Town of Superior Board of Trustees
Superior Metropolitan District No. 1 Board of Directors
December 9, 2024 (6:00 p.m.)
Regular Meeting

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

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

1. Call to Order Meeting of Board of Trustees and Superior Metropolitan District No. 1 Board of Directors (6:00 p.m.)

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

    a. Swearing in of Newly Elected Board Members

    b. Pledge of Allegiance

    c. Roll Call

    d. Approval of Agenda

    e. Board Reports (6:10 p.m.)

    f. Public comment on Consent Agenda, Presentations and Non-Agenda Items (limit 5 min./person) (6:30 p.m.)

3. Presentations – None

4. Project Updates - None

5. Consent Agenda (6:45 p.m.)
    a. Approval of Board of Trustees Meeting Minutes
    b. Acceptance of Committee Meeting Notes
    c. Airport Noise Reports – October
    d. Consideration of Resolution Approving a Construction Contract with GSE Construction Company, Inc. for the Wastewater Treatment Facility Anaerobic Zone Basin Expansion Project

    e. Consideration of Resolution Approving the McCaslin Water Main Developer Agreement

f. Consideration of Approval of Alcohol in Public Places Permit for Superior Chamber Winterfest (Saturday, December 14th)
g. Consideration of Resolution Approving to opt into and Execute Additional CWCB Loan Under the Windy Gap Firming Project Allotment Contract
h. Consideration of Approval of Third Quarter 2024 Financial Report
i. Consideration of Approval of an Emergency Ordinance Amending the Superior Municipal Code for Sales and Use Tax
j. **First Reading** - Consideration of Ordinance Approving the Conveyance of a Portion of Tract C, 625 Wiggins
k. Consideration of Resolution Approving a Contract with J&T Consulting, Inc. for the Rock Creek Parkway and McCaslin Boulevard Intersection Improvements Project
l. Consideration of Resolution Amending the Town of Superior's Purchasing Policy

6. Selection of Mayor Pro-tem (7:00 p.m.)

7. Public Hearing to consider a New Hotel and Restaurant Liquor License for PJ Foods dba PJ's Diner located at 1619 Coalton Rd. (7:05 p.m.)

8. Consideration of Resolution for Agreement Renewal with Vargas Property Services, Inc. for Landscape, Flowers and Snow Removal Services (7:20 p.m.)

9. Consideration of Resolution Approving Construction Contract with Goodland Construction, Inc. for the Original Town Alley Paving Project (7:50 p.m.)

10. Consideration of Resolution Approving Rock Creek Parkway/Coal Creek Dr. Roundabout Design Award (8:20 p.m.)

11. Consideration of Resolution Approving Intrepid Fiber License Agreement (9:20 p.m.)

12. Consideration of Resolution Approving Metronet Fiber License Agreement (9:35 p.m.)

13. Adjournment (11:00)

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

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

ITEM NO. 2a

INFORMATION FOR MEETING
OF THE SUPERIOR BOARD OF TRUSTEES

AGENDA ITEM NAME: **Swearing in of Trustees**

MEETING DATE: **December 9, 2024**

PRESENTED BY: **Matt Magley, Town Manager**

PRESENTED FOR: **Action**

BACKGROUND:
The 2024 Town Board Election was held on November 5, 2024 through a coordinated election with Boulder County. The results of the election have been certified by the Boulder County Clerk and Recorder's Office. The three candidates with the most votes for Trustee were elected. The election results were:

Trustee (Top Three Elected)	
Mike Foster	3,532
Jason Serbu	3,419
Heather Cracraft	3,251
Sandie Hammerly	3,238
Gregory D. Horowitz	2,147
George A. Kupfner	830

Boulder County is conducting a recount as required by state law. The recount will be completed by December 6 and the information in this memo will be updated as soon as the recount is completed.

Jason Serbu, Mike Foster and Heather Cracraft will be sworn into office by the Town Clerk.

RECOMMENDED ACTION:
Swearing in of elected Trustees.

Town Board
Meeting Minutes

September 23, 2024
Town Hall, 124 E. Coal Creek Drive
Superior, CO 80027
6:00 P.M.

DRAFT

Call to Order Meeting of Board of Trustees

Roll Call

Present:	***Mayor Mark Lacis***
	Mayor Pro-tem Neal Shah
	Trustee Jenn Kaaoush
	Trustee Stephanie Miller
	Trustee Bob McCool
	Trustee Jason Serbu
	Trustee Sandie Hammerly
Absent:	***None***
Others Present:	***Assistant Town Manager Martin Toth***
	Town Attorney Nick Hartman
	Town Clerk Lydia Yecke

Approval of Agenda
Motion: Trustee Sandie Hammerly moved to approve Agenda, seconded by Trustee Bob McCool. **Vote:** CARRIED. 7 – 0
***Pulled item 3c**

Board Reports
Trustees Hammerly, Kaaoush, Miller, Serbu, McCool, Mayor Pro-Tem Shah and Mayor Lacis all gave Board Reports

Public comment on Consent Agenda, Presentations, and Non-Agenda Items
The following residents gave public comment in the Board room: Chris Plott, George Kupfner, Brian Selby, Jim Creese and Mike Novick - Via Zoom: Susan Lavowitz, Mark Lavowitz and Kimberly Owens

RTD Presentation

Mountain View Fire State of the District

Guardian Storage - Annexation and Expansion Concept Plan

Consent Agenda
Motion: Mayor Pro-tem Neal Shah moved to approve Consent Agenda,, seconded by Trustee Jason Serbu. Vote: CARRIED. 7 - 0

*Consideration of Approval of Special Events Permit and Alcohol in Public Places Permit for Rock Creek HOA for Octoberfest (Purple Park)
Motion: Mayor Pro-tem Neal Shah moved to approve Special Events Permit and Alcohol in Public Places Permit for Rock Creek HOA for Octoberfest (Purple Park), seconded by Trustee Bob McCool. **Vote:** CARRIED. 7 – 0
***With the amendment the Rock Creek HOA will implement a zero waste plan for the event.**

Consideration of Resolution Approving Pre-Development Agreement - Kite Route Crossing
Motion: Trustee Jenn Kaaoush moved to approve Resolution Approving Pre-Development Agreement - Kite Route Crossing, seconded by Trustee Jason Serbu.
Vote: CARRIED. 7 - 0

Consideration of Resolution Approving Downtown Superior Civic Space Construction Agreement
Motion: Trustee Sandie Hammerly moved to approve Resolution Approving Downtown Superior Civic Space Construction Agreement, seconded by Trustee Jason Serbu.
Vote: CARRIED. 7 - 0

Consideration of Ordinance Amending Town's Trash Code - Second Reading
Motion: Trustee Bob McCool moved to approve Ordinance Amending Town's Trash Code - Second Reading, seconded by Trustee Jason Serbu.
Vote: CARRIED. 7 – 0

Mayor Lacis adjourned the meeting at 9:42 p.m.

DRAFT

_____
Mark Lacis, Mayor

_____
Lydia Yecke, Town Clerk

Town Board
Meeting Minutes

October 1, 2024
Town Hall, 124 E. Coal Creek Drive
Superior, CO 80027
6:00 P.M.

DRAFT

Call to Order the Special Meeting of the Town of Superior Board of Trustees

Roll Call

Present:	***Mayor Mark Lacis***
	Mayor Pro Tem Neal Shah
	Trustee Stephanie Miller
	Trustee Jenn Kaaoush
	Trustee Bob McCool
	Trustee Jason Serbu
	Trustee Sandie Hammerly
Absent:	***None***
Others Present:	***Town Manager Matt Magley***
	Town Attorney Nick Hartman
	Deputy Clerk Shannon Dujardin

Approval of Agenda
Motion: Mayor Pro Tem Neal Shah moved to approve Agenda,, seconded by Trustee Bob McCool.
Vote: CARRIED. 7 - 0

Consideration of a Resolution of the Board of Trustees of the Town of Superior Calling a Special Election for December 10, 2024, to Consider Adoption of the Proposed Home Rule Charter.
Motion: Mayor Pro Tem Neal Shah moved to approve Resolution of the Board of Trustees of the Town of Superior Calling a Special Election for December 10, 2024, to Consider Adoption of the Proposed Home Rule Charter., seconded by Trustee Sandie Hammerly. **Vote:** CARRIED. 7 - 0

Adjournment - Mayor Lacis adjourned the meeting at 6:51 p.m.

_____
Mark Lacis, Mayor

_____
Lydia Yecke, Town Clerk

MEETING NOTES
Advisory Committee for Environmental Sustainability (ACES)
October 10, 2024 @ 5:30 PM

1.Call Meeting to Order 5:32 PM

2.Roll Call

Present: Mike Foster, John Schallau, Michelle Gazarik, Miles Hoffman, James Lester, Lisa Barnes, Jim Zarske (Sarah Nick, Nikki Hewett – absent)
Staff: Alexis Bullen
Trustee Liaison: Neal Shah

3.Agenda Approval

Michelle – moved to approve the agenda
John – seconded
Approved unanimously

4.Public Comment - None

5.New Business and Updates

5.a. Town Board Liaison
Board pleased with getting 3 bids for waste – not sure about what Board will approve
ACES should provide recommendations with prioritization
Town will require Rock Creek to be included in the waste contract after their contract expires.

5.b. Town Staff
Austin Everett has joined the staff as a Sustainability Specialist.
Currently all proposed sustainability items are still in the budget board will be approving.
The Town has partnered with Colorado CarShare to provide a shared electric vehicle located in the Downtown Superior Parking Garage.
Planning staff will come next month to discuss Comprehensive Plan.

5.c. Working Groups
Operations WG – did not meet
Outreach WG –Michelle will email the Communications Plan to the ACES and we will discuss it at the next meeting. It includes key messages that may be used to post on social media prior to events.
Operations WG – reviewed 2024 goals and a spreadsheet that Michelle prepared. The spreadsheet will be combined with Alexis' spreadsheet. Miles has offered to allow ACES members to drop off compost in his bin on Tuesday evenings. If ACES members are interested in this opportunity, then they should download the Sharewaste app and contact Miles to get his address.

6. Discussion Items

6. a. Waste Contract
Alexis shared a spreadsheet with costs, including differences in costs of various options compared with current costs.
Lisa moved to recommend to the Board that they approve the option to include multiple bin sizes, weekly landfill and recyclable pickup, every other week organics pickup and EV trucks. Michelle seconded. Unanimously agreed.

If ACES was asked to choose between EV trucks and organics pickup, ACES would choose organics pickup as the higher priority.

6. b. BIT Report Out
Michelle and Nikki met with a representative of BIT. A small project would be to help Alexis prepare a survey. They could also potentially do a workshop. A project that had BIT conducting a survey would be too expensive given our budget.

6. c. December Winter Events
Michelle moved to approve $600 for reusable gift wrap and reusable batteries that can be raffled off at a winter event. John seconded. Unanimously approved.

6. d. WaterSMART: Water and Efficiency application
The Town is planning to apply for a grant to install smart water meters throughout the town. John moved to support the smart meter grant proposal and Lisa seconded. Unanimously approved.

6. e. Sustainability Grant Presentation and Discussion
Alexis is looking for feedback on potential 2025 projects for the annual Boulder County Grant of approximately $32,000. This money may be needed for electrification if we don't get the PBEG grant.
Michelle suggested promoting compost education and behavior change, including providing kitchen compost bins.
Other ideas included adding to the rebate pool for electrification and providing scholarships for rooftop solar.
Compost education was the idea with the most support among ACES members.

6. f. December Joint Committee Meeting Discussion
December 10 from 6 – 8 pm is currently the most likely date.
Michelle wants it to be zero waste and is willing to make this happen.

6. g. ACES 2025 Workplan
Alexis recommends reviewing the 2024 workplan and finalizing the 2025 workplan next month so that we don't need a separate ACES meeting in December.
The group brainstormed ideas for 2025.
Operations WG will draft the 2025 Work Plan using the same key areas as last year and adding equity. They will update the individual items based on our discussion and present the proposed plan at the November meeting.

7.Adjourn 7:23 PM
Michelle moved, John seconded, Unanimously agreed to adjourn.

MEETING NOTES
Advisory Committee for Environmental Sustainability (ACES)
November 14, 2024 @ 5:30 PM

1.Call Meeting to Order

2.Roll Call

Present: Mike Foster, John Schallau, Michelle Gazarik, Miles Hoffman, James Lester, Lisa Barnes, Jim Zarske, Nikki Hewett, Sarah Nick
Staff: Alexis Bullen
Trustee Liaison: Neal Shah

3.Agenda Approval

- Add ACES Budget – Michele first, John Second, all approved.

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

- High school students asked what ACES does
- Representative from City of Westminster

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

5.a. Town Board Liaison

- Election and Mike being elected. ACES will need new Chair. Town waste contract approved by the Board. Think about work plan for the Board in 2025. What can the Board do to meet the Sustainability Action Plan.

5.b. Town Staff

- ACES elections in January for ACES Chair and Vice Chair
- ACES Work Plan to Board on Jan 27.
- Agenda item for ACES about 2025 Events in Jan.
- Grant updates – Have not heard back yet on our CEO Electrification Grant ($200,000). Boulder County released their notice of opportunities
- Will share SCC electrification audit when it's completed
- Annual Superior Bazaar Dec 7, Winter Festival on 12/14

5.c. Working Groups

- Resources – talked about work plan for next year.
- Operations – attended Front Range Community Sustainability Board
- Outreach and communications – update communications on events

6. Discussion Items

6. a. Comprehensive Plan presentation- Planning Department (30 min)

- Renae with the Planning Department and David & David with Planning Commission
- Comprehensive Plan is being updated from the last one in 2012

    - Basis for current and future land uses
    - Reviewed accomplishments since 2012
- Update plan to set vision for the future
- Wants ACES feedback on if they should have a sustainability stakeholder group with professionals in the industry
- Resiliency stakeholder group (e.g., fire department, mile high flood district)
- Within the lens of ACES, what issues matter most to you for the Town
    - How to reduce runoff
    - Rocky Mountain Greenway Town impact
    - Consider long term impact on water use for new developments
    - Impacts on transportation with growth
    - Protected bike paths on streets
    - Future development impact on climate change
    - Coordinate our growth plan with our neighbors.
- Want suggestions of people to invite to sustainability group

6. b. ACES Communications Plan (25 min)
- Nikki provided communication update
- Looking for ACES review of the plan.
- Let's add to the drop box so ACES members can make comments on it during Jan meeting. Nikki will do that so other can review

6. c. Vargas electrified landscaping equipment- grant letter of support (5 min)
- Regulation 29 will require them to use hand held electric equipment in the summer.
- They would like ACES support on going after a grant
- Contract up for renewal on Dec 9 meeting.
- ACES supports a letter of support for Vargas to pursue equipment grants.

6. d. "We are still in" letter of support (5 min)
- ICLEI is looking for a letter of support. Letter of commitment that climate goals are still important.
- ACES vote. Lisa moves, Nikki Second, all in favor of supporting.

6. e. December Winter Events (10 minutes)
- Sister City Bazaar event on 12./7
- Winter Festival on 12.14

6. f. ACES 2025 Workplan (45 minutes)
- ACES reviewed and made comments on work plan.
- Michele moves 1st, Nikki 2nd…all approved by ACES.

6 g. ACES Budget (added)

- Motion of support to use remaining budget for any extra needed for the Digital Banner and then any remaining funds after that to be used for gift cards to support zero waste at events next year.
- Miles moved, Lisa seconded. All approved by ACES.

7.Adjourn at 7:41 pm

MEETING NOTES
Cultural Arts and Public Spaces Advisory Committee (CAPS)
MEETING – OCTOBER 24, 2024 @ 6:00 PM
SUPERIOR COMMUNITY CENTER

The meeting will be held in-person and virtually. Members of the public wishing to attend the meeting virtually may do so via Zoom using this link.

1. Call Meeting to Order
   Chairman Andrew Vaughan called meeting to order at 6:01 p.m.

2. Preliminary Matters
   a. Roll Call
      Present: Andrew Vaughan, Liza McKenzie, Sherry Smith, Stephanie Coffin, Suz Paxson (remote), Susan Chevalier, Chris Nunes.
      Staff Present: Jennifer Garner "JG", Arts & Historical Programs Supervisor
      Trustee Liaison Present: Sandie Hammerly
      Guests: Connor and Henry from Monarch High School; Superior resident Bruce Skelton

   b. Agenda Approval
      Stephanie motioned to approve agenda, and it was seconded by Chris.
      Unanimously approved.

   c. Public Comment (limit 5 minutes/person)
      There was no public comment.

3. Guest: Karen Snortland, Recreation Supervisor, CivicRec overview
   Stephanie's next event went live on CivicRec and filled immediately within hours—20 plus 8 on waitlist. Per Karen, staff is well versed in helping people set up accounts and register for events etc. Residents can also register people over the phone. She thinks CivicRec is user friendly plus it's nice to have all town events, classes etc. on the same platform. JG would have access to roster, changing class information, front desk staff would as well. To cancel, residents can call in and front desk staff can un-enroll them from the class. Front desk is staffed until 10 pm. CivicRec sends email reminders about class enrollment. It's possible to also add a fee through CivicRec and that fee may be able to come back to CAPS. A small fee shows a positive correlation with attendance. Waivers are automatically part of the sign-up process on CivicRec—covers injury, having pictures taken, and was written by the Town attorney. Per JG, a major benefit to using CivicRec is the consistency of reporting for all programs (attendance, age range, activities, program participant data etc.) when we look to apply for funding eligibility.

