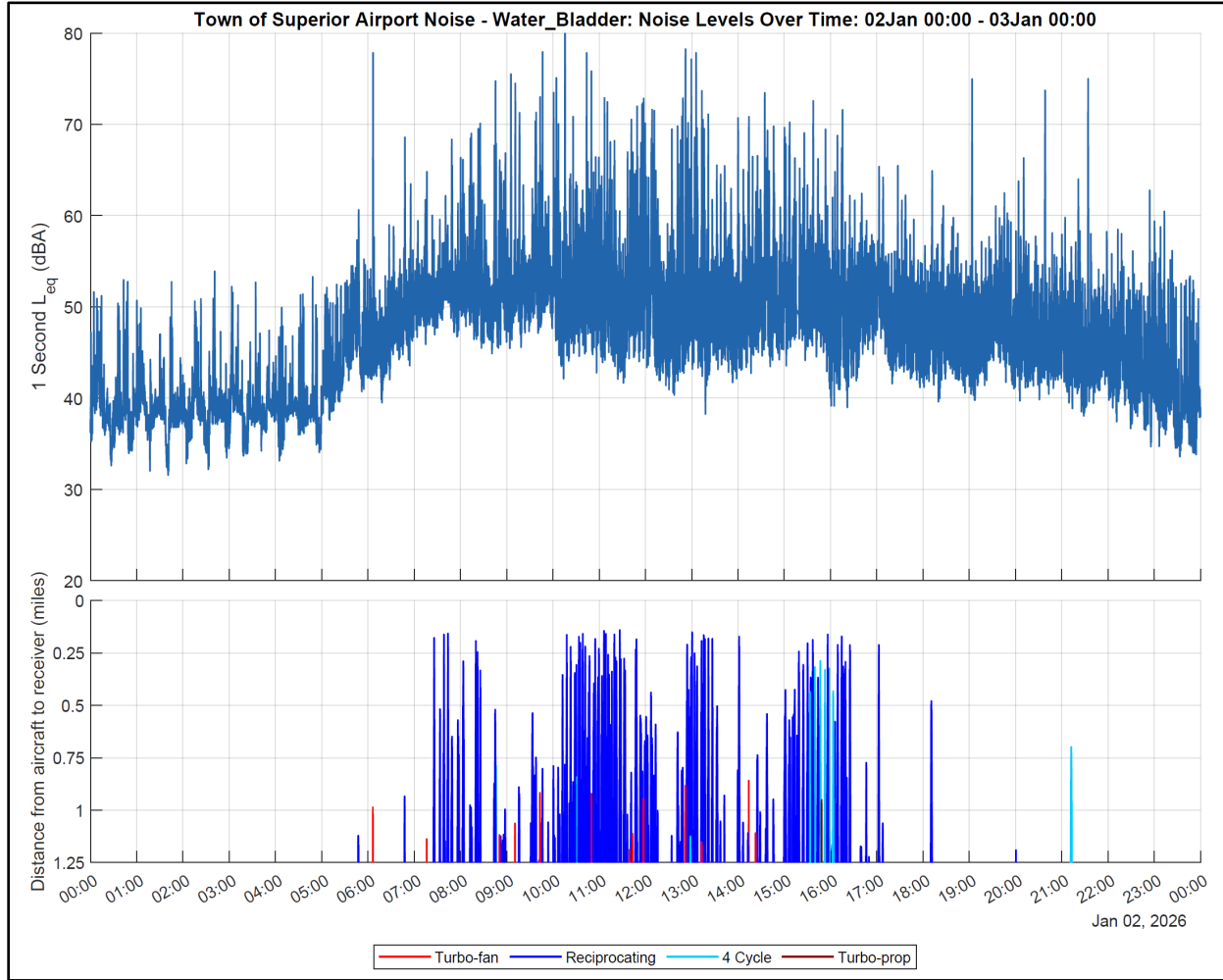


Figure 2 – Noise Levels and Aircraft Operations on Median Day (Water Bladder)

Table 2 – Hourly Noise Levels and Aircraft Operations on Median Day (Water Bladder)

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)	52	56	56	58	57	58	56	55	56	53	51	50	52	52	50
Number of Operations	13	20	28	53	56	50	35	35	40	37	12	9	9	3	1

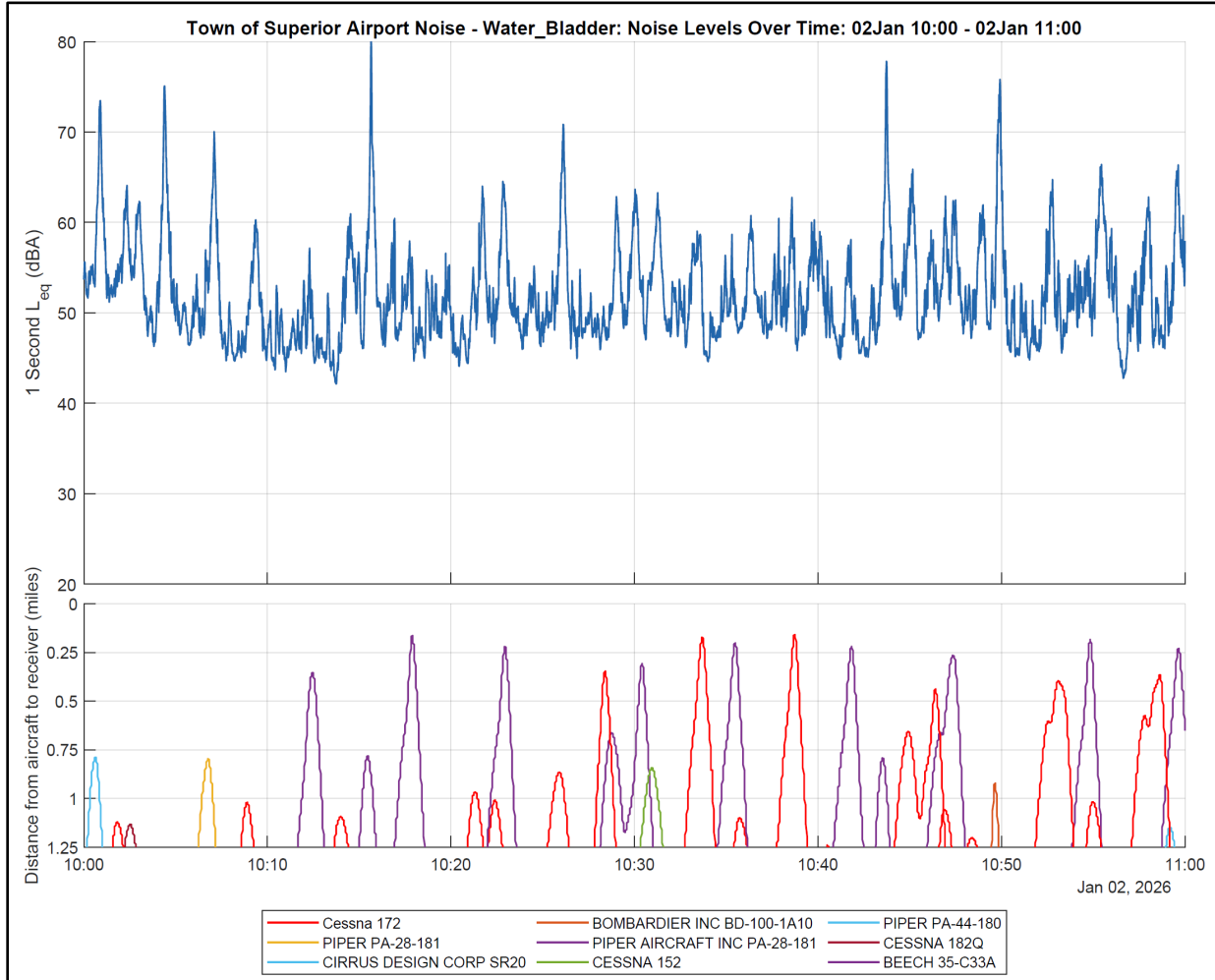


Figure 3 – Noise Levels and Aircraft Operations during an Example Hour on Median Day  
(Water Bladder)