4. Staff Updates
   a. Q4/October budget report
      JG provided budget reporting via email and in hard copy at the meeting.

   b. Artwork installation status
      Mike Clapper piece going in tomorrow (October 24, 2024) at 10 am. Mike will have his own forklift and crew but JG arranged for traffic control. Per artist Joe Norman and Coyote-Hawk, Chris made basic contact with him last month per his install pricing, but JG followed up to finalize the pricing and need for a concrete base underneath the stone pads Joe is purchasing. JG recommends pouring the pad as it could be used for this install and for future art if we do not choose to purchase

this piece. Last month CAPS voted for $11K ceiling cost for the installation of Coyote-Hawk. Since the concrete pad pricing exceed the $11K budget, payment for that installation was split into 2—from the CAPS budget and the Arts & History budget. Gregory Fields piece needs ground prep and is in process to go in after two larger pieces.

c. Volunteer Celebration Open House, Friday, November 8, 6-8 p.m.
Reminder to attend and enjoy the food, beverage and visit with the other advisory groups.

d. Reminder of next meeting: Date has changed to November 21
Don't forget the date change due to Thanksgiving.

e. Upcoming Town Comprehensive Plan
A consultant will visit the November 21 meeting. JG will forward questions the consultant will be asking ahead of time.

f. Finalization of 2025 Work Plan should happen at December meeting
JG would prefer the CAPS Work Plan going to the Board in January so that CAPS can proceed with planned activities right away.

5. General Updates & Debriefing
   a. Updates
      i. Marshall Fire Memorial all-advisory group subcommittee
      Survey deadline was extended in an effort to get more responses. The survey #2 is now closed, and the subcommittee discussed the results at the October 21 meeting. Still pin-pointing exact location for memorial, what to call it categorically, and potential timeline. The next meeting will be in early November.

   b. Debriefing
      i. Mural semifinalist interviews, finalist selection, mural completion
      There were 90 entries and the subcommittee ranked and whittled the pool down to three. The three artists were paid a stipend of $450 each for their final designs. Final choice was AJ Davis. Per a formal recommendation by CAPS to the Board, Liza presented the three finalists and answered questions. Ultimately the Board supported the committee's choice, although indicated a strong like for the Hilary Williams peony/fox design. Upon the completion of the mural, all feedback has been positive!

      ii. AI Competition
      Opening reception was held Friday, September 27, 6 pm at the Sport Stable. This was a lightly attended event. In the future, could we tag it onto another event to get it more publicity.

      iii. Needle Felting Workshop, October 19, 4-6:30 p.m.
      Very successful. Only 15/20 attended but 15 was a good number in the end. Liza would like to do another workshop in September 2025.

      iv. Meeting with Boulder Philharmonic
      Chris and Andrew met with the executive director of the Boulder Philharmonic about possible future events either at the SCC, Civic Space or the BP's idea of private home events.

   c. Upcoming Events
      i. Stained Glass Workshop: November 2, 1-4 p.m.

Event is full with 20 participants with another 20 on waitlist! This is the first CAPS workshop posted on CivicRec.

6. Work Plan Check-In
    a. Digital event "4"
    Chris has nothing to add but likes the idea of having it as a "salon event" with the Philharmonic or other music.

7. Discussion Items
    a. Mike Clapper installation fee at Rock Creek Parkway median (vote)
    Forklift $900, crew $650 and transportation, $1,200 for stamped, engineering for footpad for a total of $2,750. Andrew motioned to approve installation, Stephanie seconded. JG conducted a roll call vote. *Motion passed.*

    b. Mural subcommittee
    Planning and possible retention of Hilary Williams mural design
    JG stated that a decision did not need to happen tonight, but wanted to let the committee know that the possibility of retaining the design for a different location was possible since the artist was vetted through a selection process and paid a design fee. Since the Board really liked Hilary Williams' design as well, CAPS could consider the design in the future, possibly at the Rock Creek parkway underpass since the dimensions are similar. CAPS would not need to put out another RFQ/RFP If the RCP location is desired, we'd need to find out when the underpass restoration project would be finished.

    c. Board approval of redirecting of funds for media production
    BluPoetry is slated to document the Silencio install and potentially also for Coyote-Hawk. AJ did send an email with the time-lapse video of his mural but the file was empty. JG will follow up.

    d. Neighborhood Sponsorship Program
    There is $2,400 left in the budget allocation for this program. The committee is pushing for continued communications to residents about this program. It was suggested that residents could potentially propose a soiree-type event with the Boulder Philharmonic as a sponsored event.

    e. 2025 Work Plan finalization at December meeting: Discussed work plan
    Andrew shared the 2025 budget spreadsheet in progress, which captures most of the activity CAPS intends to include in the 2025 work plan. The committee discussed priorities for the budget, and collectively trimmed down the draft budget to fit in the anticipated $70k allocation for CAPS in 2025.

8. Adjourn
    Andrew motioned to adjourn at 7:53pm and it was seconded by Stephanie.
    Unanimously approved.

Next Meeting: Thursday, November 21, 2024 at the Superior Community Center.

MEETING NOTES
Superior Open Space Advisory Committee (OSAC)
Wednesday, November 13, 2024
Superior Community Center

The meeting will be held in-person and remotely. Members of the public wishing to attend the meeting virtually may do so via Zoom http://bit.ly/2XufkJg.

1. Meeting was called to order at 6PM

2. Preliminary Matters
   a. Roll Call (6:00) In attendance: Kara Neuse, Rita Trainor, Tracey Bain, Jeffrey Wade, Michael McDonnell, Todd Gleeson, Joann Maneri, Staff Liaison Leslie Clark, Park Ranger Phary Om, Trustee Stephanie Miller. Not in attendance: Amber Greves and Cristi Verbeck.
   b. Agenda Approval (6:05)- approved.
   c. Public Comment (6:07)- none.

3. OSAC Discussion Items
   a. Staff Updates [Leslie/Phary] (6:15)

- Leslie:
  - The town received a grant for cold weather goat grazing. The goats will be located north of Community Park beginning in January, for 90 days. Town residents can expect to see upcoming scheduled educational events to learn more about how these goats work hard to help mitigate potential wildfire risk.
  - There will be a public engagement on November 18th at 6pm at Town Hall for input on the proposed pedestrian bridge to connect Rogers Farms to Grasso Park.
- Phary:
  - The town will offer this season's final Bee Talk educational program on December 4th at the Community Center at 6pm.
  - Coyote Ridge Open Space will be featured in the Leave No Trace Spotlight on August 15-17, 2025.

b. Open Space Management Plan-Design Concepts (6:30) OSAC members were introduced to Carter Marshall with Design Concepts, who was recently hired to assist with the development of the town's open space management plan.

c. Comprehensive Plan (6:50) OSAC members received an update from the Town's Planning and Building Director on the Comprehensive Plan and Transportation Plan and provided open space perspective for consideration.

d. 2025 Work Plan Adoption (7:10) OSAC members discussed then voted on the following recommendation: OSAC recommends the Town Board of Superior accept the 2025 OSAC Workplan. The motion was moved by Tracey Bain and seconded by Rita Trainor. It was a unanimous committee vote.

e. Wildlife Camera (7:15) OSAC members voted to authorize the spending of $400 from the OSAC budget to provide a proof of concept to monitor a town wildlife corridor. It was a unanimous vote.

f. Rodenticides Campaign Plan? Policy Recommendation? (7:20) OSAC continues to consider rodenticides and associated methodologies that can be used to develop a community campaign for sustainable practices that don't involve poisons. Certainly the use of poisons to combat unwanted rodents poses tremendous impact to the entire predator ecological food chain, threatening wildlife and raptor populations. OSAC intends to develop a proposal in the coming months for the Town Board, outlining a community campaign proposal that will be applicable to future developers as well as residents.

g. OSAC Roundtable (7:35) – Mike brought up the question around fencing options for cattle. BOCO manages that open space, but we can always make recommendations. Todd suggested the town consider re-instituting having a fish pond in town. Town staff will look at the history of previous fish ponds in town and determine if it is a viable option. Kara let members know there is a Marshall Fire Memorial Subcommittee meeting on November 18th. Finally, the Sister City Bazaar will take place on December 7th at the Community Center 10am-3pm. Proceeds benefit the town of Superior's Sister City in Khandbari, Nepal.

h. Reminders (7:55)

3.h.1. Location for December social - to be determined.

4. Updates & Lookaheads:

a. Standing Updates (8:00)

4.a.1. Rocky Mountain Greenway (Rocky Flats)- no update.

4.a.2. Raptor Program - no update.

4.a.3. Wildlife Monitoring Program- there have been 89 entries. The wildlife encouragement team is seeing an interesting shift within the last month of seeing fox for the first time in a while. Additionally, the town has seen coyotes, 3 bobcats reports and elk sightings near Original Town.

4.a.4. Trail Etiquette- there was a discussion simply of perhaps having the town pursue a trail etiquette update

4.a.5. CITSCI Update- no update

4.a.6. Wildfire Update- no update

4.a.7. Prairie Dog Plan Update- no update

4.a.8. Grant Asks – Trail funding from BOCO for the industrial mine trail still in progress. Application is still active, but not planned until 2025. An additional grant will fund 3 years of cool season goat grazing, xeriscaping and may potentially get additional FEMA money for fuel load reduction.

4.a.9. Communications Update (for Kevin Colon)- no update

5. Adjourn 8:02pm

**Indicates priority item due to Board, Staff, or Work Plan Timeline*
Next Meeting: Wednesday, January 8, 2025 6:00 p.m. at the Superior Community Center
(OSAC meets on the second Wednesday of the month.)

MEETING NOTES
Parks and Recreation Advisory Committee (PARC)
October 16, 2024 @ 7:00 PM
SUPERIOR COMMUNITY CENTER

This meeting was held in-person, also with a virtual option.

1. Call Meeting to Order

2. Preliminary Matters

    a. Roll Call

    - PARC members

        Tim Martin- present
        Saadia Aurakzai-Foster -present
        Brent Hartman- present
        Burton McKenzie -present
        Robert Stephens- present
        Martha Siegmund-absent
        Lindsay Kerr-absent
        Grace Batey-present
        Justin Willis -present

    - Town Staff

        Bryan Meyer
        Leslie Clark

    - Trustee Liaison:

        Jenn Kaaousch

    b. Approval of Agenda

    c. Public Comment

3.Discussion Item(s)

a. Follow-up from Big / Little Sagamore and Children's Park re-openings discussion with group

Staff provided a brief update on the parks re-opening celebration

b. 2025 TOS Budget overview from Town staff; review parks CIP projects

Committee members spoke on this subject and Pool North renovations are a priority. CIP projects and park projects are also a priority. Looked at allocation of the budget and waiting for November to make priorities after election results. The group also briefly discussed ideas for future Community Park improvements and decided to move this to November meeting

c. PARC 2025 Work Plan

The Committee will finalize at next meeting with homework to be done prior at November meeting.

d. Virtual or physical passport

An update with the group was shared and reviewed

e. PARC Swag Order

Final decisions were made and ordered items including items for sale.

f. Marshall Fire sub-committee update

No update provided to the group

4. New Business and Updates

a. Updates from Town staff and/or Trustee Liaison

b. Planned attendance and focus for November and December meetings in 2024

At this time the group decided December will be a working meeting over Holiday Dinner.

c. Summary points of meeting

The committee spoke about budget priorities for 2024/2025 year. The North Pool is the largest priority for PARC of the remaining renovation projects within the town. The committee is waiting until the election next month to see if the Bond measure passes or not as that will weigh on decisions and priorities for 2025 with the budget. The committee is going to work on homework on town goals and priorities for 2025 and will have that completed by next month's meeting. The committee agreed and decided on SWAG giveaway PARC items and will order

those for 2025 including apparel and hats with Superior logos. The Marshall Fire sub committee has been postponed. December meeting will most likely be a working meeting and Holiday dinner. Monarch HS had two participants from a Civic engagement class in attendance.

5. Adjourn

MEETING NOTES
Parks and Recreation Advisory Committee (PARC)
November 20, 2024 @ 7:00 PM
SUPERIOR COMMUNITY CENTER

This meeting was held in-person, also with a virtual option.

1. Call Meeting to Order

2. Preliminary Matters

    a. Roll Call

    - PARC members:

      Grace Batey: Present
      Lindsay Kerr: Present
      Tim Martin: Present
      Brent Hartman: Present
      Burton McKenzie: Present
      Robert Stephens: Present
      Martha J Siegmund: Present
      Saadia Aurakzai-Foster: Present
      Justin Willis: Present

    - Town staff:
      Bryan Meyer
      Leslie Clark

    - Trustee Liaison:
      Jenn Kaaousch

    b. Approval of Agenda

    c. Public Comment

      Students – photo with PARC

      No public comment

3. Discussion Item(s)

   a. Coal Creek Pedestrian Crossing Update

      Leslie Clark provided an update from the town hall meeting on Monday. The project, dating back to 2021, involves stabilizing and improving the banks with the Mile High Flood District contributing 50% of the $1.25M cost. A construction company has been selected. Two options were discussed: a low water crossing and a pedestrian bridge, each with its pros and cons.

      Goals: Stabilize and channel water, ensure ADA accessibility with minimal environmental impact.

      Funding: Mile High Flood District (50%), Town of Superior (38%).

      Options:

      Low Water Crossing: Less expensive but not ADA accessible, impacts wetlands, and requires additional permitting.

      Pedestrian Bridge: Fully ADA compliant, better for long-term flood management, higher cost, but avoids wetland impact.

   b. Town of Superior Comprehensive Plan – PARC feedback

      Update on the Town's Comprehensive Plan: Establish community values for decision-making. Outreach and engagement phase wrapping up, moving to data analysis.

      Survey Results: Top likes include open space, community, trails, parks, and small-town feel. 81 acres of vacant land, 15 owned by the town.

      Discussion Points: Addressing aging infrastructure, playground renovations, shade and water access in parks, bathroom needs.

      Future Planning: Benchmarking against modern standards, planning for aging population, and engaging the next generation.

   c. Debrief from CPRA Conference

      Justin shared his experience at the CPRA Conference in Keystone. Highlighted networking opportunities, breakout sessions, and vendor promotions.

   d. PARC Swag Order update; status of PARC discretionary budget

      Bryan placed an order using the committee's allotted discretionary funds. Items purchased include first aid kits, stickers, dog poop bag holders, and trucker hats. $2100 was spent with $500 left in the discretionary budget.

e. Marshall Fire sub-committee update

Grace discussed plans based on the second survey, scope writing, and bidding process for the Marshall Fire memorial. Potential project involves creating a gathering space located on a trailhead.

f. Prep based on "Sales & Use Tax Ballot Measure" approval

Leslie Clark provided an update on the newly available funds for project improvements. Emphasized the need to address backlog projects and keep pools operational. PARC's role in providing feedback on project updates was discussed.

g. Review and finalize 2025 PARC Work Plan

Robert walked through the PARC 2025 work plan. Members provided input on park walks and programming. Discussed the YMCA's role and volunteer-led activities. Finalized the work plan and planned suggestions for December's holiday party.

4. New Business and Updates

a. Updates from Town staff and/or Trustee Liaison

No updates at this time

b. Summary points of meeting

PROS staff provided background on the Coal Creek Pedestrian Crossing project, key stakeholders, and its purpose. Staff detailed the low water crossing and pedestrian bridge options, discussing the pros and cons of each. Planning Department staff provide a briefing on the Comprehensive Plan with details on their process to gather information from the town through surveys and future data analysis to interpret community needs and wants. PARC member Justin Willis shared his experience representing PARC at the recent CPRA conference in Keystone. Staff announced that a swag order was placed based on committee input, with $500 remaining in discretionary funds. With the unofficial election results projecting the Sales & Use Tax ballot Measure as passing, PARC is anticipating additional funding to help with existing and backlogged projects. PARC will provide feedback on upcoming projects, with pool updates being a top priority. Lastly, the group reviewed the 2025 PARC Work Plan, incorporating contributions from committee members and eventually finalized the document.

5. Adjourn

MEETING NOTES
Historical Commission
October 18, 2024 10:00 AM
SUPERIOR COMMUNITY CENTER

1. **Call Meeting to Order**
   At 10:02 a.m. Chairman Larry Dorsey called the meeting to order.

2. **Preliminary Matters**
   a. Roll Call
      Present: Larry Dorsey; Maureen Hogg; Scott Phillips; Dalton Valette; Errol "Wally" Waligorski; Karen Waligorski
      Staff Present: Jennifer Garner "JG", Arts & Historical Programs Supervisor
      Trustee Present: Bob McCool
      Guests: Jeanne Barrett, Paul Gibbs

   b. Approval of Agenda
      Karen motioned to approve the agenda and Dalton seconded.
      Unanimously approved.

   c. Public Comment (limit 5 minutes/person)
      No public comment and no one on Zoom

3. **General Updates, Debriefing & Discussion**
   a. Guest: Ben Ridgley of the Arapaho tribe and the Wind River reservation
      Ben did not join the meeting via Zoom.

   b. Updates
      i. Correspondence, completed/required
         - JG relayed the correspondences on behalf of Mary.
         - Thank you notes were sent to American Moving for the care in moving pieces from the Bungalow to Asti (they would like a positive review on Google, we do have the names of the movers (Luis and Jose) specifically so will make a note to send a positive review, had extremely good marks for them from the Historical perspective.

      ii. Marshall Fire Memorial all advisory group subcommittee, via CAPS
         - Shape Superior survey #2 is still available for the next few days. There is going to be a Marshall Fire Memorial subcommittee meeting next Monday the 21st.

      iii. RFI log and Mass Media list
         - Maureen hasn't heard of any requests for information, no additional updates here. No telephone calls made. Last request was made following the September Historical meeting but that has already been logged.

      iv. Donor(s)
         - Lions Club & Marshall Fire
            - The donated bench is finally done and is at the old Firehouse now. Next step will be getting the concrete pad installed. This would then complete the Lions Club involvement. Daryl McCool is working on design aspects for the virtual signage. Haven't set a date for when the bench is going to be formally placed in Asti Park. The bench is likely going to be placed near the museum. Haven't set on a specific location if it will face the museum or face the rest of the park. JG and staff will be finalizing the designated spot for the Miner Memorial as well.