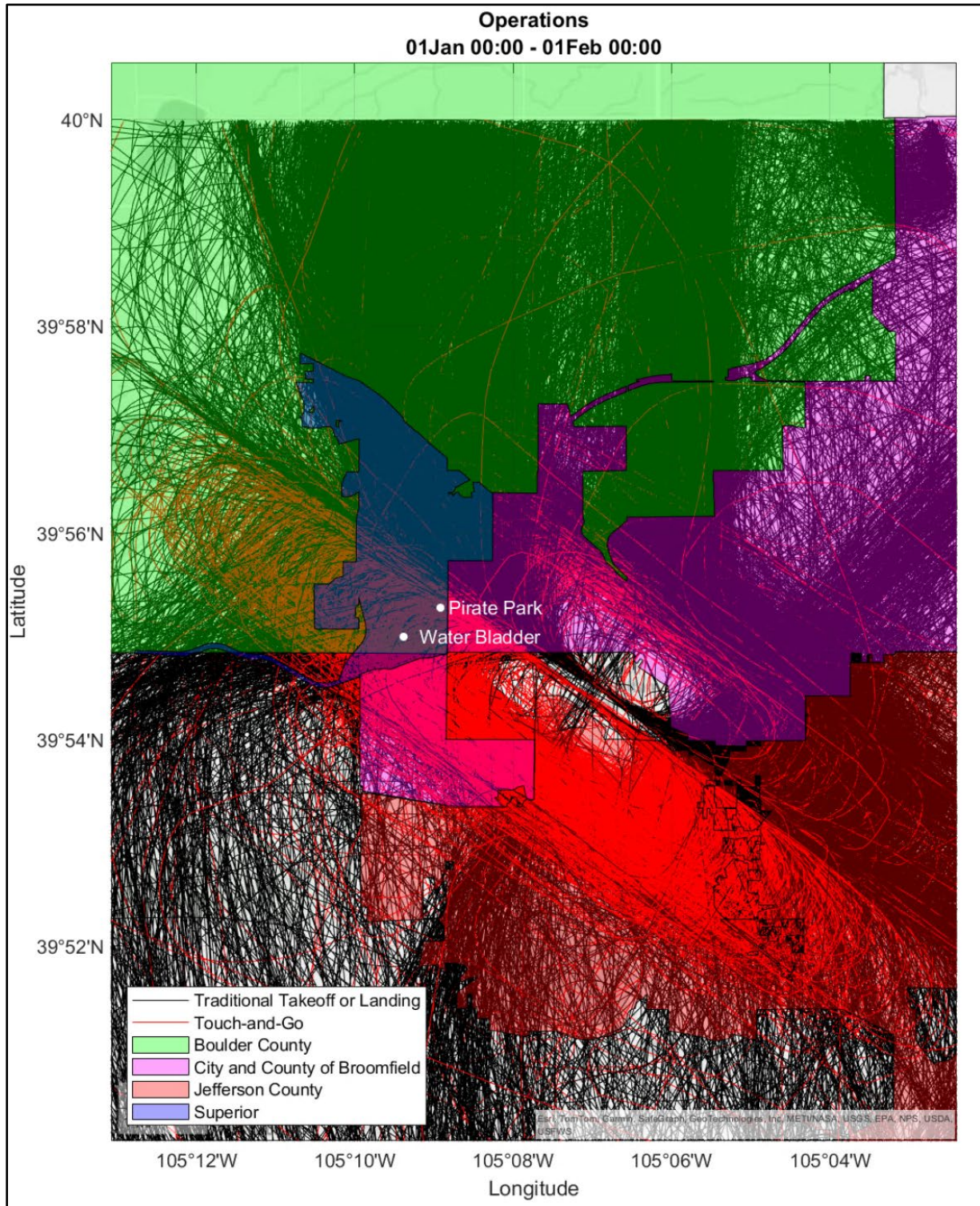


Figure 4 – All Flight Paths in January 2026 (10,464 Operations; 2,725 T&G)

## Monthly Summary – January 2026 (Pirate Park Site)

The following summarizes the daytime noise levels measured at the Pirate Park measurement location located near Pirate Park off Yarrow Circle and aircraft operations detected over the Town of Superior for the month of January 2026. Additional information regarding the measurements follows.

- Over the entire month, a total of 6,332 aircraft operations<sup>2</sup> occurred within 1.25 miles of the measurement location (the distance within which aircraft are audible).
- Of these, 2,522 were touch and go (T&G) operations (40%).
- Over the entire month, aircraft operations were clearly noticeable (aircraft noise measured at approximately 5 dBA above the ambient sound level) for 5,202 minutes (87 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 3,264 minutes (54 hours), which is a 37% reduction.
- The following summarizes the January 2026 noise survey at Pirate Park. Note the number of minutes that aircraft noise was 20 dBA above ambient is much higher than at the Water Bladder site due to the closer proximity to the runway and the lower, climbing aircraft.

**Table 3 - Daytime Measured Noise Levels and Aircraft Operations, January 2026 (Pirate Park)**

Operations	Quantity	Audible aircraft operations	Aircraft noise above ambient (dBA)	Aircraft 5 dBA Above Ambient (minutes)	Aircraft 10 dBA Above Ambient (minutes)	Aircraft 20 dBA Above Ambient (minutes)
All	Total for month	6,332	---	5,202	3,953	1,242
	Daily average	204	22	193	146	46
Touch and Go Removed	Total for month	4,383	---	3,264	2,478	696
	Daily average	141	19	121	92	26

- Figure 5 shows the measured noise levels and concurrent aircraft activity for January 2, a day with total operations close to the median for the month. Maximum noise levels generated by individual aircraft operations exceeded the ambient sound level by at least the following levels for the durations noted:
  - 5 dBA (clearly noticeable), 197 minutes.
  - 10 dBA (significant increase), 136 minutes.
  - 20 dBA (much louder), 40 minutes.
- Table 4 shows the hourly average noise levels and operation counts for this day.
- Figure 6 shows an hour on this day, during which time the measured noise level was often above ambient conditions (40 dBA for this hour), meaning that aircraft noise was regularly present.

<sup>2</sup> 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.