- Recent donations
    - JG has made arrangements for the Memory Box of a former Superior resident and decorated veteran to be dropped off at the Community Center before the end of the month. Larry accepted donations of two stereoscope stereopticon viewers along with stereoview cards that are specifically Colorado and World War I focused (approximately fifty cards). Later today a wall telephone will be dropped off at the Community Center following this meeting. Karen had been contacted about someone wanting to donate a potbelly stove, and she is waiting on photos of this. It was discussed briefly that the Historical Commission already has a potbelly stove from the Museum of Boulder and JG is going today to finalize donation forms for this. The group suggested this second potbelly stove could go in the Bungalow if desired. Karen had also been contacted about "children furniture" but unsure about whether or not that is needed, needs to clarify if this is dollhouse furniture or children furniture that a child could use. Karen will send out photos once those are received.

c. Debriefing
    i. 10/5 work session in lieu of open museum day
        - No discussion items, SHC members worked on organizing rooms at the Asti Museum location.
    ii. Heritage Roundtable
        - No roundtable discussion following mix-up of timing.
    iii. ANFRM meeting
        - No additional updates.
    iv. Annual Fall Program, Superior's Geology
        - Big thanks to Maureen for organizing. All thought the discussion and presentation was interesting and went very well. The Daily Camera also recently focused on Jeff Graves and his work on the Marshall Mine and addressing this still burning fire. This project will take approximately a year. An attendee reached out to Larry and offered their praises saying Jeff was "excellent." The program was filmed but still needs to be edited and posted. Map that was produced for the event will be kept at the museum.
    v. History Colorado site visit to Grasso Park and Industrial Mine for potential application to National Register of Historic properties
        - This occurred last Friday and Scott offered a great summary of the process moving forward. Karen managed to arrange this site visit and Lindsay Flewelling detailed what next steps and nomination would occur. Scott detailed that there is also the potential still for Superior town staff to use the property as office space following National Registry recognition. A property evaluation form would need to be filled out and whether or not the property is under split domain or not, this property could have mineral rights being held that could impact this. The split estate issue, as Scott explained, said this is not an issue for national registration, split estate was only a local issue and that a separate entity owns the property's coal rights. This evaluation was already done in 1998 so should be pretty straightforward again.
    vi. Second grade field trips
        - The field trips seemed to have gone very well and the kids were very well behaved. They explored the front room of the Asti Park Museum and were thrilled being some of the very first visitors. Mary and Karen presented and managed the Asti Park portions of the field trip (Asti Museum, Veteran's memorial flagpole, and mine cart) while Larry and Wally led managed the field trip in Grasso Park, including the jail.

    vii. Move from bungalow to Asti; Contractor work for sink frame and mounting
        - The move went very well with all the items and no damage occurring during the transport. Since this move ended up costing more than anticipated, JG reminded the group that the approved spending amount (last month) of $2,000 to cover the move, bed mattress, curtains and the sink base may not be enough. Per the sink, JG sent out an email not too long ago about the initial consultation and that Shawn from facilities

was there to be in a supporting role. The contractor, Steve, is working on a frame and mounting plan. Hopefully the sink will be installed shortly and Shawn will assist with the actual lifting and placing of the sink onto the base and frame once that's finished.

- VOTE
  - Approval for that expenditure vote on any costs associated with the sink frame and mounting (which is anticipated to be around an additional $1,000, this will be taken out of the reserve fund.)—Wally makes a motion, Karen seconds this. *Unanimously approved.*

viii. Post October 14 Board of Trustees meeting per Coal Creek Pedestrian Bridge Design Review

- Larry and Dalton spoke during public comment to detail the Historical Commission position on this planned development. End result was, to use the Mayor's terminology "pump the brakes" on approving a final decision and to not break ground on this project. JG provided an update from Leslie: Project is paused and Board of Trustees will look at other options as well that could be viable for this path, then there will be a public meeting, before going back to the respective committees (PARC, OSAC, and Historical). Per an email forwarded by JG prior to today's meeting, Leslie shared the Town's directive for an archeological survey that could be done from Metcalf Archeological Consultants.

d. Discussion

i. First Avenue pedestrian bridge and Coal Creek Trail

- Bob has had some ideas on different design elements that could be used to have trails through or around Grasso Park itself (narrowing paths, having it not be an extension of a regional trail (maybe bar bikes from using the trail)). Quantity of voices coming from Downtown Superior is a bit overwhelming. Historical Commission is amenable to moving objects that are in Grasso Park to accommodate design options. Bridge location seems to also be something which could be better explored. There's been little process through the community and no approval from the Board of Trustees at this point on this topic. Scott says this exposes that we have a preservation problem at Grasso Park so need to better establish preservation goals moving forward, even when it comes to maintenance purposes. Bob detailed that he felt it was inappropriate for Board members to engage with and encourage other residents to take a stance on a project at this juncture given the changes to the proposal from its original and only previous consent agenda item in 2021. An email from Lindsey Flewelling of History Colorado detailed her site visit and the need for a Preservation Protection Plan. Even if there isn't a path there but per the flood mitigation plan, protections would still be needed for the preservation and stabilization with the buildings and the integrity of the park itself. Scott detailed that this survey proposed by Metcalf as a Class I survey will not do what is necessary for the preservation, and will likely not find much (aside from identifying a well which is already documented). Scott believes that subsurface survey would be what's needed instead for better results. Class I survey is already information that we have, in Scott's mind. Class I is a "desktop" survey reviewing files while a Class III survey is more intensive and is on-the ground and even a Class III survey doesn't offer subsurface testing. Archaeological part may detail that disturbing the creek bed could disrupt archaeological finds previously undiscovered, but this would need subsurface testing as opposed to just a desktop file Class I or Class III survey. Bob discusses that this should be a position of preserving a pristine, historical park as opposed to just taking a position of relying on the results of an archaeological site. Scott would propose a quote for a subsurface (archeological shovel) testing along the creek and don't detail if artifacts are found but give geomorphic analysis (Is this the type of soil that could support archeology). The State can speak to this and Lindsey Flewelling can speak to the need for preserving the park in its current state. The Town had detailed that there was an environmental study done, but no one has been able to access or view this. Concerns exist about should this sidewalk be paved and then plowed in wintertime as a regional connector, could any salt use then flow into the creek and cause environmental damage. Current path proposal could also still lead to a blind spot given the location of the house.

- Action plan will be Scott writing up sub surface survey request, get a quote and assess the feasibility of this subsurface potential along the creek, hold off of the broader archaeological assessment for now. Dalton and Scott will work on a draft for this which can then be transmitted to JG for town recommendation to Metcalf.

ii. October 4 History Colorado site visits and Lindsey Flewelling follow-up
- Follow up on National Register of Historic Places and begin paperwork here
- Karen proposed to move forward on this to pursue additional conversations with History Colorado about renewing status in the states and National Registry.

iii. Status of and plan for Grasso bungalow programmed exhibits
- Don't see how either can be open in November as we unpack and place everything there. Look at kicking things off in the new year with openings for both museums.

iv. Next museum open day
- November 2nd could be used then as a work session meeting for program planning purposes
- December 7th same as above, substitute this for a work session for additional 2025 program planning purposes

v. Fire truck at Winter Festival
- December 14 (10am-5pm)—Mikaela requested that the fire truck be used, and would be situated in Downtown Superior. Weather permitting, this would be alright to have the fire truck, with the SHC requesting stanchions around the truck and two volunteers to prevent people from climbing on or getting into the fire truck. SHC would like a sign to be made stating "Courtesy of the SHC".

e. Upcoming Events

i. Next ANFRM meeting
- Nothing scheduled

ii. Town staff cemetery tour, November 1, 11 a.m.
- This is a tour for Town staff as part of their quarterly meetings. JG invited Larry to lead the 30-minute tour. JG also arranged for the tour to be filmed for the website and historical archive. Additionally, the AV crew will interview Larry to create "B-roll" content and this will be at 10am. SHC members are welcome to attend but it is optional and not an official event.

f. Staff Updates

i. Budget report
- Budget report will also be presented at the November and December meetings since the budget cycle ends in December.

ii. Memorial and Lions benches at Asti Park; Miner Memorial and outhouse
- Benches detailed already, Miner Memorial meeting is happening on Monday and the outhouse is at a bit of a stalemate with the restorer and Matt Rarick as the restorer says they can't restore it until it's anchored and Matt says he can't anchor it until its restored.

iii. 2025 SHC Work Plan
- Start thinking about this and the document will be projected next month to then finalize in December, January is when we could be up and having this for approval by the Board then.

iv. Volunteer Open House November 8, 6-8 p.m.

v. Status of SHC applicants
- Two applicants for the Superior Historical Commission, the Board will approve or reject these applicants at the following October 28 Board meeting. Want to thank the Board and send an email to them for asking for input in advance of the upcoming meeting.

vi. Comprehensive Plan consultant visit to Nov. 15 meeting
- Last time this was updated as 2012, Comprehensive Plan will see them coming for the November meeting and have three questions for the Historical Commission which will be sent out to all advisory committees in advance of the presentation.

4. **Work Plan Check In**
Nothing to report.

5. **Other**
   Nothing to report.

6. **Adjourn**

   At 12:00 Wally motioned to adjourn the meeting and it was seconded by Scott.

   Next Meeting, November 15, 2024 10:00 a.m. at the Superior Community Center

MEETING NOTES
Historical Commission
November 15, 2024 10:00 AM
SUPERIOR COMMUNITY CENTER

1. **Call Meeting to Order**
   At 10:00 a.m. Chairman, Larry Dorsey, called the meeting to order.

2. **Preliminary Matters**

   A. Roll Call
   Present: Chairman, Larry Dorsey; Mary Cartwright; Maureen Hogg; Jill Roberts; Susan Stanish; Vice Chair Dalton Valette (via Zoom); Errol (Wally) Waligorski; Vice Chair Karen Waligorski
   Staff Present: Jennifer Garner "JG", Arts & Historical Programs Supervisor
   Trustee Present: There was no Trustee present
   Guests: Paul Gibbs; Daryl McCool and staff rom the Planning and Building Department

   B. Approval of Agenda
   Karen motioned and Dalton seconded to approve the agenda.
   Unanimously approved.

   C. Public Comment (limit 5 minutes/person)
   There was no public comment.

   D. New SHC Members welcome
   Larry warmly welcomed returning member, Jill Roberts, and new member, Susan Stanish to the Commission.

3. **General Updates, Debriefing and Discussion**
   A. Consultant discussion for Town of Superior Comprehensive Plan
   Lisa Ritchie, Planning and Building Director, said the last time the Town had looked into a Comprehensive Plan was in 2012. They are considering which areas to change and those to keep and are gathering input from the different Town Commissions and advisory groups. This especially applies to the remaining undeveloped 81 acres that are possible for development and/or redevelopment. Areas to consider will be what to include, changes in housing etc. and the fiscal impact of these.

   The meeting was opened for discussion of what issues matter most to SHC members:
   - Wally shared that more restaurants in Downtown Superior with closer parking would be welcome as this was promised in the original planning for Downtown.
   - Jill wondered about efficient reuse of empty places as in Superior Marketplace
   - Larry said a need is for a Town Staff person to head the Museums.
   - All agreed that properties that have historic significance should be incorporated and commemorated in any new development.

- Susan suggested more signage near the cemetery and to establish a plan for opening it. Also needed there is convenient parking.

- Lisa requested members to give her more feedback as we think of anything related to the Comprehensive Plan.

B. Updates

i. Correspondence, completed/required.
Mary said there had been no new correspondence. Karen and JG indicated they will provide addresses on new donations to be acknowledged.

ii. Marshall Fire Memorial all advisory group subcommittee, *via* CAPS
Dalton said there is a meeting this coming Monday, November 18th, where the survey data will be considered and action items discussed.

iii. Outhouse restoration
Larry said there is an ongoing discussion and plan with the restorer and Matt Rarick from the Town.

iv. RFI log and Mass Media List
Maureen asked if other Commission members had had any inquiries but there have been none.

v. Donors

- Lions Club and Marshall Fire
JG said the bench the Lions Club is donating will soon be installed near the Asti Museum.

Dalton has talked with Bob and Daryl McCool about various touchscreen options for visitors to use when viewing the Marshall Fire video setup funded by the Lions Club. It was suggested that in the future this facility could be expanded to include other areas such as the filming of the Spring and Fall Programs. However, for the present the focus will be solely on the Marshall Fire.

- Recent donations
Karen said Terry Fairbanks will donate some vintage children's games.

Dalton has received two original letters from Stephanie Miller, one is from President Biden and Joe Neguse to Mayor Folsom after the Marshall Fire. The other is the letter concerning the founding document with Superior's Sister City in Nepal. Mary will take these to be properly framed (after scanning) the first for display by the Marshall Fire exhibit in Asti.

Larry had been contacted by Lisa Byther regarding a possible donation of a school desk and a couch. We decided to accept the school desk but the couch was felt to be too fancy for our museum's use.

C. Debriefing

i. November 2 work session in lieu of open museum day
This was felt to be a useful time and the group was able to assemble the vintage bed and make use of the donated mattress from the Waligorski's. Other endeavors included general

organizing. It was questioned if we need more newspaper clipping archival binders or boxes but JG indicated that there should be such pieces in the basement. If not, we can order some.

ii. Heritage Roundtable
Larry reported they had not met this week.

iii. ANFRM meeting
There will be a meeting this coming Monday at the Museo de las Americas.
JG suggested that ANFRM have all Commission members e-mail contact addresses.

iv. November 1 staff cemetery tour and filming
This was a well-attended staff tour on which Larry shared interesting information about the history of this special place.

D. Discussion

i. Public engagement on Coal Creek pedestrian crossing on Nov. 18
Larry will attend and present the Historical Commission's view.

ii. Acknowledgement of Indigenous Peoples at future Asti Museum official opening
Mary distributed a Land Acknowledgement paragraph that has been prepared by Indigenous Allies, a Boulder based group, for Commission members to look at as an idea for a similar one for Superior.

iii. Gathering of newspaper clippings about the Marshall Fire for collection archiving
Mary mentioned she had quite a number of clippings saved after the Marshall Fire and wondered if these should be archived as we now have the video. The opinion was to save them. A census of the supply of archival binders and sleeves that are in the Asti basement will be made to see if more should be purchased.

iv. Review of our communication tools (webpage, pamphlets/handouts, Lost Superior books)
Maureen thought the time had come to update the "Walking Tour" map of Superior and also to include a section on the historical significance of Autrey Park. She also stated we should review and update "Lost Superior." Doug Walker and I identified more issues in that publication. The "Willis Farm map" of the original Hake holdings of 160 acres does not match the record on file with the U.S. Government.

v. Key to large display case at Grasso Bungalow Museum
The key is missing even after several extensive searches. JG will contact the supplier to see if another (or two) can be purchased. If not the services of a locksmith will be sought.

vi. Status of application for Grasso Park National register
Karen referred to Lindsey Flewelling's letter in which she said we need a "Preliminary Property evaluation Form". Jill said she may be able to assist in this process. The original application for the State Register of 20 years ago can be used as a beginning. Jill and Susan volunteered to be the National Register subcommittee.

E. Upcoming Events

i. Next ANFRM meeting
This will be held on December 16th at 1:00 p.m. at the Golden Mill in Golden and 2025 ANFRM plans will be shared.

F. Staff Updates

i. Budget report
There is nearly $2,000 remaining in the Town Preservation Budget and this needs to be spent by the end of the year. Purchasing needs remaining are curtains and a rug for the Asti Museum as well as the framing of the letters (see item 3,b,v) and copying the 1942 USGS map are some expenses planned.

ii. Memorial and Lions benches at Asti Park; Miner Memorial
JG indicated that the concrete bases will be poured this coming week. From there the benches will be installed by the Parks crew.

iii. 2025 SHC Work Plan finalization at December meeting
JG distributed copies of the 2024 Work Plan for members to take as homework to make amendments, suggestions etc. in preparation for the finalization at the December meeting of the 2025 Work Plan.

iv. Fire truck at Winter Festival
Due to weather uncertainty and other complicated logistics, it was decided not to have the fire truck at this event.

4. Work Plan Check-In

5. Other

- Daryl McCool had joined the meeting towards the end to speak in relation to the Lions Club (above agenda item B. V.) donations with regard to the touch screens. Daryl inquired about the desired content and JG reiterated that the group prefers a focus on the Marshall Fire content at this time. All agreed that when the videos are set up at the museums there will be many possibilities for visitors to access items from Superior's history.

- Larry said the SHC needs a printer in the new office at Asti and that can be part of the 2024 budget.

- The Colorado Preservation Inc. Conference at the end of January 2025 will be in Colorado Springs. If anyone is able to attend they should let JG know so she can register them.

6. **Adjourn**
At 12:00 Wally motioned and Jill seconded that the meeting be adjourned.
Unanimously approved.

Next meeting, December 20, 2024, 10:00 a.m. at the Superior Community Center

MEETING AGENDA
Superior Youth Leadership Council (SYLC)
November 6, 2024
6:30 p.m.
Superior Community Center (hybrid)

The meeting will be held in-person and virtually. Members of the public wishing to attend the meeting virtually may do so via Zoom using this link: http://bit.ly/2XwEF5G

1. Call Meeting to Order (6:30pm)
2. Preliminary Matters
    a. Roll Call (Staff liaison)
    b. Approval of Agenda
    c. Public Comment (limit 5 minutes/person).
3. SYLC interviews
    a. The Council reviewed two potential candidates, Zachary Smith and Berkley Spencer. Both were allotted 5 minutes to present and interview.
4. Comprehensive Plan youth feedback
    a. The Town of Superior Planning Team asked for feedback from the Council about the upcoming update of the Comprehensive plan. The Council broke into groups and worked diligently to provide feedback to the team.
5. Sock it to 'em campaign
    a. Jen Kaaoush presented an opportunity to give back to the community via the Sock It to 'Em campaign. A campaign focused on collecting donations of socks and donating them to those in need. The Council agreed that they would like to help with this.
6. Work Plan 2025
    a. The Council finalized their 2025 Work Plan and will provide it to the Board.
        1. All voted to remove: Lasagna Love (December - replaced with Sock it to 'em), Pickleball event (May/June)
            1. **In December meetings remember to reach out to various clubs and such for STEM activity (March 1st), and to begin to find out which groups can attend.
        2. Council members will formulate a work group and work with the Communications Department to design a new Council logo.
7. Reschedule January meeting
    a. The Council approved to reschedule the January 1st meeting to January 8th, 2025.
8. Staff Updates
        1. Town Staff notified the Council of the upcoming Volunteer Dinner (November 8th).
        2. Jenn Kaaoush updated the Council about local election results.
9. Adjourn

Summary of Measured Noise Levels

in the

Town of Superior, Colorado

due to

Rocky Mountain Metropolitan Airport Operations

October 2024

Prepared by:

Hankard Environmental, Inc.

Colorado, Wisconsin

Monthly Summary – October 2024 (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 October 2024. Additional information regarding the measurements follows.

- Over the entire month, a total of 13,063 aircraft operations[1] occurred within 1.25 miles of the measurement location (the distance within which aircraft are audible).
- Of these, 7,487 were touch and go (T&G) operations (57%).
- Over the entire month, aircraft operations were clearly noticeable (aircraft noise measured at approximately 5 dBA above the ambient sound level) for 9,982 minutes (166 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 3,077 minutes (51 hours), which is a 69% reduction.
- The following summarizes the October 2024 noise survey results at the Water Bladder.

Table 1 - Summary of Daytime Measured Noise Levels and Aircraft Operations in October 2024 (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	13,063	---	9,982	7,070	1,437
	Daily average	421	19	322	228	46
Touch and Go Removed	Total for month	6,764	---	3,077	1,968	305
	Daily average	218	12	99	63	10

- Figure 1 shows the flight paths October 22, a day with total operations close to the median for the month. Note the concentration of T&G operations over the Town of Superior and Boulder County.
- Figure 2 shows the measured noise levels and concurrent aircraft activity for this day. Maximum noise levels generated by individual aircraft operations exceeded the ambient sound level by at least the following levels for the durations noted:
  - 5 dBA (clearly noticeable), 337 minutes.
  - 10 dBA (significant increase), 224 minutes.
  - 20 dBA (much louder), 45 minutes.
- Table 2 shows the hourly average noise levels and operation counts for this day.
- Figure 3 shows an hour on this day, during which time the measured level never reached ambient conditions (38 dBA), meaning that aircraft noise was almost constantly present.
- Figure 4 shows the flight paths for the entire month of October 2024.

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

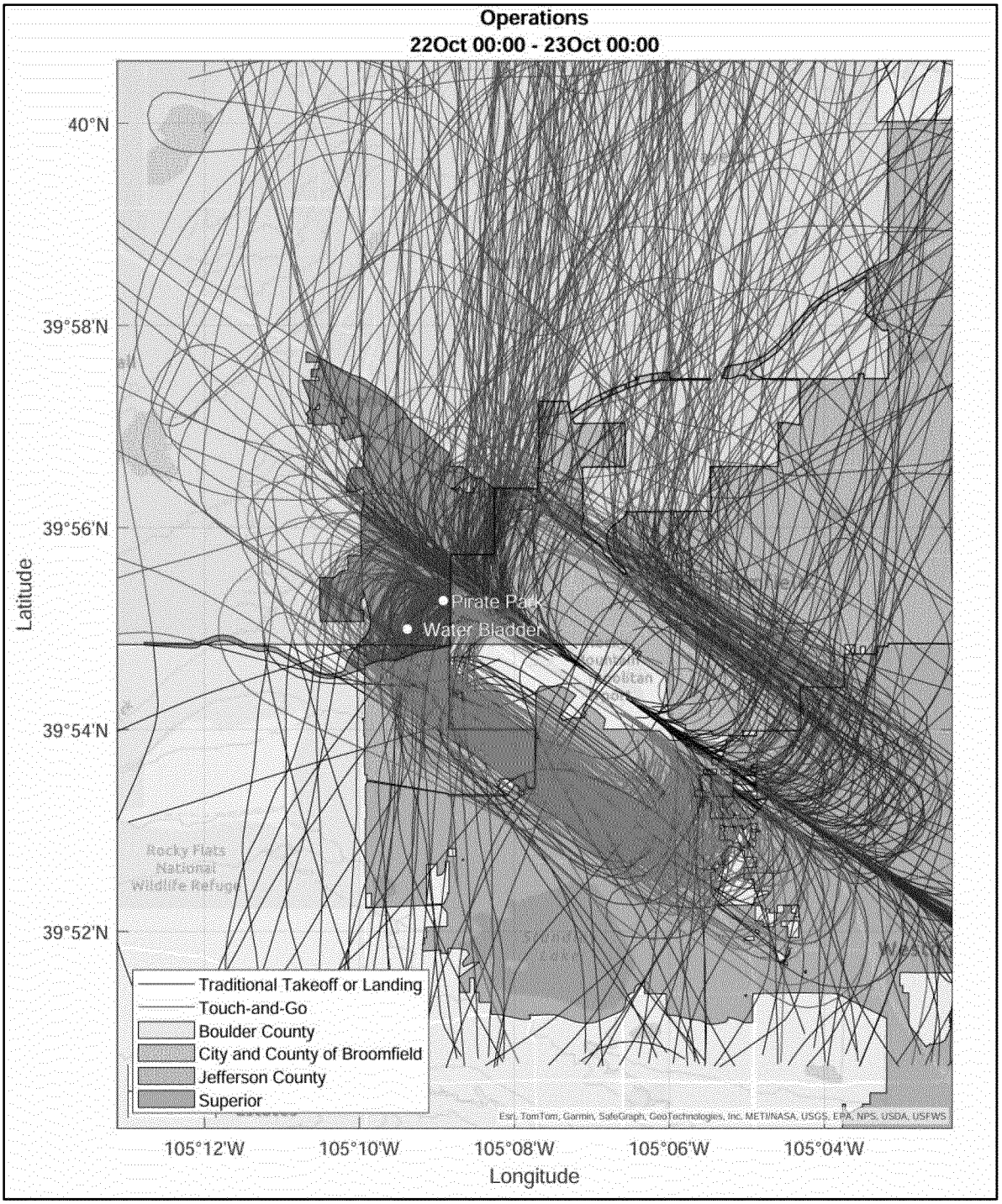


Figure 1 – Flight Paths on Median Day in October 2024 (732 Operations; 281 T&G)

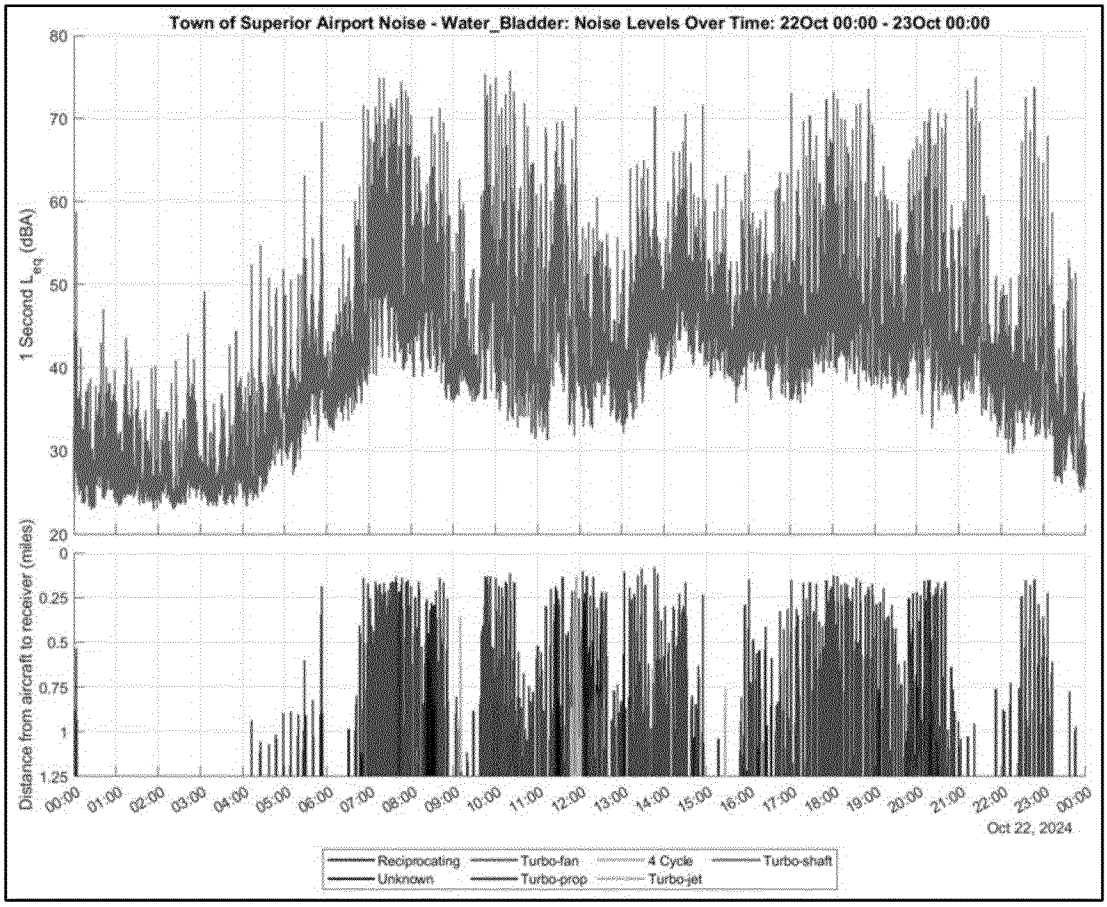


Figure 2 – Noise Levels and Aircraft Operations on Median Day (Water Bladder)

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)	59	54	54	56	53	44	49	53	47	49	54	56	50	54	54
Number of Operations	56	52	52	54	50	63	43	31	35	57	34	38	31	9	19

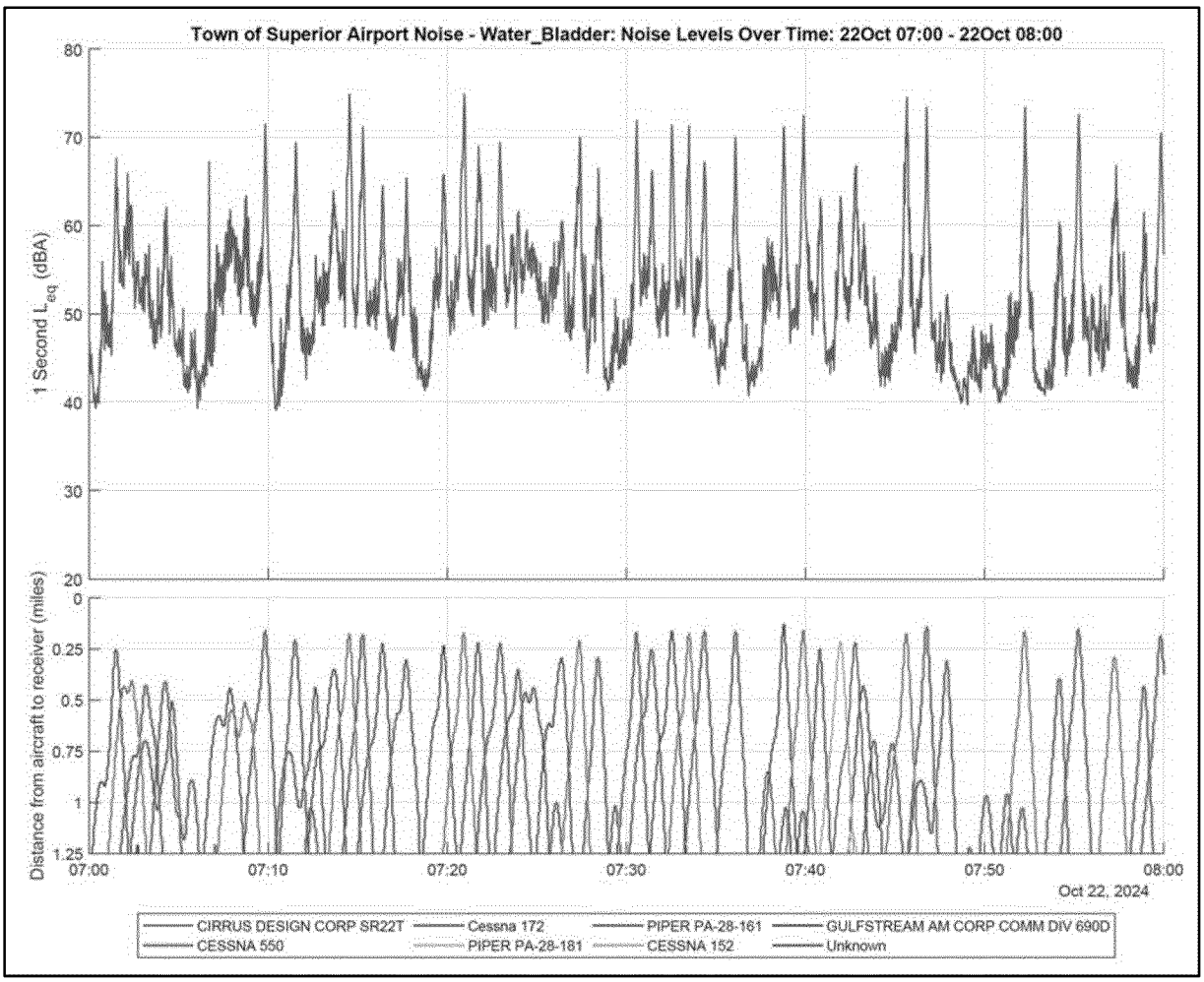


Figure 3 – Noise Levels and Aircraft Operations during an Example Hour on Median Day (Water Bladder)

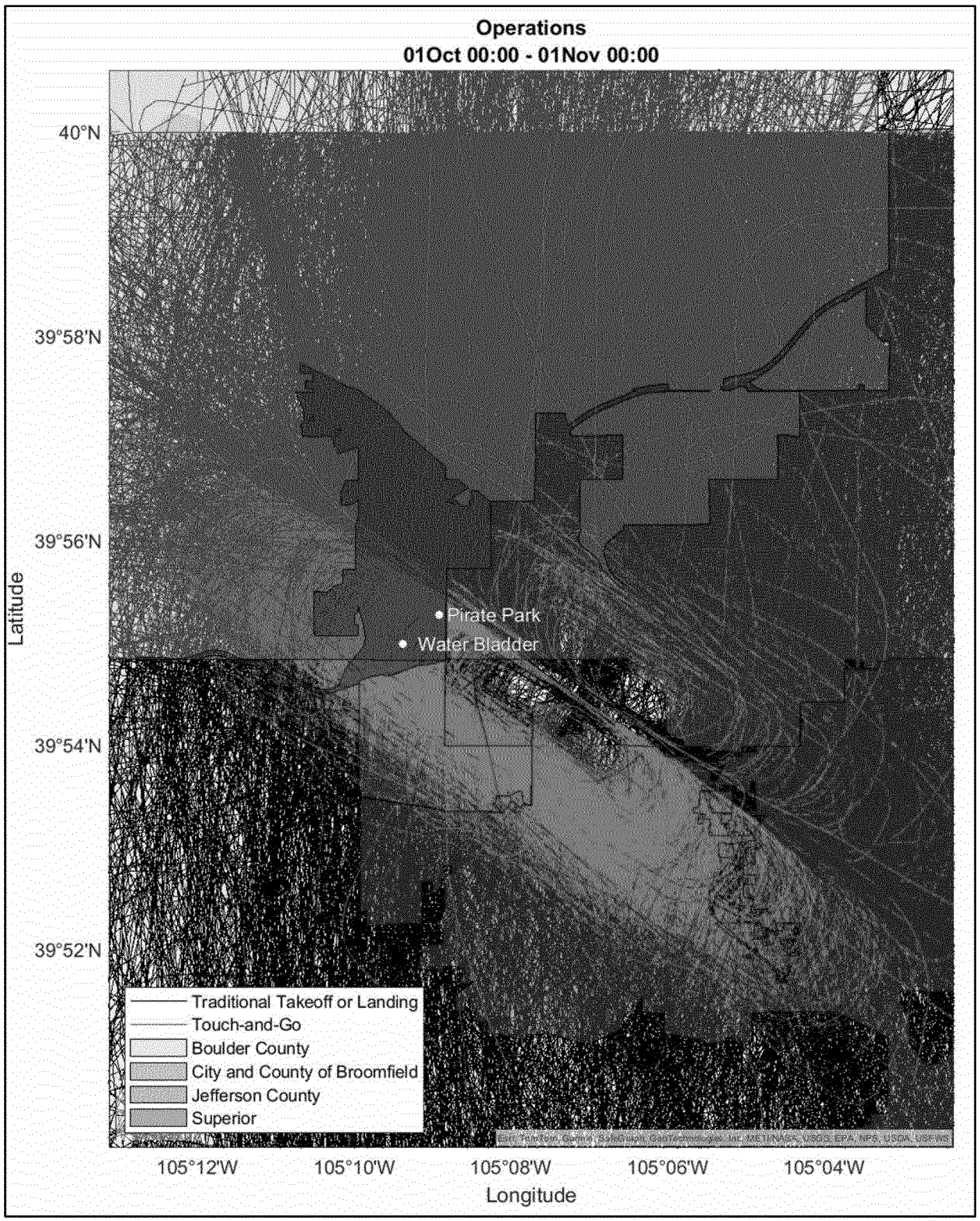


Figure 4 – All Flight Paths in October 2024 (20,026 Operations; 7,905 T&G)

Monthly Summary – October 2024 (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 October 2024. Additional information regarding the measurements follows.