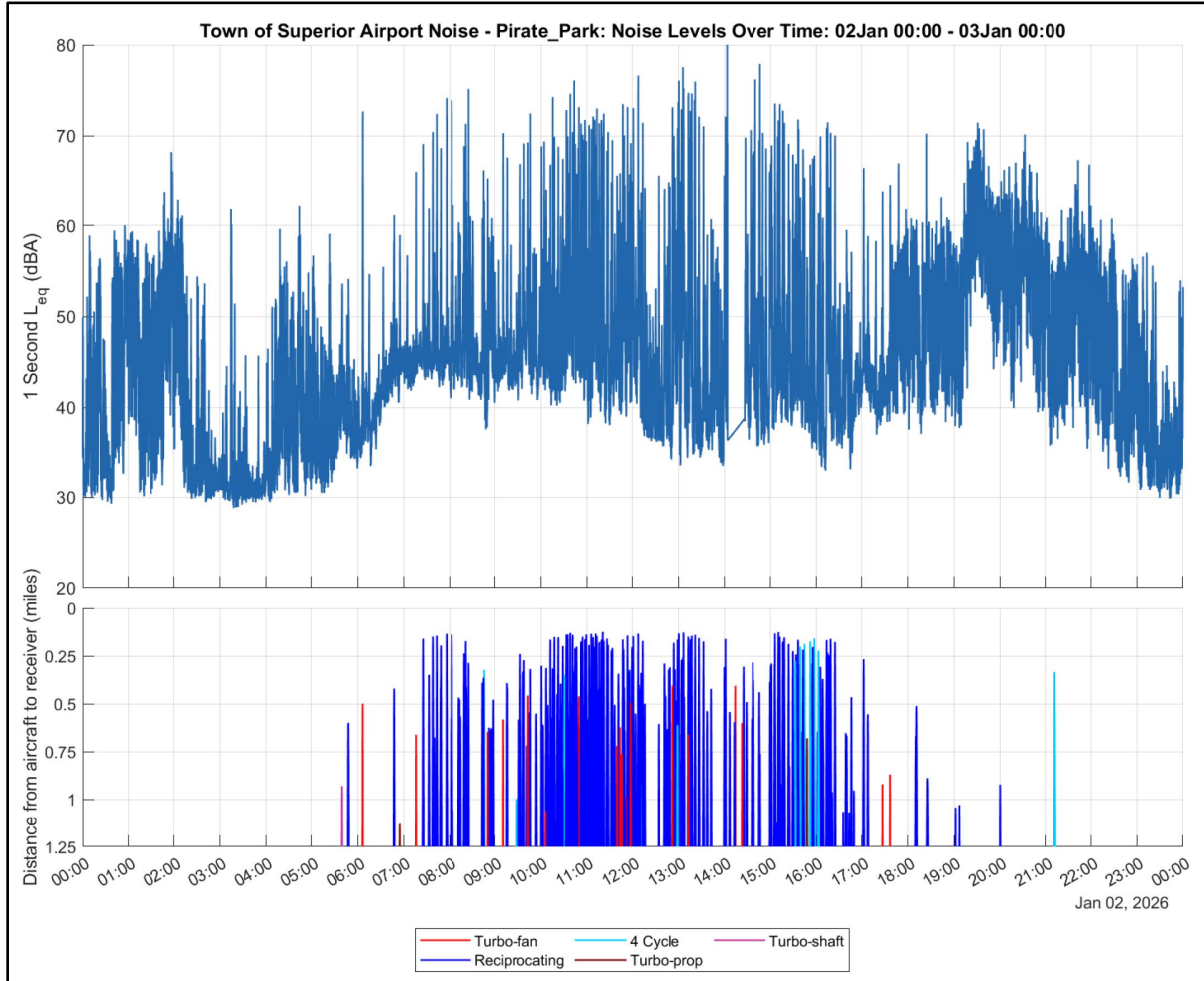


Figure 5 – Noise Levels and Aircraft Operations on Median Day (Pirate Park)

Table 4 – Hourly Noise Levels and Aircraft Operations on Median Day (Pirate Park)

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)	53	54	52	58	57	56	58	62	56	53	51	53	60	58	54
Number of Operations	13	20	28	53	56	50	35	35	40	37	12	9	9	3	1

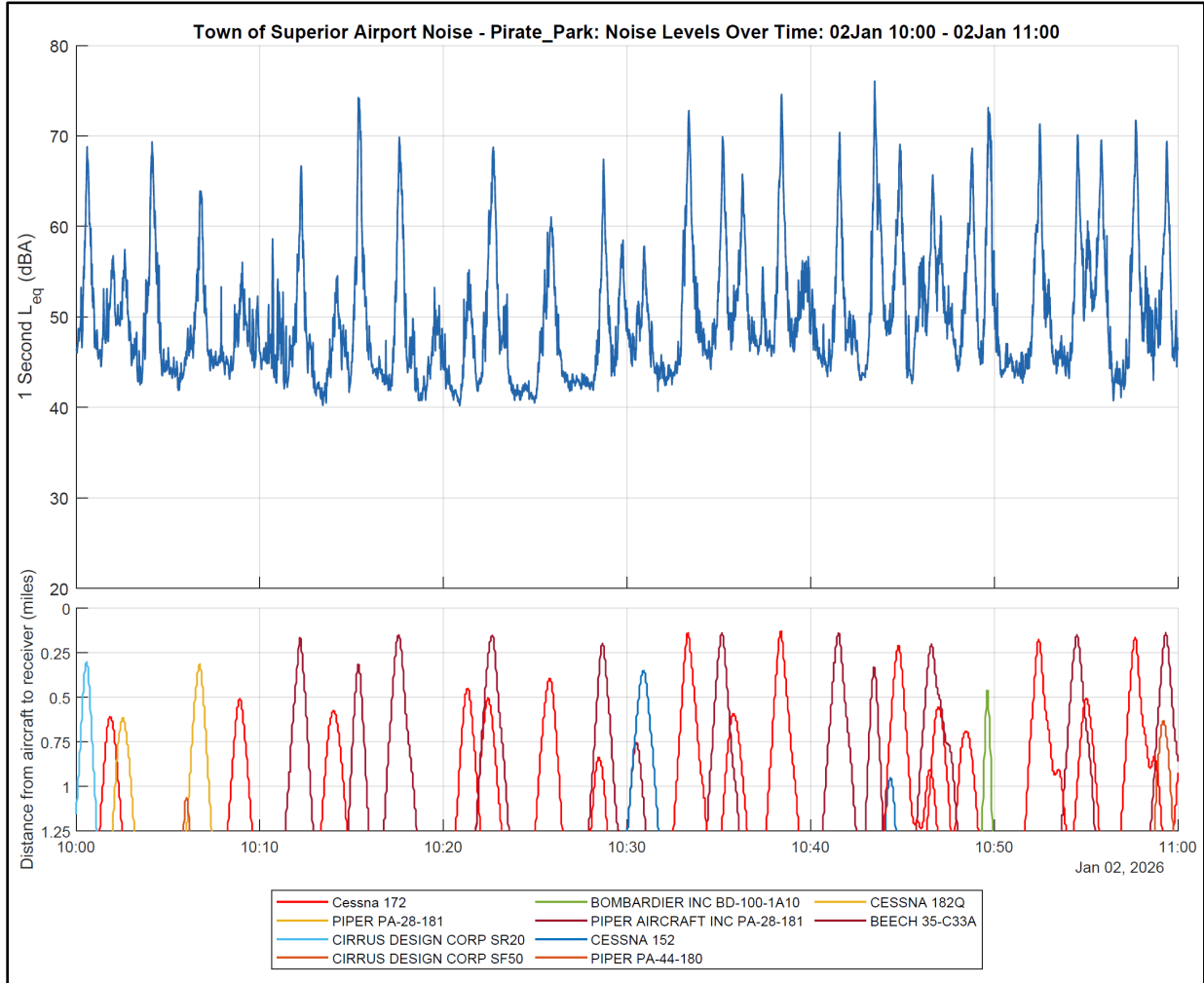


Figure 6 – Noise Levels and Aircraft Operations during an Example Hour on Median Day (Pirate Park)

# Detailed Results

## 1. Measurement Locations and Flight Paths

Noise level monitors were placed at the locations shown in Figure 1-1 and configured to continually measure noise levels. The meters were in service for the entirety of January 2026. 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 runway 12 L. The Pirate Park location was chosen as it is directly in the flight path of runway 12 R while still being nearby to residences.

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 of Superior, as shown in Figures 1 and 4 (above).