- Over the entire month, a total of 13,780 aircraft operations[2] occurred within 1.25 miles of the measurement location (the distance within which aircraft are audible).
- Of these, 7,580 were touch and go (T&G) operations (55%).
- Over the entire month, aircraft operations were clearly noticeable (aircraft noise measured at approximately 5 dBA above the ambient sound level) for 9,529 minutes (159 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 4,064 minutes (68 hours), which is a 57% reduction.
- Aircraft noise exceeds the ambient noise level by 20 dBA or more for a significant amount of time at this site (more than an hour per day).
- The following summarizes the October 2024 noise survey at Pirate Park. Note the minutes 20 dBA above ambient are much higher than at the Water Bladder due to the closer proximity to the runway and the lower, climbing aircraft.

Table 3 - Summary of Daytime Measured Noise Levels and Aircraft Operations in October 2024 (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	13,780	---	9,529	6,731	2,135
	Daily average	445	21	307	217	69
Touch and Go Removed	Total for month	7,426	---	4,064	2,836	753
	Daily average	240	16	131	91	24

- Figure 5 shows the measured noise levels and concurrent aircraft activity for October 22, 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), 342 minutes.
  - 10 dBA (significant increase), 252 minutes.
  - 20 dBA (much louder), 75 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 level rarely reached ambient conditions (40 dBA), meaning that aircraft noise was almost constantly present.

[2] 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.

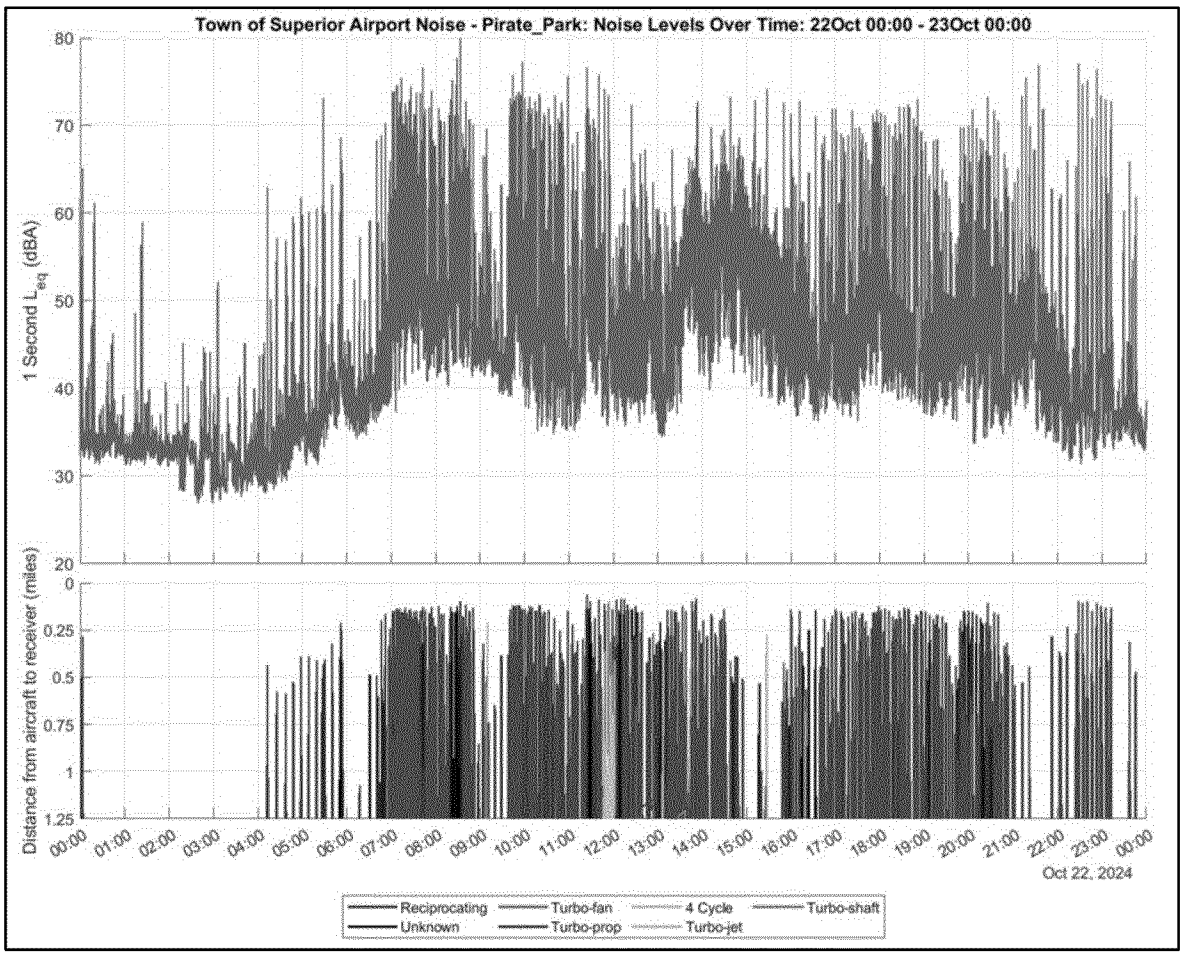


Figure 5 – Noise Levels and Aircraft Operations on Median Day (Pirate Park)

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)	61	59	58	59	57	51	54	58	55	54	57	57	54	56	56
Number of Operations	56	52	52	54	50	63	43	31	35	57	34	38	31	9	19

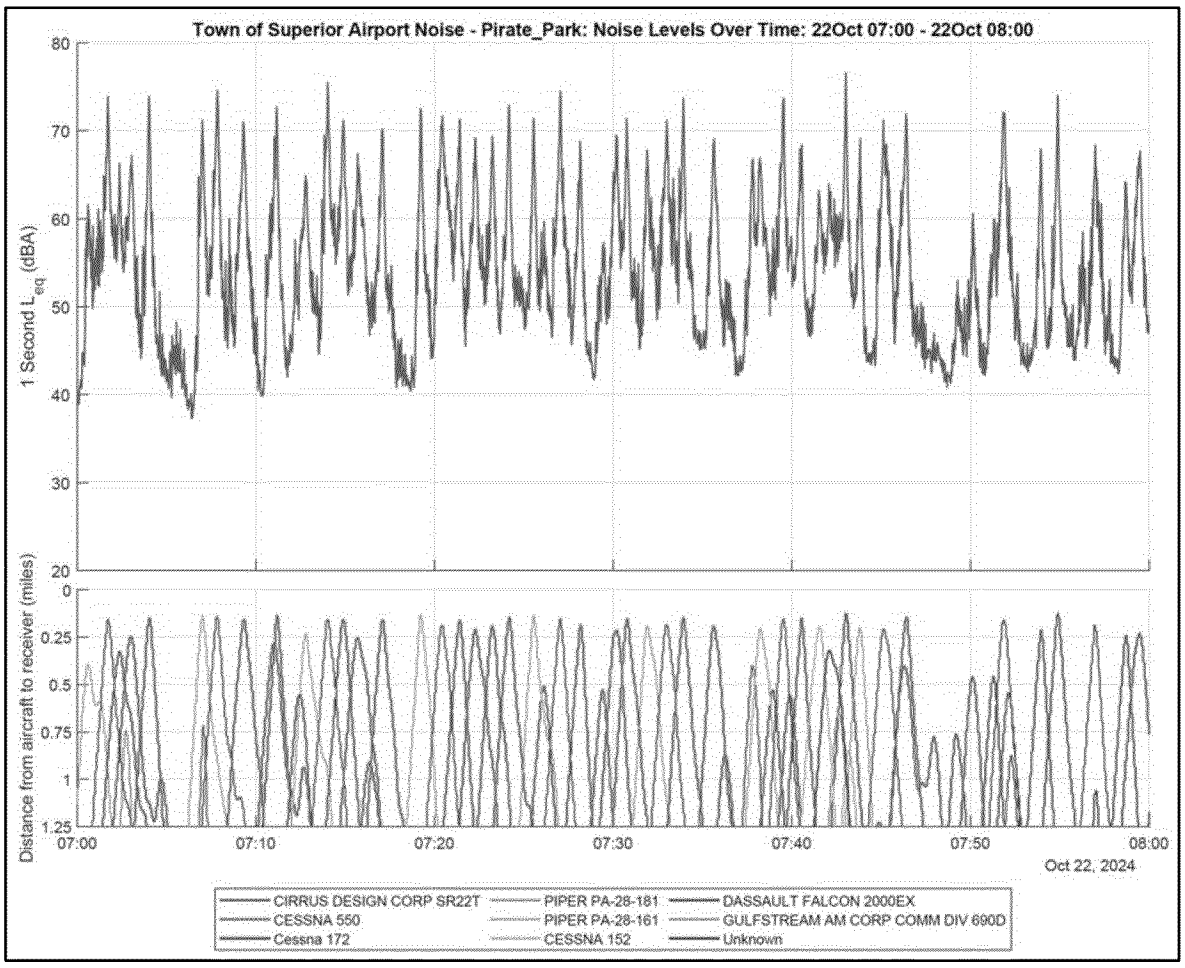


Figure 6 – Noise Levels and Aircraft Operations during an Example Hour on Median Day (Pirate Park)

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 October 2024. The selection of measurement locations considered proximity of Town of Superior residences, aircraft flight paths, and availability of public land. The Water Bladder location was chosen as it is removed from busy roads and in the flight path of touch and go operations. The Community Center location was chosen as it is directly in the flight path of 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).

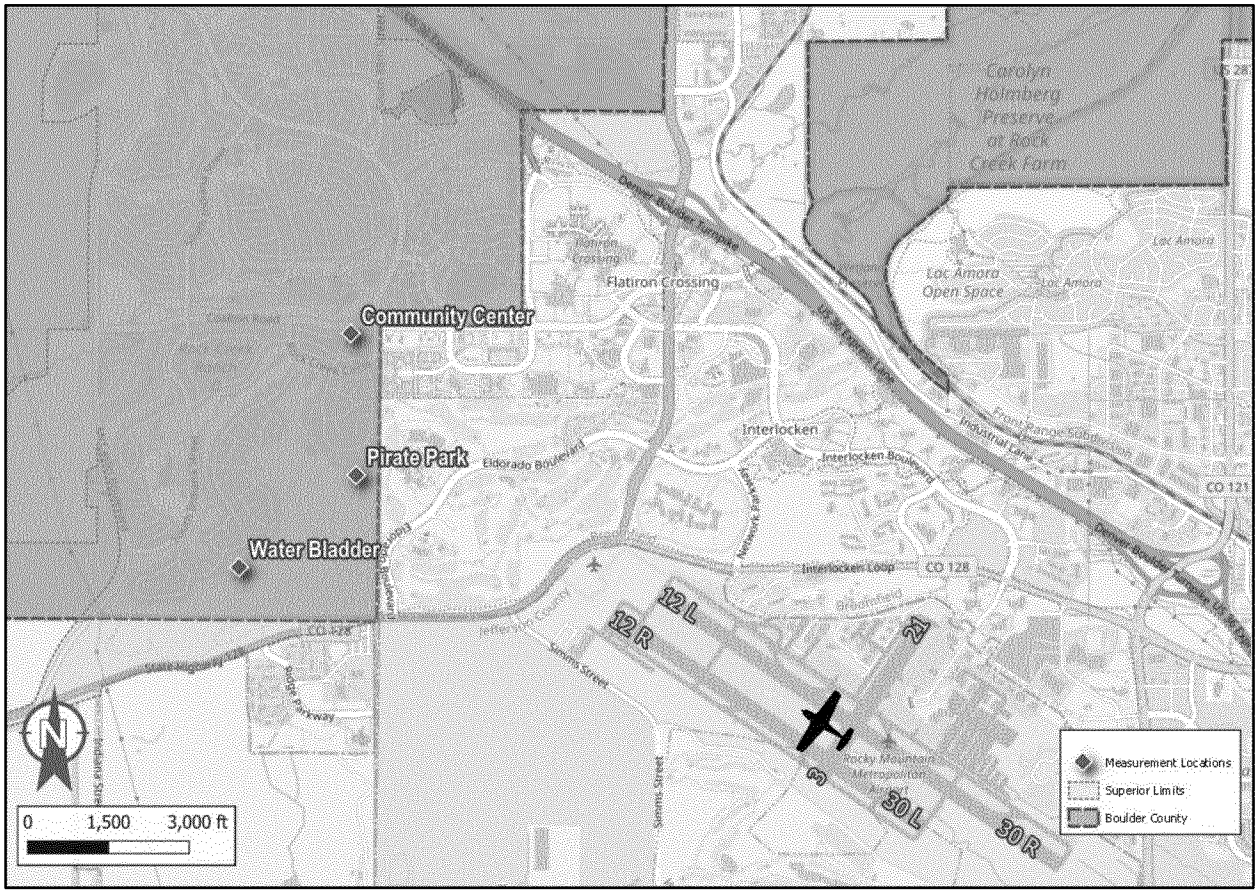


Figure 1-1. Measurement Locations and Airport

2. Noise and Aircraft Operations Measurement Procedures

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 September 30, 2024 for the Water Bladder, and October 1, 2024 for the Community Center and Pirate Park, and the drift in the measured noise level was well within tolerance (Water Bladder -0.13 dB, Pirate Park -0.12 dB, and Community Center +0.08 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 October 2024. A total of 744 hours of continuous noise, aircraft, and ground wind data were collected. All data was organized into a single database and 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 two aircraft performing touch and go operations, which involves landing the airplane and immediately taking off again, and results in the airplane passing over the microphone every few minutes. One (shown in blue) is doing larger circle that take more time, while the other (shown in yellow) is doing smaller circles and passing over more frequently 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 75 dBA, which is a 40 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 40 dBA is rarely reached because there was very little time when aircraft noise was not audible.

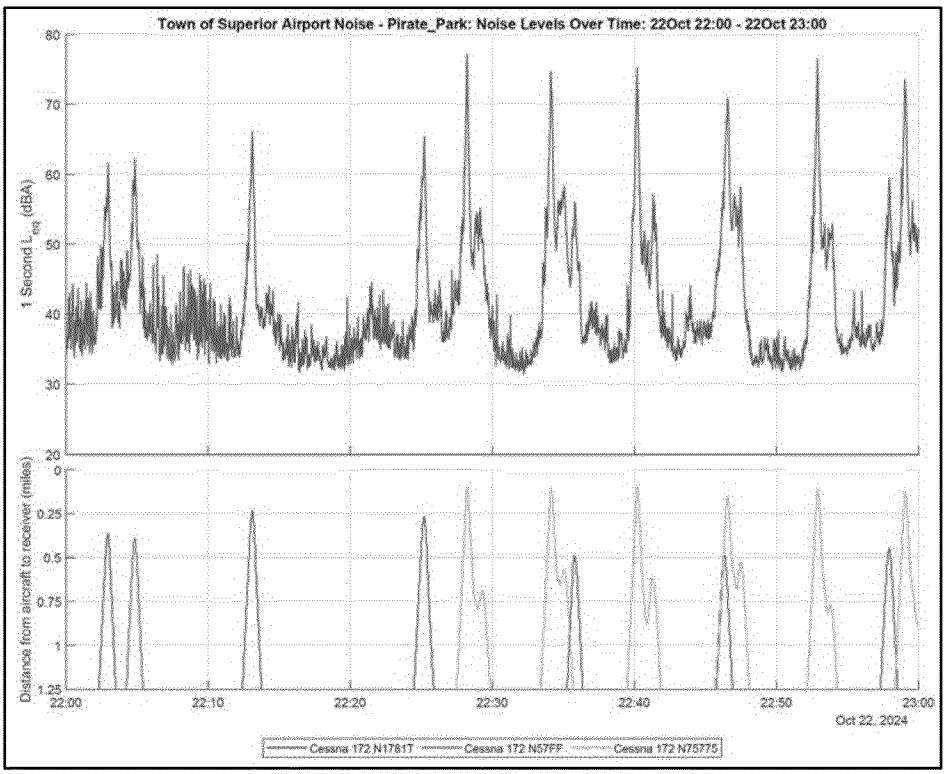


Figure 2-1. Example Time Plot of Measured Noise Levels - Touch and Go Operations

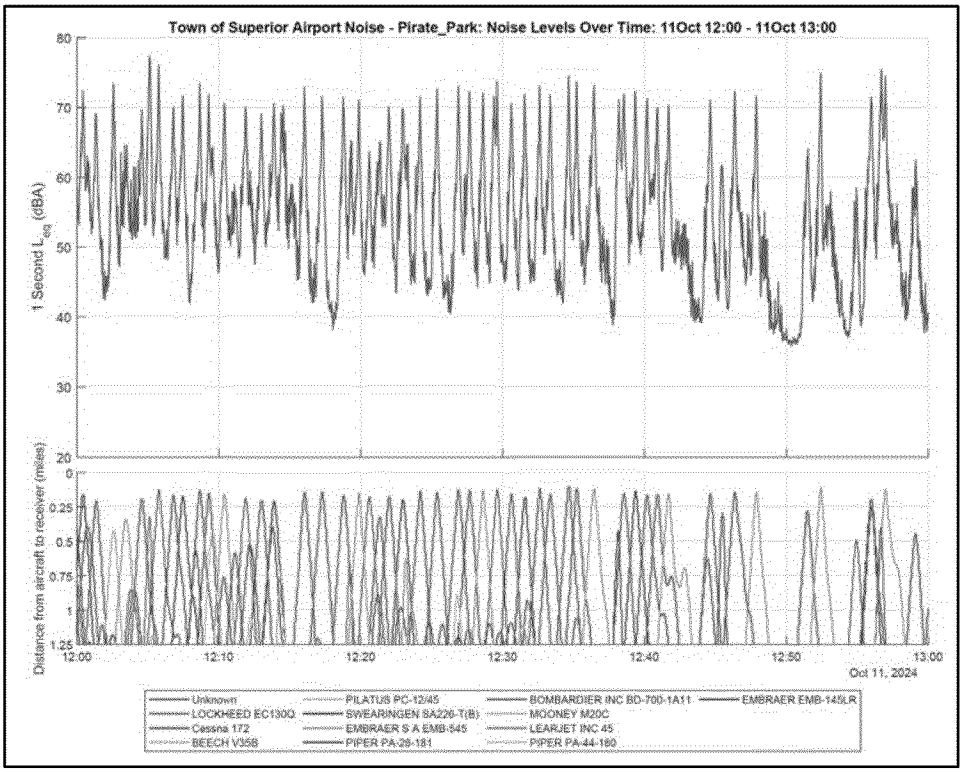


Figure 2-2. Example Time Plot During an Hour with Frequent Aircraft Operations

3. Data Analysis Procedures

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 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	Take-off
Previous sample was not on the ground	Landing	Flyover

Additionally, T&G operations were further classified as initial (the initial take off) or subsequent (subsequent touch and go landings and takeoffs) depending on whether 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 90th 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 level 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[3]

Day	Operation Type			Total Operations	Percentage T&G	Total Number of Unique Aircraft
	T&G	Takeoff	Landing			
1-Oct-24	270	243	238	751	36%	151
2-Oct-24	393	293	301	987	40%	185
3-Oct-24	242	233	224	699	35%	183
4-Oct-24	297	268	252	817	36%	171
5-Oct-24	102	98	96	296	34%	106
6-Oct-24	359	182	200	741	48%	155
7-Oct-24	317	253	242	812	39%	163
8-Oct-24	345	233	242	820	42%	153
9-Oct-24	266	213	217	696	38%	159
10-Oct-24	360	277	288	925	39%	193
11-Oct-24	334	270	271	875	38%	196
12-Oct-24	351	203	198	752	47%	157
13-Oct-24	269	186	178	633	42%	161
14-Oct-24	303	270	257	830	37%	183
15-Oct-24	304	240	249	793	38%	160
16-Oct-24	219	210	211	640	34%	155
17-Oct-24	236	163	159	558	42%	147
18-Oct-24	109	92	87	288	38%	98
19-Oct-24	183	82	84	349	52%	87
20-Oct-24	196	138	139	473	41%	139
21-Oct-24	95	74	85	254	37%	99
22-Oct-24	281	224	227	732	38%	164
23-Oct-24	301	268	275	844	36%	163
24-Oct-24	136	99	107	342	40%	122
25-Oct-24	390	252	272	914	43%	195
26-Oct-24	200	178	184	562	36%	136
27-Oct-24	229	226	196	651	35%	197
28-Oct-24	322	221	225	768	42%	157
29-Oct-24	173	137	123	433	40%	119
30-Oct-24	15	37	41	93	16%	54
31-Oct-24	308	191	199	698	44%	154
Month Total	7,905	6,054	6,067	20,026	39%	-

[3] 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[4]

	Engine Type					
Day	Piston	Turboprop	Turboshaft	Turbojet	Turbofan	Unknown
1-Oct-24	613	8	9	0	34	87
2-Oct-24	796	18	6	0	68	99
3-Oct-24	551	19	6	0	57	66
4-Oct-24	695	12	11	0	47	52
5-Oct-24	232	11	2	0	32	19
6-Oct-24	624	18	0	0	61	38
7-Oct-24	701	13	10	0	47	41
8-Oct-24	686	14	11	0	41	68
9-Oct-24	516	18	17	0	54	91
10-Oct-24	704	32	8	0	73	108
11-Oct-24	655	31	9	0	72	108
12-Oct-24	622	13	5	0	48	64
13-Oct-24	488	13	4	0	58	70
14-Oct-24	661	32	8	0	51	78
15-Oct-24	656	16	12	0	56	53
16-Oct-24	533	16	5	0	42	44
17-Oct-24	451	14	6	0	56	31
18-Oct-24	175	16	6	0	36	55
19-Oct-24	285	5	4	0	25	30
20-Oct-24	353	10	5	0	62	43
21-Oct-24	148	24	9	0	48	25
22-Oct-24	590	19	12	2	41	68
23-Oct-24	670	13	13	2	58	88
24-Oct-24	221	16	2	0	85	18
25-Oct-24	745	21	6	0	84	58
26-Oct-24	445	14	5	4	41	53
27-Oct-24	483	17	6	0	103	42
28-Oct-24	573	26	9	0	49	111
29-Oct-24	310	18	4	0	52	49
30-Oct-24	15	18	0	0	42	18
31-Oct-24	590	7	2	0	59	40
Month Total	15,787	522	212	8	1,682	1,815

[4] 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

Tables 4-1 through 4-3 provide a summary of the noise levels and aircraft operations measured during each day of October 2024 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 to and from runways 30 L and 30 R.
- The average measured noise level with aircraft from the airport present (within 1.25 miles).
- The number of decibels that aircraft noise is above the daily ambient sound level.
- The number of minutes each day that aircraft were present, and the noise level they generated that exceeded the ambient sound level by 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 and Aircraft Operations[5] – 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-Oct-24	36	490	56	20	414	320	75	280	50	14	156	109	17
2-Oct-24	37	668	54	17	372	211	35	365	47	10	132	67	7
3-Oct-24	37	445	55	18	342	234	47	253	50	13	126	79	14
4-Oct-24	37	527	57	20	445	329	74	284	49	12	143	92	14
5-Oct-24	35	174	55	20	140	108	23	97	49	14	51	34	6
6-Oct-24	36	509	57	22	473	387	109	210	50	14	114	85	21
7-Oct-24	36	563	52	16	345	221	31	303	48	12	123	72	9
8-Oct-24	38	578	53	15	377	217	23	301	47	9	102	52	5
9-Oct-24	36	460	54	18	297	205	36	264	49	13	98	63	10
10-Oct-24	38	623	53	15	353	192	26	327	47	9	110	53	5
11-Oct-24	38	558	57	19	452	344	65	286	50	12	126	83	12
12-Oct-24	35	550	52	17	373	231	41	264	45	10	95	49	7
13-Oct-24	36	408	57	21	354	281	75	194	50	14	110	82	17
14-Oct-24	37	508	56	19	432	337	64	264	50	13	131	87	14
15-Oct-24	38	499	56	18	413	291	47	263	50	12	133	84	10
16-Oct-24	36	406	57	20	329	279	67	240	51	15	119	92	16
17-Oct-24	40	400	54	15	276	158	15	200	49	9	70	39	3
18-Oct-24	34	205	56	22	185	143	43	114	49	14	60	42	7
19-Oct-24	36	223	54	19	190	119	26	83	49	13	55	34	7
20-Oct-24	35	300	57	22	280	231	63	145	49	14	74	54	12
21-Oct-24	40	131	55	15	99	59	8	58	50	10	27	17	2
22-Oct-24	38	468	56	18	337	224	45	255	51	12	136	83	13
23-Oct-24	38	533	57	19	423	300	56	296	51	12	141	86	11
24-Oct-24	38	207	56	18	166	109	20	89	49	11	45	28	4
25-Oct-24	38	545	57	19	485	372	72	255	49	12	119	83	11
26-Oct-24	35	381	55	20	296	233	58	219	48	13	92	63	10
27-Oct-24	33	408	55	22	370	307	85	211	48	15	115	94	20
28-Oct-24	37	514	55	18	404	269	44	265	48	11	124	73	8
29-Oct-24	38	273	57	19	252	188	36	135	50	12	69	44	6
30-Oct-24	34	41	56	22	26	22	7	28	48	14	9	8	2
31-Oct-24	39	468	54	15	281	148	23	216	48	9	74	36	4
Monthly Average	**37**	**421**	**55**	**19**	**322**	**228**	**46**	**218**	**49**	**12**	**99**	**63**	**10**
Monthly Total	**-**	**13,063**	**-**	**-**	**9,982**	**7,070**	**1,437**	**6,764**	**-**	**-**	**3,077**	**1,968**	**305**

[5] 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 and Aircraft Operations[6] – 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-Oct-24	45	507	58	14	284	145	19	297	57	13	179	98	17
2-Oct-24	45	687	56	11	252	91	9	385	55	10	163	65	8
3-Oct-24	46	464	58	12	225	102	11	273	57	11	146	70	10
4-Oct-24	46	548	59	13	284	139	15	303	57	12	167	88	13
5-Oct-24	44	193	56	12	94	39	4	114	55	11	56	23	4
6-Oct-24	44	533	58	14	294	151	19	232	56	12	143	80	16
7-Oct-24	45	580	57	12	224	92	12	321	56	11	141	59	10
8-Oct-24	43	589	56	13	254	119	15	304	55	12	142	69	13
9-Oct-24	44	480	58	13	209	93	12	284	57	13	137	65	11
10-Oct-24	45	646	55	11	209	72	9	351	54	10	128	48	8
11-Oct-24	45	593	59	14	304	162	19	321	58	13	158	89	15
12-Oct-24	44	561	56	12	196	76	10	274	55	10	111	45	9
13-Oct-24	44	445	58	14	237	129	19	227	57	13	131	76	15
14-Oct-24	44	538	58	14	318	159	17	294	57	12	178	95	15
15-Oct-24	45	524	58	13	290	134	13	288	57	12	172	88	11
16-Oct-24	44	415	58	14	256	134	15	250	57	13	152	81	13
17-Oct-24	42	413	57	15	213	107	22	213	56	14	122	68	18
18-Oct-24	46	211	58	13	118	46	6	120	57	12	66	27	5
19-Oct-24	42	224	56	14	126	51	6	87	55	13	61	30	5
20-Oct-24	40	318	58	17	240	154	27	164	56	16	122	84	20
21-Oct-24	44	153	57	13	77	31	4	80	56	12	38	18	4
22-Oct-24	43	488	57	14	267	129	15	274	56	13	159	82	12
23-Oct-24	46	567	59	13	299	137	16	325	58	12	193	93	14
24-Oct-24	45	230	57	12	94	42	4	111	55	10	46	25	3
25-Oct-24	46	585	59	13	313	163	16	294	58	12	160	90	13
26-Oct-24	44	395	59	15	212	104	16	232	58	14	126	61	12
27-Oct-24	42	433	58	16	241	139	24	238	57	15	137	87	21
28-Oct-24	44	522	56	12	252	101	10	274	54	10	136	56	8
29-Oct-24	46	297	59	13	168	68	7	159	58	11	90	41	6
30-Oct-24	45	50	59	14	24	13	2	37	59	14	16	10	2
31-Oct-24	44	474	56	12	198	78	11	222	55	11	104	43	9
Monthly Average	**44**	**441**	**58**	**13**	**219**	**103**	**13**	**237**	**56**	**12**	**125**	**63**	**11**
Monthly Total	**-**	**13,663**	**-**	**-**	**6,774**	**3,199**	**406**	**7,348**	**-**	**-**	**3,881**	**1,954**	**340**

[6] 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 and Aircraft Operations[7] – 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-Oct-24	38	513	60	22	403	301	100	303	55	17	192	144	39
2-Oct-24	39	688	58	19	361	227	62	383	53	14	171	104	24
3-Oct-24	40	467	59	20	320	206	60	275	55	15	163	105	25
4-Oct-24	39	553	60	22	425	318	108	308	55	16	182	136	36
5-Oct-24	38	197	59	21	147	111	36	118	54	16	72	55	15
6-Oct-24	39	537	61	22	436	329	116	235	55	16	143	108	32
7-Oct-24	38	586	57	19	304	192	56	325	53	15	149	90	22
8-Oct-24	39	594	58	19	335	215	55	309	52	14	139	88	18
9-Oct-24	38	485	58	21	290	195	62	287	55	17	140	95	28
10-Oct-24	39	653	57	19	327	203	52	357	52	13	137	79	15
11-Oct-24	40	594	61	21	424	310	108	320	56	16	162	116	33
12-Oct-24	38	565	58	20	304	186	54	276	50	13	116	69	15
13-Oct-24	39	451	60	22	341	252	91	233	55	16	141	102	30
14-Oct-24	39	544	60	22	418	320	101	300	55	17	179	130	32
15-Oct-24	40	529	60	20	387	264	78	290	56	16	176	118	28
16-Oct-24	37	420	60	23	337	288	99	254	55	18	154	128	38
17-Oct-24	39	411	58	19	298	188	39	211	53	14	119	77	16
18-Oct-24	38	212	60	22	179	127	38	121	54	16	81	57	14
19-Oct-24	37	233	61	24	195	121	36	87	53	17	67	47	14
20-Oct-24	37	320	61	23	275	210	81	163	56	19	109	83	27
21-Oct-24	42	159	60	18	109	83	21	85	56	14	45	35	9
22-Oct-24	40	497	60	20	342	252	75	282	55	16	168	125	30
23-Oct-24	41	569	60	20	414	282	79	327	56	15	194	130	29
24-Oct-24	40	232	60	20	164	120	37	112	57	16	61	47	16
25-Oct-24	40	590	61	22	449	338	122	298	56	16	158	119	34
26-Oct-24	37	396	60	24	285	214	77	233	55	18	127	89	27
27-Oct-24	36	435	72	37	345	273	115	238	55	20	151	124	50
28-Oct-24	39	525	58	19	365	233	67	275	53	14	151	90	20
29-Oct-24	40	298	61	21	251	185	57	159	57	17	102	74	20
30-Oct-24	37	51	60	24	36	28	12	38	58	21	19	15	8
31-Oct-24	41	476	58	18	266	161	39	224	53	13	96	57	12
Monthly Average	**39**	**445**	**60**	**21**	**307**	**217**	**69**	**240**	**55**	**16**	**131**	**91**	**24**
Monthly Total	**-**	**13,780**	**-**	**-**	**9,529**	**6,731**	**2,135**	**7,426**	**-**	**-**	**4,064**	**2,836**	**753**

[7] 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 NO. 5d

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

AGENDA ITEM NAME: **Resolution – Approving a construction contract with GSE Construction Company, Inc. for the wastewater treatment facility Anaerobic Zone Basin Expansion Project.**

MEETING DATE: **December 9, 2024**

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

PRESENTED FOR: **Action**

BACKGROUND:
The Superior Metropolitan District No.1 manages, operates, maintains and controls the municipal wastewater treatment facility (WWTF) for the Town of Superior. The WWTF is located at 2125 Honey Creek Lane, Superior, Colorado. The existing secondary process was constructed in 1986 and consists of a two-train system. Each train contains an anoxic and aerobic zone. No major improvements to the secondary process have been completed since it was first constructed. In approximately 2014 the west train was upgraded with fine bubble diffusers and in 2024 new high-speed turbo blowers (HSTB) were installed to replace the existing blowers which were past their anticipated life.

Several drivers are pushing the need for this project. The original facility was not designed to meet effluent total phosphorus and effluent total inorganic nitrogen (TIN) limits associated with Regulation 85 and the clarifiers are undersized to reliably perform with projected flow and loading increases. The SMD1 WWTF permit has been under administration extension since 2014, and it is believed that the facility will be required to meet the effluent requirements of Regulation 85 when their discharge permit is renewed.

This project constructs a new anaerobic zone for each secondary process treatment train. The anaerobic zones will promote enhanced biological phosphorus removal (to comply with the Regulation 85 requirements), improve sludge settle-ability, and improve secondary clarifier performance. The project generally consists of demolition of an existing, abandoned headworks

building to allow room for the new anaerobic zones, construction of concrete tanks with influent splitter channel, procurement and installation of submersible mixers, piping, and miscellaneous electrical. The attached project site plan illustrates the location of the new anaerobic zones and associated work.

The District retained the services of Dewberry Engineers, an engineering and design consultant with experience in designing and planning biological wastewater treatment systems, to design the facility and prepare construction plans. In accordance with the Town's Purchasing Policy, a Request for Bids (RFB) was solicited via the Town's website and an online procurement service.

The bid results are summarized in Table 1. A more detailed itemized breakdown is included in the attachments. The base bid includes work associated with the demolition, earthwork, concrete, piping and appurtenances, mixers, slide gates, and electrical. The base bids ranged from a low of $2,881,800 to a high of $3,770,250. GSE Construction was the low bidder while Velocity Constructors submitted the second lowest bid of $3,119,287 (eight percent higher than the low bid). The engineer's opinion of probable construction cost (EOPCC) was three percent higher than the lowest bid. All bids were reviewed for completeness and two of the three bids are in compliance with the construction documents. Additional details of the bid evaluation can be found in the attached memorandum. For the lower bidder, provided references were contacted and were positive to neutral in nature.

Table 1 - Town of Superior/SMD1 Anaerobic Zones bid summary

Item	GSE Construction	Velocity Constructors	Glacier Construction	EOPCC
Base bid	$2,881,800	$3,119,287	$3,770,250	$2,965,000
Ratio to low base	1.00	1.08	1.31	1.03
Value engineering items	None identified	None identified	None identified	None identified
Total project cost	$2,881,800	$3,119,287	$3,770,250	$2,965,000

The EOPCC was based on several sources; select manufacturer and supplier budgetary quotes, recent regional Dewberry project information, and historic cost data for Boulder County using RS Means (commercially available cost estimating database). Our base assumption is that these sources of information represent the anticipated cost under competitive bidding conditions. Dewberry has observed a significant increase in construction costs over the past 5 years. The unit costs used in the EOPCC for items such as concrete, earthwork, process equipment, and piping indicate the bids received appear to be accurate to historically observed market trends. The low bid received from GSE Construction ($2,881,800) is 3 percent lower than the EOPCC, and represents a good construction value to the Town.