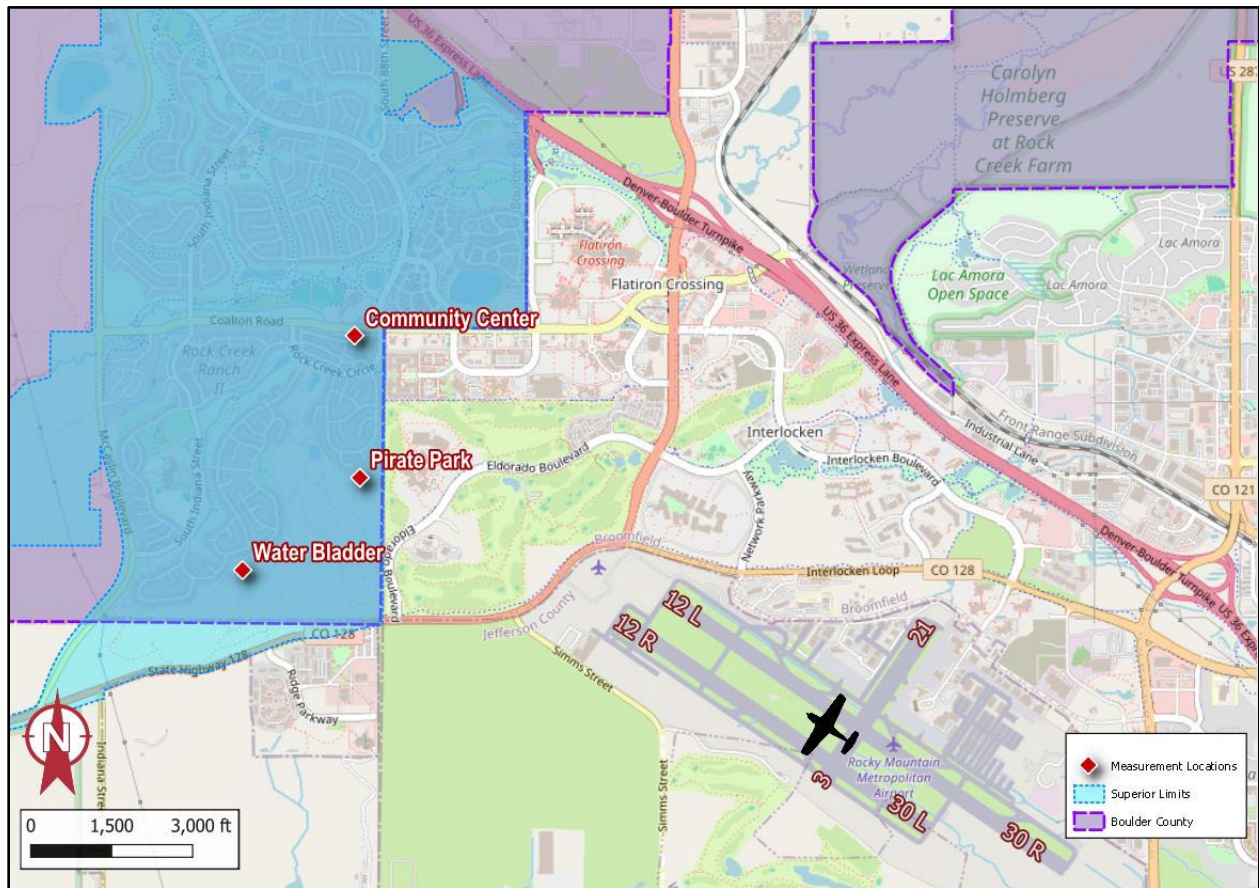


Figure 1-1. Measurement Locations and Airport

## **2. Noise and Aircraft Operations Measurement Procedures**

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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 January 2, 2026 and the drift in the measured noise level was well within tolerance (Water Bladder -0.26 dB, Pirate Park +0.16 dB, and Community Center -0.02 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 1-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 in the area 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 1-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 merely passing overhead and not using Rocky Mountain Metropolitan Airport.

## 2.4 Meteorological Data

Wind speeds and direction are being measured continuously at each 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 January 2026. A total of 744 hours of continuous noise, aircraft, and ground wind data were collected. All data was organized into a single database and 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 an example one-hour period at Pirate Park. This example shows a Cessna 172 (shown in blue) performing touch and go operations, which involves landing and immediately taking off again, and results in the airplane passing over the microphone every few 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 72 dBA, which is a 37 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 ambient sound level for this day of 38 dBA is rarely reached because there was very little time when aircraft noise was not audible.

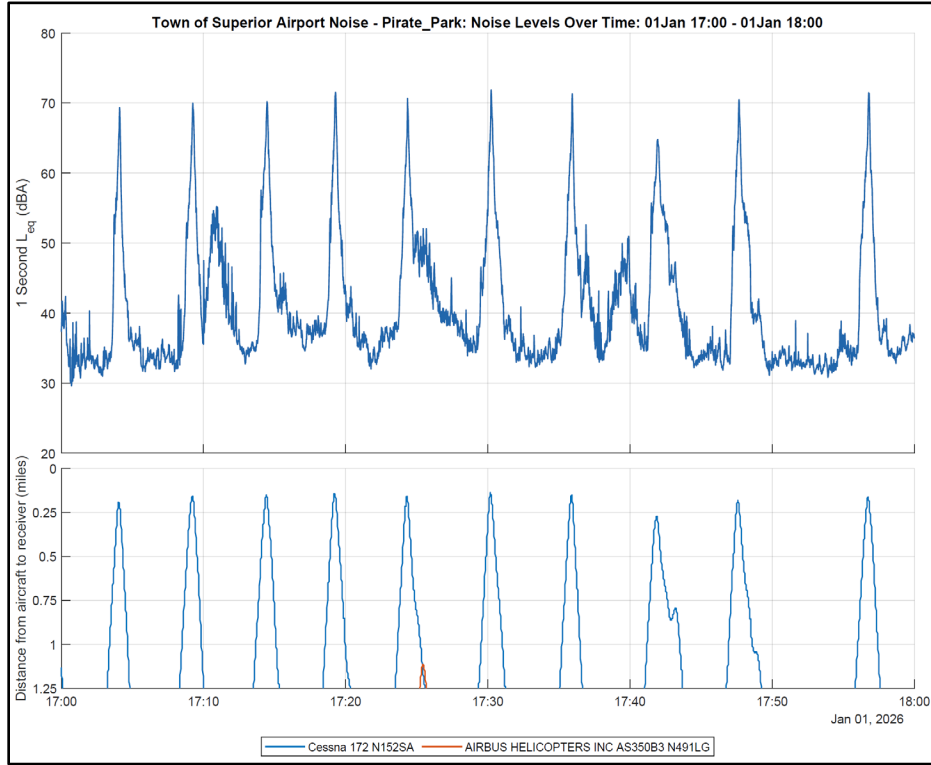


Figure 2-1. Example Time Plot of Measured Noise Levels - Touch and Go Operations

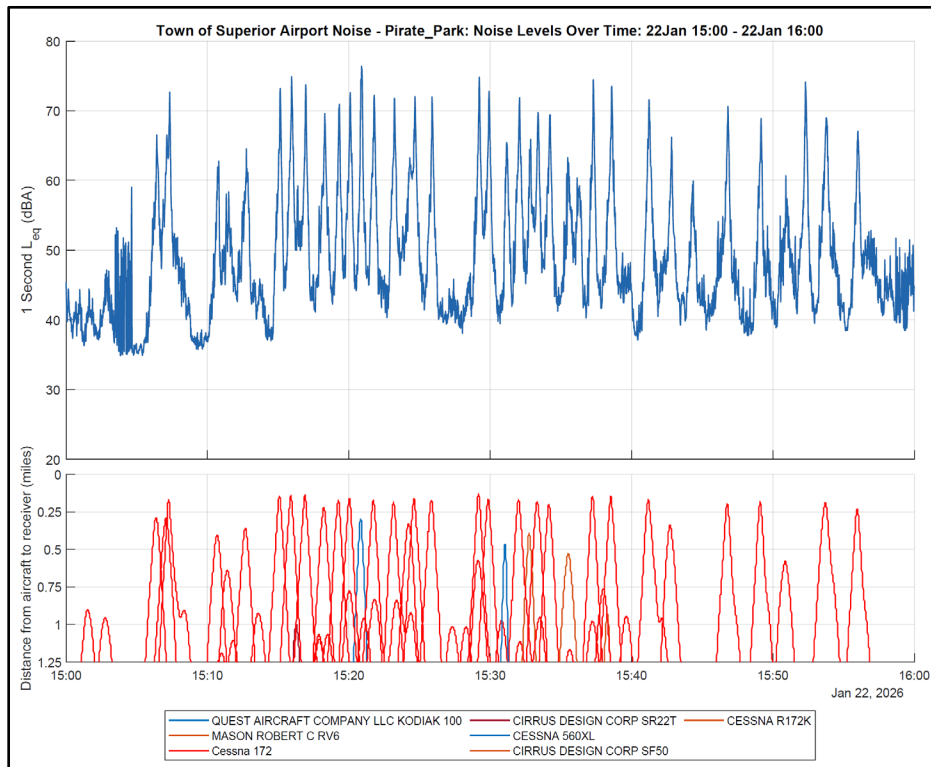


Figure 2-2. Example Time Plot During an Hour with Frequent Aircraft Operations

### 3. Data Analysis Procedures

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The measured noise level and aircraft operations data were analyzed as follows.

#### 3.1 Duration of Analysis Intervals

The measured data was recorded and analyzed in 1-second intervals. This interval was chosen because it provides sufficient resolution to capture changes in noise levels against aircraft proximity over time and follows the FAA’s procedures. 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 1-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 for aircraft above 11,000 feet or classified as flyovers were excluded from further analysis as these operations were not generated by this airport.

Each aircraft detected in the month is analyzed separately. Each 1-second sample in which 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 takeoff, landing, touch and go operation, and flyover. Starting with the first 1-second 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 a flyover and is disregarded from further analysis.

	Is on the ground within the next 20 minutes	Is not on the ground within the next 20 minutes
Previous sample was on the ground	Touch and Go	Takeoff
Previous sample was not on the ground	Landing	Flyover

Additionally, T&G operations were further classified as initial (the initial takeoff) or subsequent (subsequent touch and go landings and takeoffs) depending on whether the previous 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 a 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 1-second  $L_{eq}$  dBA noise level samples measured between 7:00 AM and 10:00 PM and determining the 90<sup>th</sup> 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 1-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 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 1-second samples taken when aircraft operations were audible, but with noise levels during all times when an 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 have been 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 take off and land at the airport even if T&G operations were located elsewhere. This initial T&G operation represents the takeoff and landing.

**Table 3-1. Aircraft Operations by Type<sup>3</sup>**

Day	Operation Type			Total Operations	Percentage T&G	Total Number of Unique Aircraft
	T&G	Takeoff	Landing			
1-Jan-26	95	48	46	189	50%	53
2-Jan-26	101	151	158	410	25%	117
3-Jan-26	132	170	162	464	28%	144
4-Jan-26	69	50	54	173	40%	70
5-Jan-26	40	71	73	184	22%	88
6-Jan-26	6	34	27	67	9%	39
7-Jan-26	184	225	226	635	29%	157
8-Jan-26	1	21	18	40	3%	28
9-Jan-26	79	92	96	267	30%	74
10-Jan-26	118	179	185	482	24%	121
11-Jan-26	132	177	170	479	28%	125
12-Jan-26	39	232	233	504	8%	128
13-Jan-26	114	160	159	433	26%	125
14-Jan-26	96	223	220	539	18%	139
15-Jan-26	15	49	55	119	13%	72
16-Jan-26	103	81	80	264	39%	90
17-Jan-26	149	116	119	384	39%	103
18-Jan-26	75	109	106	290	26%	101
19-Jan-26	111	158	158	427	26%	139
20-Jan-26	77	87	86	250	31%	107
21-Jan-26	131	180	184	495	26%	132
22-Jan-26	230	229	228	687	33%	154
23-Jan-26	0	29	28	57	0%	42
24-Jan-26	12	17	21	50	24%	29
25-Jan-26	13	53	54	120	11%	62
26-Jan-26	36	85	69	190	19%	89
27-Jan-26	126	188	192	506	25%	125
28-Jan-26	68	170	165	403	17%	132
29-Jan-26	133	182	198	513	26%	134
30-Jan-26	195	223	220	638	31%	148
31-Jan-26	45	82	78	205	22%	79
Month Total	2,725	3,871	3,868	10,464	26%	-

<sup>3</sup> 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.

**Table 3-2. Aircraft Operations by Aircraft Engine Type<sup>4</sup>**

Day	Engine Type					
	Piston	Turboprop	Turboshaft	Turbojet	Turbofan	Unknown
1-Jan-26	170	3	0	0	16	0
2-Jan-26	351	5	12	0	40	2
3-Jan-26	382	17	8	0	54	3
4-Jan-26	123	9	1	0	39	1
5-Jan-26	114	21	6	0	41	2
6-Jan-26	12	18	6	0	31	0
7-Jan-26	551	19	11	0	50	4
8-Jan-26	0	13	2	0	25	0
9-Jan-26	233	7	6	0	19	2
10-Jan-26	437	18	6	0	19	2
11-Jan-26	439	9	2	0	29	0
12-Jan-26	449	22	8	0	23	2
13-Jan-26	353	25	23	0	30	2
14-Jan-26	476	11	7	2	38	5
15-Jan-26	56	25	1	0	37	0
16-Jan-26	189	14	13	0	42	6
17-Jan-26	339	14	2	0	27	2
18-Jan-26	245	6	7	0	32	0
19-Jan-26	357	17	7	0	41	5
20-Jan-26	164	20	19	0	45	2
21-Jan-26	437	8	6	6	37	1
22-Jan-26	614	19	8	0	46	0
23-Jan-26	0	11	0	1	44	1
24-Jan-26	28	3	0	1	17	1
25-Jan-26	70	9	0	0	40	1
26-Jan-26	129	18	6	0	35	2
27-Jan-26	446	20	10	0	27	3
28-Jan-26	321	20	9	0	41	12
29-Jan-26	437	16	6	0	44	10
30-Jan-26	574	25	0	0	38	1
31-Jan-26	171	5	9	0	20	0
Month Total	8,667	447	201	10	1,067	72

<sup>4</sup> 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.