BUDGET IMPLICATIONS:

The 2024 budget included $3,000,000 for this project under cost center 51-499-6239, with the $3,000,000 in funds coming from the American Rescue Plan Act (ARPA), which has already been paid to the Town.

MOTION:
Move to adopt a resolution approving the construction contract with GSE Construction for the construction of new anaerobic zones at the wastewater treatment facility.

ATTACHMENTS:
- Resolution
- Construction contract
- Line item bid summary
- Bid evaluation memorandum
- Project site plan

SUPERIOR METROPOLITAN DISTRICT NO.1
RESOLUTION NO. SMD#1-7
SERIES 2024

A RESOLUTION OF THE BOARD OF DIRECTORS OF SUPERIOR METROPOLITAN DISTRICT NO.1 APPROVING A CONTRACT WITH GSE CONSTRUCTION COMPANY, INC., FOR THE MUNICIPAL WASTEWATER TREATMENT FACILITY ANAEROBIC ZONES EXPANSION PROJECT

WHEREAS, Superior Metropolitan No.1 (the "District") desires to add biological nutrient removal capabilities to the Wastewater Treatment Facility, including without limitation by constructing anaerobic basins for the secondary treatment process; and

WHEREAS, the Board of Directors finds it is in the best interest of the public health, safety and welfare to contract with GSE Construction Company, Inc., to complete the addition of anaerobic basins of the Municipal Wastewater Treatment Facility.

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

Section 1. The Contract between the District and GSE Construction Company, Inc., is hereby approved in substantially the same form as attached hereto, subject to final approval by the District's General Counsel.

ADOPTED this 9th day of December, 2024.

_____
Mark Lacis, President

ATTEST:

_____
Lydia Yecke, Town Clerk

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered into this _____ day of _____, 20__ (the "Effective Date"), by and between the Superior Metropolitan District No. 1, 124 East Coal Creek Drive, Superior, CO 80027, a Colorado special district (the "District"), and GSE Construction Company Inc., an independent contractor with a principal place of business at 7633 Southfront Rd., Ste. 160, Livermore, CA 94551 ("Contractor") (each a "Party" and collectively the "Parties").

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

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

Construction of new anaerobic zones at the Superior's Rock Creek WWTF. This work generally consists of the following: demolition of existing storage room in existing treatment building, earthwork, site piping, and construction of concrete tankage with associated piping, slide gates, submersible mixers, and associated electrical.

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

3. Commencement and Completion of Work. Contractor shall commence the Work within 10 days of date of the Notice to Proceed. Substantial Completion of the Work shall be accomplished by the 20th day of August, 2025 unless the period for completion is extended otherwise in accordance with the Contract Documents. Final Completion of the Work shall be accomplished within 14 days of the date of Substantial Completion.

4. Compensation/Contract Price. The District agrees to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Work, an amount not to exceed $ 2,881,800. The District shall pay Contractor in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

5. Keep Jobs In Colorado Act. Pursuant to the Keep Jobs in Colorado Act, C.R.S. § 8-17-101, *et seq.* (the "Act"), and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules"), Contractor shall employ Colorado labor to perform at least 80% of the work under this Contract and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section, "Colorado labor" means a person who is a resident of the state of Colorado at the time of this Contract, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a *bona fide* qualification. A resident of the state of Colorado is a person with a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last 30 days. Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed $500,000 in the aggregate for any fiscal year.

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

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

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

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

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

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

Contractor: Dennis Gutierrez, President
GSE Construction Company Inc.
7633 Southfront Rd., Ste. 160
Livermore, CA 94551

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

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

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

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

15. Rights and Remedies. The rights and remedies of the District under this Contract are in addition to any other rights and remedies provided by law. The expiration of this Contract shall in no way limit the District's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

16. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the District not performed during the current fiscal year

is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

17. Federal Provisions.

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

B. *Equal Employment Opportunity.*

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

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

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

4. Contractor shall send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

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

1. Minimum Wages.

a. All laborers and mechanics will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. Part 3)), the full amount of wages and *bona fide* fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under § 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics. Regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by Contractor and subcontractors at the work site in a prominent and accessible place where it can be easily seen by workers.

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

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

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

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

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

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

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

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

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

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

7. Payrolls and basic records.

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

b. Submittals.

i. Contractor shall submit weekly for each week in which any work is performed a copy of all payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal funding agency. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only include an individually identifying number for each employee. The required weekly payroll information may be submitted in any form desired. Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractor and subcontractors shall maintain the full social security number and current address of each covered worker, and shall submit them to the District for transmission to the federal funding agency, Contractor, or the Wage and Hour

Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for Contractor to require a subcontractor to provide addresses and social security numbers to Contractor for its own records, without weekly submission to the sponsoring government agency or the applicant, sponsor, or owner.

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

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

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

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

8. Apprentices and trainees.

a. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in

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

b. Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration

withdraws approval of a training program, Contractor shall no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

13. Certification of eligibility.

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

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

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

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

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

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

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

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

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

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

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

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

H. *Debarment and Suspension.*

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

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

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

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

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

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

I. *Byrd Anti-Lobbying Amendment*. Contractors who apply or bid for an award of $100,000 or more shall file the required certification set forth in the Certification Regarding Lobbying for the specific funding source. Each tier certifies to the tier above that it will not and has not used federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining a federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

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

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

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

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

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

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

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

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

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

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

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

P. *Housing and Community Development Act.*

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

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

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

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

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

6. With respect to work performed in connection with Section 3 covered Indian housing assistance, § 7(b) of the Indian Self-Determination and Education Assistance Act. (25 U.S.C § 450e) applies to the work to be performed under this Agreement and requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties that are subject to the provisions of Section 3 and § 7(b) agree to comply with Section 3 to the maximum extent feasible, but in derogation of compliance with § 7(b).

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

SUPERIOR METROPOLITAN DISTRICT NO. 1

_____
Mark Lacis, President

ATTEST:

_____
Lydia Yecke, Secretary

CONTRACTOR GSE Construction Company Inc.

By: _____
Dennis Gutierrez, President

STATE OF ~~COLORADO~~ California)
) ss.
COUNTY OF Alameda)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 13th day of November, 2024, by Dennis Gutierrez as President of GSE Construction Co., Inc..

My commission expires: October 23, 2026

(S E A L)

_____
Notary Public Iris Sosa

IRIS M. SOSA
Notary Public - California
Alameda County
Commission # 2422959
My Comm. Expires Oct 23, 2026

CERTIFICATE OF INSURANCE

STATE OF California)
) ss.
COUNTY OF Alameda)

I, Dennis Gutierrez, being first duly sworn, state and affirm, under penalty of law, that I am familiar with the insurance coverages maintained by the Insured, GSE Construction Co, Inc and the coverage requirements set forth in the foregoing Certificate of Insurance, that I have completed or caused to be completed and subsequently reviewed the foregoing Certificate of Insurance and that the information provided contained therein is true and correct to the best of my knowledge. I further understand that the Superior Metropolitan District No. 1 shall rely on the information provided.

This information is provided for the Superior Metropolitan District No. 1, Work No. PW 2024-05.

By: _____

Title: Dennis Gutierrez, President

Agency: GSE Construction Company Inc.

California
STATE OF ~~COLORADO~~)
) ss.
COUNTY OF Alameda)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 13th day of November, 2024, by Dennis Gutierrez, as President of GSE Construction Company Inc.

My commission expires: October 23, 2026

(S E A L)

_____
Notary Public Iris Sosa

IRIS M. SOSA
Notary Public - California
Alameda County
Commission # 2422959
My Comm. Expires Oct 23, 2026

CORPORATE RESOLUTION

The undersigned, constituting all of the directors of G.S.E. Construction Company, Inc., hereby adopt the recitals and resolutions as shown below. This action is taken in accordance with the provisions of Section 307(b) of the California General Corporation Law, which authorized the Board of Directors to take any action without a meeting may be taken at any annual or special meeting if the board consents in writing to the action. The effective date of the actions taken by this unanimous written consent is November 1, 2024

WHEREAS, construction contracts and proposals are executed only by authorized agents of the corporation.

RESOLVED, that the directors reaffirm that the following persons, with titles as designated, are authorized to perform the roles and responsibilities on behalf of G.S.E. Construction Company, Inc.

NAME	TITLE
Dennis Gutierrez	President
Nate Jones	Chief Executive Officer (CEO)
Richard Harte	Chief Operations Officer (COO)
Joeti Klein	Vice President
Mario Lozano	Vice President
M. Justin Blickle	Vice President
Iris Villasenor Sosa	Secretary
Levi Mazza	Asst. Secretary
Vina Ontiveros	Asst. Secretary

CERTIFICATION OF SECRETARY

I certify that:

I am duly qualified and acting as Secretary of G.S.E. Construction Company, Inc., a licensed California Corporation.

The foregoing is a true copy of a resolution duly adopted by the board of Directors of the corporation at a special meeting duly held on September 27, 2024 and entered in the minutes of such meeting in the minute book of the corporation.

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repeated, and is now in full force and effect.

Dated: October 30, 2024

Iris Sosa, Secretary

Table 2 Town of Superior/SMD1 Anaerobic Zones Project Line Item Bid Tabulation

Item	Description (major components)	GSE	VELOCITY	GLACIER	EOPCC
Base Bid					
1	Demolition of existing storage structure	$ 181,700	$ 230,056	$ 752,700	$ 283,000
2	Earthwork	$ 687,000	$ 945,327	$ 738,000	$ 549,000
3	Concrete	$ 1,120,600	$ 906,375	$ 1,046,000	$ 1,240,000
4	Piping and appurtenances	$ 286,000	$ 393,830	$ 672,700	$ 419,000
5	Mixer procurement and installation	$ 298,600	$ 301,680	$ 248,900	$ 151,000
6	Slide gate procurement and installation	$ 60,300	$ 75,140	$ 67,000	$ 113,000
7	Electrical	$ 247,600	$ 266,879	$ 244,950	$ 210,000
Bid Alternate					
Total Bid if all 7 items provided (Sum of items 1-7)		$ 2,881,800	$ 3,119,287	$ 3,770,250	$ 2,965,000
Ratio to Low Bid		1.00	1.08	1.31	1.03

Dewberry

MEMORANDUM

PREPARED FOR: Town of Superior

PREPARED BY: Michael Syverson, PE and Patrick Radabaugh, PE

DATE: November 8, 2024

SUBJECT: Evaluation of bids for construction of WWTF Anaerobic Zones

1. Bid Summary

The bid results for the Town of Superior/Superior Metro District No.1 (SMD1) Wastewater Treatment Facility (WWTF) Anaerobic Zones Project are summarized in **Table 1**. The base bid consisted of the complete cost to construct two new anaerobic zones with influent splitter channel. This work generally consists of demolition of a portion of the existing facility, earthwork, reinforced concrete, installation of slide gates and mixers, relocation of solar system components, and miscellaneous site work and electrical work. The base bid ranged from a low of $2,881,800 to a high of $3,770,250. GSE Construction was the apparent low bidder while Velocity Constructors submitted the second lowest bid at eight (8) percent higher than the low bid. Glacier Construction submitted the highest bid at 31 percent higher than the low bid. The engineer's opinion of probable construction cost (EOPCC) was $2,965,000; three (3) percent higher than the low bid.

Table 1 – Town of Superior/SMD1 Anaerobic Zones bid summary

ITEM	GSE CONSTRUCTION	VELOCITY CONSTRUCTORS	GLACIER CONTRUCTION	EOPCC
Base bid	$2,881,800	$3,119,287	$3,770,250	$2,965,000
Ratio to low base	1.00	1.08	1.31	1.03
VE items	None Identified	None Identified	None Identified	None Identified
Total project cost	$2,881,800	$3,119,287	$3,770,250	$2,965,000

The bid was required to include a unit price table. These values are intended to be used when unforeseen conditions are encountered resulting in additions or subtractions to the work. Each bidder submitted unit prices for common areas of work on this project and those values are summarized in **Table 2**.

Table 2 – Unit price summary

ITEM	UNIT	GSE CONSTRUCTION	VELOCITY CONSTRUCTORS	GLACIER CONSTRUCTION
Imported structural fill	Cubic yard	$200	$176	$45
Excavation	Cubic yard	$450	$165	$30
Reinforced concrete	Cubic yard	$1,200	$1,355	$644
Site concrete	Square foot	$40	$22	$28
Bypass pumping	Per day	$445	$1,029	$581

2. Cost Evaluation

The EOPCC was based on several sources; select manufacturer and supplier budgetary quotes, recent regional Dewberry project information, and historic cost data for Boulder County using RS Means (commercially available cost estimating database). Our base assumption is that these sources of information represent the anticipated cost under competitive bidding conditions.

Dewberry has observed a significant increase in construction costs over the past five years. The unit costs used in the EOPCC for items such as concrete, earthwork, process equipment, and piping indicate the bids received appear to be accurate to historically observed market trends. The low bid received from GSE Construction ($2,881,800) is 3 percent lower than the EOPCC and represents a good construction value to the Town.

3. Evaluation of Contractor Qualifications

The Invitation to Bid indicated that bidders would be evaluated based on their qualifications, experience, and reliability. Each bidder was required to provide the following information to demonstrate their qualifications:

1. Company information
2. General qualifications
3. Contractor's license
4. Certified copy of financial statement
5. Lists of current projects under contract
6. List of projects completed in the last three years.

Each of the bidders provided the requested qualifications, financial statement, and project history in their bids. The contractors that submitted proposals for the project represent a range of construction experience, company size, and staff experience. The general information about each firm is summarized in **Table 3**. Relevant project experience for each firm is summarized in **Table 4**.

Table 3 – Contractor's relevant experience for 5 similar projects

ITEM	GSE CONSTRUCTION	VELOCITY CONSTRUCTORS	GLACIER CONTRUCTION
Incorporation date	June 16, 1980	April 4, 2002	July 15, 1997
Location of incorporation	California	Colorado	Colorado
Permanent address	7633 Southfront Rd, Suite 160 Livermore, CA 49551	2107 W. College Ave. Englewood, CO 80110	9801 East Easter Ave. Centennial, CO 80112
Colorado address	1408 Horizon Avenue Suite 201 Lafayette, CO 80026	2107 W. College Ave. Englewood, CO 80110	9801 East Easter Ave. Centennial, CO 80112
Annual revenue	$119.5 million	$37.5 million	Financials not provided as required as part of bidder's qualification statement
Contact	Dennis Gutierrez	Robert Rogstad	Randall Wambsganss
Telephone	(925) 447-0292	(303) 984-7800	(303) 221-5383

Table 4 – Contractor's relevant experience for 5 similar projects					
CONT-RACTOR	PROJECTS				
GSE	• Silverthorn Dillon Joint Sewer Authority (CO): Centrifuge installation, piping, structural, electrical, I&C • $896,000 • Completed (last 5 years)	• Paint Brush Hills Metro District (CO): Booster Pump Station, chlorine contract basin, site utilities, chem system, GAC • $3.9M • Completed (last 5 years)	• City of Heyburn (ID): WWTP Upgrades • $6.5M • Completed (last 5 years)	• City of Gooding (ID): Multiple WWTP Improvements • $15.9M • Completed (last 5 years)	• City of Longmont (CO): New chemical building, chemical trenches, blower facility modifications • $8.9M • Completed (last 5 years)
Velocity	• Basalt Sanitation District (CO): WWTF Headworks and Clarifier Project • $710,000 • Completed 06/2023	• City of Fort Morgan (CO): WWTP Clarifier and Aeration Basin Improvements • $1.1M • Completed 06/2023	• Lone Tree Water Reuse Facility BNR #3 and Clarifier #3 Rehab/Redundancy Improvements • $2.7M • Completed 09/21	• High Peak Camp WWTF (CO): Headworks, lift station, SBR, pumping, UV, Filter • $3.9M • Completed 10/2022	• Widefield WWTP (CO): Nutrient and Dewatering improvements, anoxic basin with large bubble mixing, dewatering • Completed 12/2019
Glacier	• South Metro WISE Authority (CO): Binney Connection, chemical building, chlorine contact basin • $28.2M Completed 12/2023	• City of Aurora (CO): Griswold Surge Tank Improvements • $3.2M • Completed 7/2023	• City of Loveland (CO): 29th Street P2 Pump Station • $5.9M • Completed 3/24	• Woodmen Hills Metro District (CO): Theriot Water Treatment Plant • $2.4M • Completed 3/24	

4. References

References for similar projects provided in the bid from GSE are provided in **Table 5**. Four of the five references were able to be contacted, and all responded with favorable performance by the contractor with little negative feedback.