## 4. Noise Measurement and Analysis Results

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Tables 4-1 through 4-3 provide a summary of the noise levels and aircraft operations measured during each day of January 2026 at each of the three measurement locations. 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 from and to 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 at least 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<sup>5</sup> and Aircraft Operations<sup>6</sup> – 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			Number of Audible Operations	Average Noise Level with Aircraft (dBA)	Aircraft Noise Level Increase Above Ambient (dBA)	Duration of Aircraft Noise Levels		
					> 5 dBA	> 10 dBA	> 20 dBA				> 5dBA	> 10 dBA	> 20 dBA
1-Jan-26	42	128	54	12	107	47	4	49	50	8	31	14	2
2-Jan-26	44	208	59	15	147	74	11	149	57	13	81	43	7
3-Jan-26	43	294	58	16	175	89	16	196	56	13	87	48	10
4-Jan-26	41	106	55	14	72	33	5	61	53	12	31	15	4
5-Jan-26	44	81	55	10	38	14	1	59	53	9	21	8	1
6-Jan-26	-	22	-	-	-	-	-	20	-	-	-	-	-
7-Jan-26	43	386	58	15	262	143	23	248	54	11	114	61	11
8-Jan-26	-	14	-	-	-	-	-	14	-	-	-	-	-
9-Jan-26	42	144	57	15	101	58	8	90	55	13	55	33	5
10-Jan-26	42	266	57	15	193	116	16	185	55	14	118	75	12
11-Jan-26	41	275	57	16	204	126	21	173	55	14	95	62	12
12-Jan-26	42	216	57	15	132	74	10	195	57	14	119	68	10
13-Jan-26	43	190	55	12	124	55	4	122	54	10	79	39	4
14-Jan-26	44	301	55	11	134	42	4	226	54	10	100	36	4
15-Jan-26	-	34	-	-	-	-	-	28	-	-	-	-	-
16-Jan-26	43	162	55	12	89	27	4	83	52	9	33	11	2
17-Jan-26	41	254	55	14	134	53	10	143	53	12	59	26	6
18-Jan-26	43	177	55	12	112	42	4	122	54	11	67	30	3
19-Jan-26	42	229	59	17	197	104	19	153	56	14	101	53	9
20-Jan-26	43	113	57	14	96	49	4	68	52	9	38	18	1
21-Jan-26	43	284	57	13	191	97	12	187	54	11	91	51	7
22-Jan-26	45	425	59	14	296	159	20	249	55	11	118	67	10
23-Jan-26	-	19	-	-	-	-	-	19	-	-	-	-	-
24-Jan-26	-	29	-	-	-	-	-	20	-	-	-	-	-
25-Jan-26	41	71	59	18	39	23	5	64	59	18	36	21	5
26-Jan-26	41	76	53	12	33	13	2	52	51	11	23	10	1
27-Jan-26	43	264	56	13	179	88	10	172	54	11	93	48	6
28-Jan-26	42	159	55	12	101	44	4	116	54	11	64	30	3
29-Jan-26	-	242	-	-	-	-	-	153	-	-	-	-	-
30-Jan-26	45	400	58	13	231	108	14	261	56	11	120	55	8
31-Jan-26	44	85	56	12	60	24	2	67	55	11	46	20	2
<b>Monthly Average</b>	<b>43</b>	<b>182</b>	<b>56</b>	<b>14</b>	<b>138</b>	<b>68</b>	<b>9</b>	<b>121</b>	<b>54</b>	<b>12</b>	<b>73</b>	<b>38</b>	<b>6</b>
<b>Monthly Total</b>	<b>-</b>	<b>5,654</b>	<b>-</b>	<b>-</b>	<b>3,449</b>	<b>1,701</b>	<b>232</b>	<b>3,744</b>	<b>-</b>	<b>-</b>	<b>1,821</b>	<b>941</b>	<b>145</b>

<sup>5</sup> No usable noise data from January 6, 8, 16 23, or 24 due to high wind and January 29 due to meter malfunction.

<sup>6</sup> 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.

**Table 4-2. Summary of Measured Noise Levels<sup>7</sup> and Aircraft Operations<sup>8</sup> – 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			Number of Audible Operations	Average Noise Level with Aircraft (dBA)	Aircraft Noise Level Increase Above Ambient (dBA)	Duration of Aircraft Noise Levels		
					> 5 dBA	> 10 dBA	> 20 dBA				> 5dBA	> 10 dBA	> 20 dBA
1-Jan-26	33	136	57	23	126	98	34	58	50	16	53	35	8
2-Jan-26	36	217	56	20	154	106	23	158	54	17	119	78	14
3-Jan-26	-	305	-	-	-	-	-	206	-	-	-	-	-
4-Jan-26	-	112	-	-	-	-	-	65	-	-	-	-	-
5-Jan-26	42	102	53	10	54	22	0	79	52	9	44	18	0
6-Jan-26	-	33	-	-	-	-	-	31	-	-	-	-	-
7-Jan-26	34	397	55	21	343	277	68	259	51	17	226	175	34
8-Jan-26	31	20	56	25	12	11	6	20	56	25	12	11	6
9-Jan-26	35	153	56	21	153	115	28	99	52	18	107	76	12
10-Jan-26	37	286	54	18	241	164	27	206	53	16	194	129	19
11-Jan-26	36	295	57	20	255	183	45	193	54	17	177	116	24
12-Jan-26	38	261	54	16	228	108	10	240	54	16	216	102	10
13-Jan-26	40	244	54	14	182	86	10	167	53	13	144	68	7
14-Jan-26	38	306	49	11	178	83	4	231	48	11	152	75	3
15-Jan-26	-	56	-	-	-	-	-	50	-	-	-	-	-
16-Jan-26	33	173	53	20	138	96	26	94	50	17	76	51	11
17-Jan-26	35	267	54	19	182	119	28	154	50	15	107	68	13
18-Jan-26	35	192	52	17	156	83	13	137	50	15	118	64	9
19-Jan-26	37	244	55	19	205	140	28	168	53	17	145	95	16
20-Jan-26	37	137	55	19	107	70	14	93	52	16	69	45	8
21-Jan-26	34	299	55	20	266	198	40	201	52	17	191	138	19
22-Jan-26	37	443	56	19	370	276	52	266	53	16	224	159	24
23-Jan-26	34	29	53	19	12	10	2	29	53	19	12	10	2
24-Jan-26	33	29	50	17	24	17	3	20	48	15	17	12	2
25-Jan-26	29	79	53	23	73	61	20	71	52	23	65	54	19
26-Jan-26	-	107	-	-	-	-	-	83	-	-	-	-	-
27-Jan-26	34	297	54	20	272	193	38	205	52	18	203	140	24
28-Jan-26	37	215	51	15	165	87	8	171	51	14	143	75	7
29-Jan-26	37	293	53	16	227	135	16	201	51	14	182	107	11
30-Jan-26	-	414	-	-	-	-	-	276	-	-	-	-	-
31-Jan-26	38	112	56	17	103	64	10	94	55	17	93	57	9
<b>Monthly Average</b>	<b>36</b>	<b>202</b>	<b>54</b>	<b>18</b>	<b>169</b>	<b>112</b>	<b>22</b>	<b>140</b>	<b>52</b>	<b>16</b>	<b>124</b>	<b>78</b>	<b>12</b>
<b>Monthly Total</b>	<b>-</b>	<b>6,253</b>	<b>-</b>	<b>-</b>	<b>4,226</b>	<b>2,801</b>	<b>554</b>	<b>4,325</b>	<b>-</b>	<b>-</b>	<b>3,091</b>	<b>1,959</b>	<b>312</b>

<sup>7</sup> No usable noise data from January 6, 15, or 26 due to high wind and January 3, 4, and 30 due to meter malfunction.

<sup>8</sup> 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.

**Table 4-3. Summary of Measured Noise Levels<sup>9</sup> and Aircraft Operations<sup>10</sup> – Pirate Park**

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			Number of Audible Operations	Average Noise Level with Aircraft (dBA)	Aircraft Noise Level Increase Above Ambient (dBA)	Duration of Aircraft Noise Levels		
					> 5 dBA	> 10 dBA	> 20 dBA				> 5dBA	> 10 dBA	> 20 dBA
1-Jan-26	35	138	59	24	145	118	49	59	51	16	53	41	13
2-Jan-26	39	224	59	20	197	136	40	161	57	17	126	88	21
3-Jan-26	36	304	58	22	245	180	55	205	55	19	139	102	32
4-Jan-26	35	114	58	23	100	77	29	67	53	19	47	34	12
5-Jan-26	-	105	-	-	-	-	-	82	-	-	-	-	-
6-Jan-26	-	34	-	-	-	-	-	32	-	-	-	-	-
7-Jan-26	36	401	59	23	365	285	96	263	54	18	201	156	44
8-Jan-26	33	20	62	29	11	9	6	20	62	29	11	9	6
9-Jan-26	35	153	60	25	160	128	48	99	55	20	98	78	24
10-Jan-26	37	288	58	21	260	210	63	206	55	19	182	146	39
11-Jan-26	36	298	59	23	275	221	77	196	55	19	158	123	35
12-Jan-26	38	266	56	18	240	182	37	245	55	18	220	167	34
13-Jan-26	41	250	59	18	232	189	46	172	58	17	160	133	35
14-Jan-26	38	308	52	13	176	88	8	232	51	13	136	68	7
15-Jan-26	-	56	-	-	-	-	-	50	-	-	-	-	-
16-Jan-26	35	174	56	21	146	103	24	95	51	16	68	46	12
17-Jan-26	36	268	57	22	206	154	49	154	53	17	107	80	24
18-Jan-26	37	193	57	20	163	113	38	138	56	19	111	81	31
19-Jan-26	37	245	59	22	230	170	54	169	55	18	139	101	29
20-Jan-26	37	142	60	23	123	92	41	95	58	21	69	56	26
21-Jan-26	36	302	59	23	276	213	71	204	55	19	169	131	35
22-Jan-26	38	445	60	22	393	300	100	267	56	17	198	150	39
23-Jan-26	36	29	59	24	10	9	4	29	59	24	10	9	4
24-Jan-26	34	29	55	21	25	19	7	20	54	20	16	12	5
25-Jan-26	32	79	57	25	66	58	23	71	57	25	58	50	21
26-Jan-26	-	109	-	-	-	-	-	85	-	-	-	-	-
27-Jan-26	35	302	57	22	284	232	85	210	54	19	179	147	45
28-Jan-26	37	220	57	20	190	153	49	176	56	19	151	124	41
29-Jan-26	39	301	58	19	263	217	54	206	55	17	184	151	32
30-Jan-26	38	418	59	20	302	211	60	279	55	16	178	123	27
31-Jan-26	40	117	61	21	115	88	30	96	60	20	97	72	24
<b>Monthly Average</b>	<b>36</b>	<b>204</b>	<b>58</b>	<b>22</b>	<b>193</b>	<b>146</b>	<b>46</b>	<b>141</b>	<b>55</b>	<b>19</b>	<b>121</b>	<b>92</b>	<b>26</b>
<b>Monthly Total</b>	<b>-</b>	<b>6,332</b>	<b>-</b>	<b>-</b>	<b>5,202</b>	<b>3,953</b>	<b>1,242</b>	<b>4,383</b>	<b>-</b>	<b>-</b>	<b>3,264</b>	<b>2,478</b>	<b>696</b>

<sup>9</sup> No usable noise data from January 5, 6, 15, or 26 due to high wind.

<sup>10</sup> 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.



**Item Number:6.a.**

**Information for Meeting of the Superior Town Council**

**Agenda Item Name:** An Ordinance of the Town Council of the Town of Superior Amending Article X of Chapter 6 of the Superior Municipal Code, Regarding Festival Short-term Rental Licenses

**Meeting Date:** March 9, 2026

**Presented By:** Nicholas Hartman, Town Attorney, Matt Magley, Town Manager

**Presented For:** Approval

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**Background:**

The attached ordinance amends Article X of Chapter 6 and creates a new Section 6-10-110 regarding short-term rental licenses for festivals and events. The ordinance allows additional short-term rentals during major regional events, and keeps restrictions to mainly health and safety checks. Because the Town already collects a lodging fee it was not included in this ordinance. Per the ordinance:

- The applicant does not have to maintain a principal place of residence in the Town
- A sworn statement of ownership of the property at the time of application in lieu of the sworn statement regarding the owner's principal place of residence is required
- The license limitations regarding operation of multiple short-term rentals by a single owner shall not apply, except that the prohibition on the operation of two short-term rentals within the same dwelling unit shall continue to apply
- Festival short-term rental license are restricted to dates for which the Town Manager has declared a special festival event period, plus ten (10) days prior to the beginning of such period's commencement date and ten (10) days following such period's conclusion date.

**Recommendation:**

Approval of the Ordinance.

**Budget Implications:**

**Motion:**

Approval of an Ordinance of the Town Council of the Town of Superior Amending Article X of

Chapter 6 of the Superior Municipal Code, Regarding Festival Short-term Rental Licenses.

**Attachments:**

1. Amending Article X of Chapter 6 Festival STR License-O021726 (3)

**Town of Superior  
Ordinance Number O-7  
Series 2026**

**An Ordinance of the Town Council of the Town of Superior  
Amending Article X of Chapter 6 of the Superior Municipal Code,  
Regarding Festival Short-term Rental Licenses**

**Whereas**, the Town Council finds it in the best interest of the public health, safety and welfare to create a festival short-term rental license to allow additional short-term rentals during major regional events.

**Now, therefore, be it ordained by the Town Council of the Town of Superior, Colorado:**

**Section 1.** Article X of Chapter 6 of the Superior Municipal Code is hereby amended by the addition of a new Section 6-10-110 to read as follows:

**Sec. 6-10-110 – Festival short-term rental license.**

(a) A limited festival short-term rental license may be issued to an owner of a property in the Town under the same requirements of this Article, except that:

- (1) The applicant need not maintain a principal place of residence in the Town;
- (2) The applicant shall submit a sworn statement of ownership of the property at the time of application in lieu of the sworn statement regarding the owner's principal place of residence in Section 6-10-30(b)(2); and
- (3) The license limitations in Section 6-10-50(d) regarding operation of multiple short-term rentals by a single owner shall not apply, except that the prohibition on the operation of two short-term rentals within the same dwelling unit shall continue to apply.

(b) The festival short-term rental license shall be restricted to advertisement for and occupancy during rental dates for which the Town Manager has declared a special festival event period, plus ten (10) days prior to the beginning of such period's commencement date and ten (10) days following such period's conclusion date. Under no circumstances shall a dwelling unit be occupied pursuant to a festival lodging rental license for more than twenty-nine (29) days per year.

**Section 2. Safety.** This Ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

**Section 3. Effective Date.** This Ordinance shall take effect 10 days after publication following adoption.

**Introduced, read, passed and ordered published this 9 day of March, 2026.**

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Mark Lacis, Mayor

**Attest:**

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Shannon Dujardin, Town Clerk



## Item Number:7.a.

### Information for Meeting of the Superior Town Council

<b>Agenda Item Name:</b>	An Ordinance of the Town Council of the Town of Superior amending Article X of Chapter 16 of the Superior Municipal Code regarding an amendment to Planned Development Plans
<b>Meeting Date:</b>	March 9, 2026
<b>Presented By:</b>	Renae Stavros, Planning and Building Director
<b>Presented For:</b>	Approval

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#### **Background:**

#### **BACKGROUND:**

[Chapter 16 – Land Use](#) is the regulatory chapter in the Superior Municipal Code that “*ensures the orderly, efficient and integrated development of the Town in a way that promotes the public health, safety and general welfare and that is compatible and protective of the natural environment.*” The code was last updated on February 23rd, 2026, to qualify and quantify exterior lighting requirements and consolidate the requirements into one section of the Municipal Code.

The purpose of the proposed amendments is to specify the applicant requirements for a Planned Development (PD) Amendment. The draft ordinance is included as an Attachment.

#### **PROPOSAL:**

Currently, the Town's Land Use Code is silent with respect to which persons or entities are permitted to apply for PD Amendments. To address this omission, the Town is proposing to amend Section 16-10-30 -- PD Plan of the Code to add subsection (f) which specifies applicant requirements for a PD Amendment. Under the proposed Amendment, authorized applicants include:

- a. The Town;
- b. The original applicant;
- c. Individuals specifically authorized to amend a PD plan pursuant to the terms and conditions of the PD plan;
- d. An individual or group of individuals who own or control more than fifty percent (50%) of the properties within the PD plan's area;
- e. A homeowners' association authorized to represent the property owners within the PD plan area; or
- f. For PD plan areas controlled by neighborhood covenants, but not represented by a

homeowners' association, a property owner within the PD plan area for which an amendment is being sought who has submitted a valid petition to the Town as follows:

- i. The petition shall include the name and mailing address of the applicant seeking the PD plan amendment.
- ii. The petition shall be signed by the owners of at least twenty-five (25) properties or ten percent (10%) of the properties within the PD plan, whichever is less, not including the applicant's signature.
- iii. The petition shall set out in full the proposed PD plan amendment.
- iv. All pages of the petition shall be uniform in size and style and shall be assembled as one instrument for filing. Each signature shall be executed in a permanent and verifiable manner and shall include the full name, street address of the person signing, and date of signature. ; and
- v. The petition shall be filed with the Town Clerk. The Town Clerk shall approve or reject the form of the petition no later than five (5) business days following the date of filing. If rejected, the Town Clerk shall state the specific basis for rejection and allow the property owner reasonable time to cure the petition. Upon approval of the petition, the Town Clerk shall refer the petition to the Planning and Building Department, and the petition shall be treated as an application for a PD plan amendment.

#### **ANALYSIS:**

In general, provisions a. - e. of the proposed Amendment are consistent with prior Town policy and practice with respect to applicant requirements for PD Amendments. However, the applicant type described in f. is new. In the past, the Town has not allowed a PD to be amended by a subset of property owners within a particular PD. The impetus for the proposed change is the consideration of neighborhoods that are controlled by a PD but do not have a representative body like an HOA to submit PD Amendment applications on their behalf. Under the revised Code, PD Amendment applications could be submitted by members of these communities, provided the support of owners of at least twenty-five properties or ten percent (10%) of the properties within the PD plan, whichever is less.

Several arguments speak in favor of the proposed change. Other communities have the ability to apply for changes to their PDs, so why should PD-governed communities without an HOA be any different? The Amendment is proposed in the interest of community parity with respect to the Code. Enabling neighborhoods to act on their own behalf is also arguably more democratic, insofar as local control and self-determination are democratic principles worth promoting. Furthermore, having an avenue for all communities to represent their own interests relieves the Town from introducing and administering future PD Amendment applications on behalf of any particular community.

The proposed addition of subsection f. does present several potential unintended consequences and challenges. To begin with, PDs are foundational documents for communities and are intended to be difficult to change. Lowering the Amendment threshold of 25 property owners or 10% of the property owners, whichever is less (amounting to only 17 property owners in an area like Sagamore) might create instability in neighborhoods, as well as an undue administrative burden for Town Staff. The quantity of proposed PD Amendments might be inversely related to their quality. Highly vocal or well-resourced sub-group within a community might manipulate

the new rule to their advantage, creating conflict and strife among neighbors. Staff resources might also be stretched managing an influx of PD Amendments proposed by small groups of like-minded neighbors. Moreover, establishing a lower Amendment bar for certain neighborhoods might be perceived as unfair by other communities in town, for whom applicants must control more than 50% of the properties or possibly more in HOA-governed communities, which often have even higher voting thresholds. It may also be possible for PD-governed neighborhoods to establish new HOAs if they feel that is in their best interest.

**Recommendation:**

The Planning Commission held a public meeting on Tuesday, March 3, 2026, and recommended that the Town Council adopt the proposed Ordinance amending the Superior Municipal Code regarding Planned Development Plan Amendments, in a vote of 5 yeases and 2 no votes. Those who voted no contended that the bar for the percentage or number of signatures on the petition should be higher.

**Recommendation:**

Should the Council wish to approve the Ordinance updating Chapter 16 of the Municipal Code regarding amendments to Planned Development plans, Staff has provided the Ordinance for adoption.

**Budget Implications:**

None

**Motion:**

Move to approve Ordinance O-8, an Ordinance of the Town Council of the Town of Superior, amending Article X of Chapter 16 of the Superior Municipal Code regarding an amendment to Planned Development plans.

**Attachments:**

- 1. PD Amendment-O022526

**Town of Superior  
Ordinance Number O-8  
Series 2026**

**An Ordinance of the Town Council of the Town of Superior  
amending Article X of Chapter 16 of the Superior Municipal Code  
regarding amendment to Planned Development Plans**

**Whereas**, the Town Council finds it in the best interest of the public health, safety and welfare to clarify how Planned Development ("PD") Plans may be amended.

**Now, therefore, be it ordained by the Town Council of the Town of Superior, Colorado:**

**Section 1.** Section 16-10-30(c)(5) of the Superior Municipal Code is hereby repealed in its entirety.

**Section 2.** Section 16-10-30 of the Superior Municipal Code is hereby amended by the addition of a new Section 16-10-30(f) to read as follows:

**Sec. 16-10-30. – PD plan.**

\* \* \*

(f) *Amendment.*

(1) The following may apply for an amendment to a PD plan:

- a. The Town;
- b. The original applicant;
- c. Individuals specifically authorized to amend a PD plan pursuant to the terms and conditions of the PD plan;
- d. An individual or group of individuals who own or control more than fifty percent (50%) of the properties within the PD plan's area;
- e. A homeowners' association authorized to represent the property owners within the PD plan area; or
- f. For PD plan areas controlled by neighborhood covenants, but not represented by a homeowners' association, a property owner within the PD plan area for which an amendment is being sought who has submitted a valid petition to the Town as follows:

i. The petition shall include the name and mailing address of the applicant seeking the PD plan amendment.

ii. The petition shall be signed by the owners of at least twenty-five (25) properties or ten percent (10%) of the properties within the PD plan, whichever is less, not including the applicant's signature.

iii. The petition shall set out in full the proposed PD plan amendment.

iv. All pages of the petition shall be uniform in size and style and shall be assembled as one instrument for filing. Each signature shall be executed in a permanent and verifiable manner and shall include the full name, street address of the person signing, and date of signature. ; and

v. The petition shall be filed with the Town Clerk. The Town Clerk shall approve or reject the form of the petition no later than five (5) business days following the date of filing. If rejected, the Town Clerk shall state the specific basis for rejection and allow the property owner reasonable time to cure the petition. Upon approval of the petition, the Town Clerk shall refer the petition to the Planning and Building Department, and the petition shall be treated as an application for a PD plan amendment.

(2) An amendment to a PD plan shall be treated as a new plan; provided that minor amendments to the PD plan that do not exceed the threshold standards set forth in Subsection 16-2-90(a) may be approved by the Town Manager.

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

**Section 4. Effective Date.** This Ordinance shall take effect 10 days after publication following adoption.

**Introduced, read, passed and ordered published this 9<sup>th</sup> day of March, 2026.**

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Mark Lacis, Mayor

**Attest:**

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Shannon Dujardin, Town Clerk