Table 5 – References for GSE Construction				
OWNER	PROJECT	CONTACT	TELEPHONE	CONTACTED
Silverthorn Dillon Joint Sewer Authority	Centrifuges, piping, structural, electrical, I&C	Jody Allen	(303) 751-0741	X
Paint Brush Hills Metropolitan District	Booster pump station and chlorine contact basin	Robert Guevara	(719) 495-8188	X
City of Heyburn	WWTP Upgrades	Brian Vail	(208) 679-8158	X

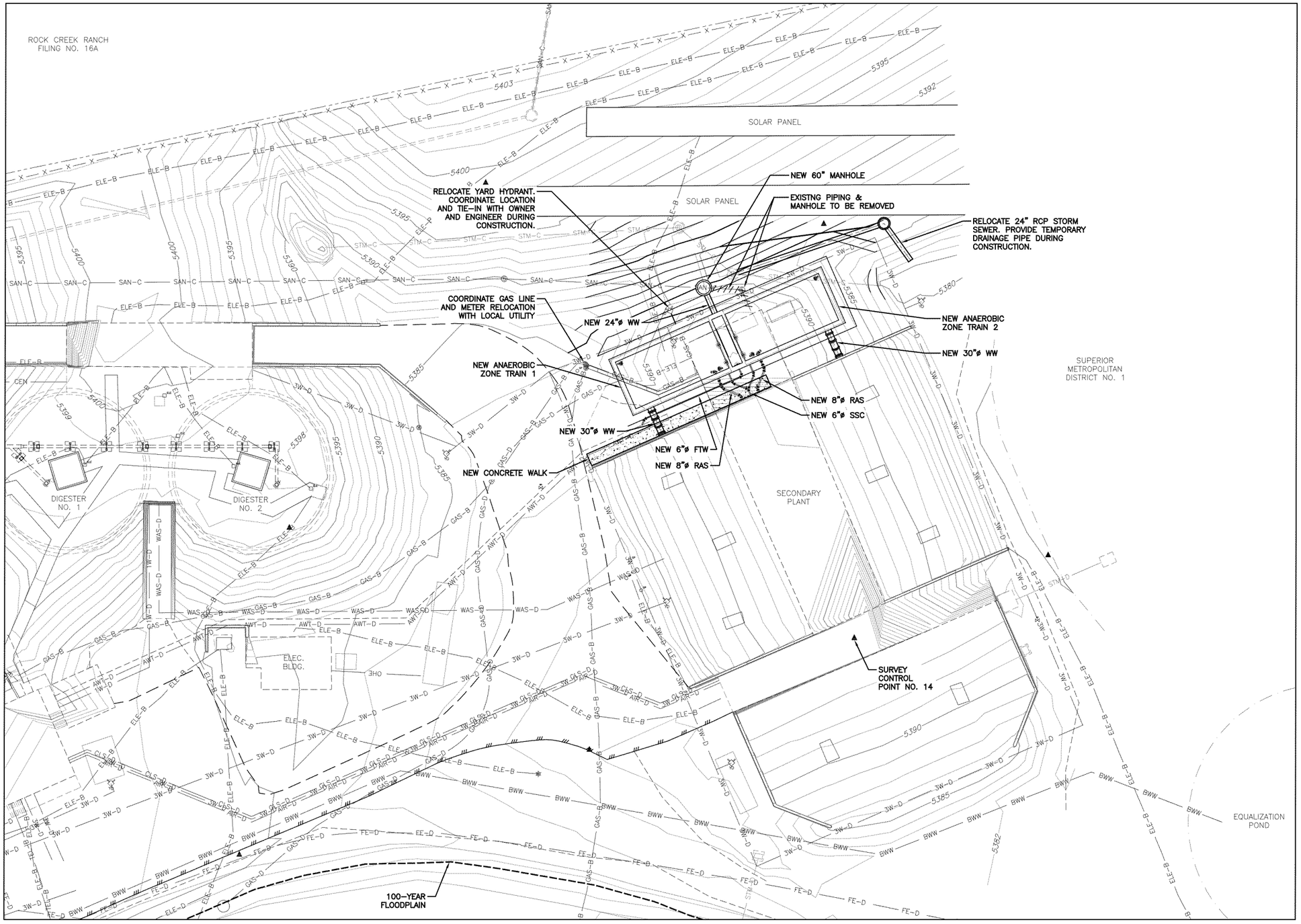
City of Gooding	Multiple WWTP Improvements	Larry Bybee	(208) 934-5669	
City of Longmont	Chemical Building, Blower facility modifications	Joe Michalski	(303) 766-6050	X

5. Conclusions and Recommendation

Based on the bid amount and the Contractor's qualifications, we recommend award of the project to GSE Construction.

0 10 20 40

1" = 20'
ORIGINAL SCALE



Dewberry®
Dewberry Engineers Inc.
990 S. BROADWAY, SUITE 400
Denver, Colorado 80209
(303) 825-1802

LINE IS 2 INCHES AT FULL SIZE
(IF NOT 2"-SCALE ACCORDINGLY)

DRAWING CPL61727-2
DRAWN JAJ
DESIGNED MDS
CHECKED MDS

APPROVED:

PRINCIPAL

DATE:

REVISIONS

REV.	DESCRIPTION	BY	DATE	APP.
A	30% DESIGN REVIEW SUBMITTAL	JAJ	08/01/24	PDR
B	90% DESIGN REVIEW SUBMITTAL	JAJ	09/05/24	PDR

SUPERIOR METROPOLITAN DISTRICT NO. 1
SUPERIOR, COLORADO

ROCK CREEK WWTF AERATION BASINS ANAEROBIC ZONE EXPANSION

CIVIL

ENLARGED SITE PLAN

DATE: 07/30/24
PROJECT NUMBER: 50161727
REVISION NO. B
DRAWING NUMBER **C-2**
SHEET NUMBER

ITEM NO. 5e

INFORMATION FOR MEETING
OF THE SUPERIOR BOARD OF TRUSTEES

AGENDA ITEM NAME: **Resolution – Approving an Agreement with RC Superior, LLC, for the McCaslin Mains Construction**

MEETING DATE: **December 9, 2024**

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

PRESENTED FOR: **Action**

BACKGROUND:
The Town and RC Superior, LCC (Developer) entered into a Developer Agreement dated March 11, 2013 relating to the Superior Town Center Development. In accordance with the Developer Agreement, the Developer is responsible for funding and completing the construction of certain public infrastructure improvements, including the construction of the waterline improvements identified in Exhibit B of the Development Agreement as the "Domestic Water – Offsite Improvements (McCaslin Mains)" (the "McCaslin Mains").

Town Staff were contacted by the Developer in September 2024, regarding the possibility of the Town completing the McCaslin Mains improvements, which consist of a 16" Water Main paralleling McCaslin Boulevard from Rogers Farm to the Water Treatment Plant, see attached design plans.

Town Staff would manage and complete the project and the Developer would pay for all construction related costs to include construction costs, construction administrative services, and a management fee of 10% for Town Staff oversight of the project.

If this agreement is approved, Town Staff would bid out the project in accordance with the Town's procurement process, and bring the bid results to the Town Board for review and approval. Once approved by the Board, the Developer would pay the Town for all construction related costs mentioned above within 30 days of receipt of an invoice from the Town, to include a 10% contingency for potential project overruns. Any contingency or construction costs not spent would be refunded to the Developer following completion of the project.

BUDGET IMPLICATIONS:
There will be no cost to the Town for the project. The Developer would pay for all construction related costs to include construction costs, construction administrative services, a 10% contingency fee, and a management fee of 10% for Town Staff oversight of the project.

RECOMMENDED ACTION: Staff recommends approval of the resolution and agreement.

MOTION:
Move to adopt a Resolution approving an Agreement with RC Superior, LCC for the McCaslin Mains Construction.

ATTACHMENTS:
- Resolution
- Agreement
- Design Plans

TOWN OF SUPERIOR
RESOLUTION NO. R-61
SERIES 2024

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR APPROVING THE WATERLINE CONSTRUCTION AGREEMENT WITH RC SUPERIOR, LLC, REGARDING THE CONSTRUCTION OF WATERLINE IMPROVEMENTS IN THE SUPERIOR TOWN CENTER DEVELOPMENT

WHEREAS, the Town of Superior and RC SUPERIOR, LLC, entered into a Development Agreement dated March 11, 2013, regarding the Superior Town Center Development;

WHEREAS, pursuant to the Development Agreement, RC SUPERIOR, LLC, is responsible for funding and completing the construction of certain public infrastructure improvements, including the construction of the waterline improvements identified in Exhibit B of the Development Agreement as the "Domestic Water - Offsite Improvements (McCaslin Mains)";

WHEREAS, the Town now desires to undertake the construction of the McCaslin Mains, at Developer's expense, pursuant to the Waterline Construction Agreement, attached hereto and incorporated herein (the "Agreement"); and

WHEREAS, the Board of Trustees desires to approve the Agreement to allow the Town to undertake the construction of the McCaslin Mains at Developer's expense.

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

Section 1. The Agreement between the Town and RC SUPERIOR, LLC, is hereby approved in substantially the same form as attached hereto, subject to final approval by the Town Attorney.

ADOPTED this 9th day of December, 2024.

_____
Mark Lacis, Mayor

ATTEST:

_____
Lydia Yecke, Town Clerk

WATERLINE CONSTRUCTION AGREEMENT

THIS WATERLINE CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into on this ____ day of _____, 2024 (the "Effective Date"), by and between the TOWN OF SUPERIOR, a Colorado municipality with an address of 124 East Coal Creek Drive, Superior, CO (the "Town"), and RC SUPERIOR, LLC, a Delaware limited liability company with an address of _____ ("Developer") (each a Party and collectively the Parties).

WHEREAS, the Parties entered into a Development Agreement dated March 11, 2013 and recorded with the Boulder County Clerk and Recorder at Reception No. _____ (the "Development Agreement"), relating to the Superior Town Center Development;

WHEREAS, pursuant to the Development Agreement, Developer is responsible for funding and completing the construction of certain public infrastructure improvements, including the construction of the waterline improvements identified in Exhibit B of the Development Agreement as the "Domestic Water – Offsite Improvements (McCaslin Mains)" (the "McCaslin Mains");

WHEREAS, the Parties now desire to have the Town undertake the construction of the McCaslin Mains, at Developer's expense; and

WHEREAS, this Agreement sets forth the terms and conditions under which the McCaslin Mains will be constructed by the Town and funded by Developer.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties agree as follows:

1. Scope of Work. Subject to the terms of this Agreement, the Town agrees to procure bids and construct the McCaslin Mains as described in the plans and specifications approved by the Parties. The construction shall be performed based on the selected bid amount procured by the Town. The Town shall manage the construction process and all work shall comply with applicable laws and regulations.

2. Costs. Developer shall be responsible for payment of the following:

a. The total bid amount and all project fees, to include all fees associated with crossing the Farmers Reservoir & Irrigation Company line (the "Construction Costs");

b. A management fee of 10% of the total bid amount (the "Management Fee"); and

c. A contingency fee of 10% of the total bid amount (the "Contingency Fee").

3. Payment. Developer shall pay the total amount of the Construction Costs, Management Fee and Contingency Fee to the Town within 30 days of the Town's selection of the contractor that will construct the McCaslin Mains. Within 5 business days of the completion of the construction of the McCaslin Mains, the Town shall provide Developer an accounting of the total Construction Costs. Within 30 days of the Town's payment of the contractor's final invoice for the construction

of the McCaslin Mains, any unexpended amount of the total Construction Costs and Contingency Fee paid by Developer shall be refunded to Developer.

4. Satisfaction of Obligation to Construct McCaslin Mains. Developer's timely payment of the Construction Costs as contemplated herein shall satisfy Developer's obligation under the Development Agreement to construct and install the McCaslin Mains. If Developer fails to comply with this Agreement for any reason, Developer shall remain responsible for its obligation to construct and install the McCaslin Mains.

5. Indemnification. Developer agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Developer, any subcontractor of Developer, or any officer, employee, representative, or agent of Developer, or which arise out of a worker's compensation claim of any employee of Developer or of any employee of any subcontractor of Developer.

6. Miscellaneous.

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

b. *Amendments*. Any modifications or amendments to this Agreement must be made in writing and signed by both Parties.

c. *Entire Agreement*. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, superseding all prior oral or written communications.

d. *No Waiver*. Delays in the enforcement or the waiver of any one or more defaults or breaches of this Agreement by any Party shall not constitute a waiver of any of the other terms and obligations of this Agreement.

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

f. *No Third-Party Beneficiaries*. No third parties are intended to benefit by the covenants, agreements, representations, warranties or any other terms or conditions of this Agreement.

g. *Subject to Annual Appropriation*. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is

subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

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

i. *Notice*. Notices under this Agreement shall be sufficiently given if sent by regular U.S. mail, postage prepaid, to the address on the first page of this Agreement.

j. *Recordation*. This Agreement shall be recorded in the real estate records of the Clerk and Recorder for the County of Boulder, State of Colorado, and shall be a covenant running with the Property.

k. *No Joint Venture*. Notwithstanding any provision hereof, the Town shall never be a joint venture in any private entity or activity which participates in this Agreement, and the Town shall never be liable or responsible for any debt or obligation of any participant in this Agreement.

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

TOWN OF SUPERIOR, COLORADO

_____
Mark Lacis, Mayor

Attest:

_____
Lydia Yecke, Town Clerk

RC SUPERIOR, LLC, a Delaware limited liability company

By: Superior Town Center ASLI VII Holdings, LLC, a Delaware limited liability company, its sole Member

By: Avanti Strategic Land Investors VII, L.L.L.P., a Delaware limited liability limited partnership, its sole Member

By: Avanti Properties Group II, L.L.L.P., a Delaware limited liability limited partnership, its Managing General Partner

By: Avanti Management Corporation, a Florida Corporation, its sole General Partner

By: _____
Name: Ryan Lefkowitz
Its: Vice President

STATE OF FLORIDA)
) ss.
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2024, by Ryan Lefkowitz as Vice President of Avanti Management Corporation, a Florida Corporation, sole general partner of Avanti Properties Group II, L.L.L.P., a Delaware limited liability limited partnership, managing general partner of Avanti Strategic Land Investors VII, L.L.L.P., a Delaware limited liability limited partnership, sole member of Superior Town Center ASLI VII Holdings, LLC, a Delaware limited liability company, sole member of RC Superior, LLC, a Delaware limited liability company.

WITNESS my hand and official seal.

(Notarial Seal)

_____
Notary Public
My commission expires: _____

MCCASLIN BOULEVARD WATER TRANSMISSION MAIN

CONSTRUCTION PLANS

THESE DESIGNS, PLANS, AND CONTRACT DOCUMENTS ARE REVIEWED FOR CONCEPT AND GENERAL CONFORMANCE TO THE DISTRICT'S MINIMUM STANDARDS ONLY, AND THE PRIMARY RESPONSIBILITY FOR DESIGN ADEQUACY IS TO REMAIN WITH THE ENGINEER OF RECORD. THIS REVIEW DOES NOT IMPLY RESPONSIBILITY BY EITHER THE TOWN OF SUPERIOR, SUPERIOR METROPOLITAN DISTRICT NO. 1, THE TOWN ENGINEER OR THE DISTRICT ENGINEER FOR COMPLETENESS, ACCURACY OR CORRECTNESS OF CALCULATIONS. THE REVIEW DOES NOT IMPLY THAT QUANTITIES OF ITEMS INDICATED ON THE PLANS ARE THE FINAL QUANTITIES REQUIRED. THE REVIEW SHALL NOT BE CONSTRUED FOR ANY REASON AS ACCEPTANCE OF FINANCIAL RESPONSIBILITY BY THE TOWN OR DISTRICT FOR ADDITIONAL ITEMS AND ADDITIONAL QUANTITIES OF ITEMS SHOWN THAT MAY BE REQUIRED DURING THE CONSTRUCTION PHASE.

APPROVED FOR CONSTRUCTION WITHIN ONE YEAR OF THE EARLIEST OF THESE DATES:

BY_____ _____
PUBLIC WORKS DIRECTOR DATE

BY_____ _____
TOWN CIVIL ENGINEER DATE

BY_____ _____
PUBLIC WORKS UTILITIES SUPERINTENDENT DATE

BY_____ _____
PARKS, RECREATION AND OPEN SPACE DIRECTOR DATE

BY_____ _____
MOUNTAIN VIEW FIRE RESCUE DATE

FRICO APPROVAL BLOCK

THE SIGNATURE OF THE GENERAL MANAGER OF FRICO IS FOR THE PURPOSES OF ACKNOWLEDGING ACCEPTANCE OF THE DESIGN OF THE PERMITTED STRUCTURES ONLY. THE SIGNATURE SHALL NOT IN ANY WAY CHANGE THE RIGHTS AND OBLIGATIONS OF EITHER PARTY WITH RESPECT TO THE MCCASLIN BOULEVARD WATER TRANSMISSION MAIN TO WHICH THESE DESIGNS ARE ATTACHED. FRICO IS EXPRESSLY RELYING UPON THE DESIGN STANDARDS AND PERFORMANCE STANDARDS SET FORTH IN THESE DRAWINGS AS PRESENTED BY CIVIL RESOURCES, LLC., AND CIVIL RESOURCES, LLC SHALL BE SOLELY RESPONSIBLE THAT, AS CONSTRUCTED, THE PERMITTED STRUCTURES SHALL PERFORM AS SPECIFIED HEREIN.

_____
GENERAL MANAGER, THE FARMERS RESERVIOR AND IRRIGATION COMPANY

DEVELOPER

RC SUPERIOR, LLC
BILL JENCKS
VICE PRESIDENT OF REAL ESTATE
12275 EL CAMINO REAL, SUITE 110
SAN DIEGO, CALIFORNIA 92130
858-345-3643
BJENCKS@RANCHCAPITAL.COM

ENGINEER

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

SURVEYOR

KING SURVEYING
PAUL GROVES
650 EAST GARDEN DRIVE
WINDSOR, CO 80550
970-686-5011
PAULG@KINGSURVEYORS.COM

FRICO

FARMERS RESERVOIR AND IRRIGATION COMPANY (FRICO)
SCOTT EDGAR, GENERAL MANAGER
80 SOUTH 27TH AVE
BRIGHTON, CO 80601
303-659-7373

BENCHMARK

PROJECT CONTROL:
CONTROL CONSTRUCTION STAKING EXHIBIT FOR RC SUPERIOR LLC SUPERIOR TOWN CENTER PHASE 1A BY KING SURVEYORS INC DATED JUNE 18,2015 (PROJECT NO. 2015464, FILE NAME 2015465STK.DWG)

BASIS OF BEARINGS

THE WEST LINE OF THE NE ¼ PF SECTOPM19, T.1S., R.69W., 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE SOUTHWEST CORNER OF THE NE 1/4 , OF THE SE 1/4 OF SAID SECTION 19, BY A NO. 6 REBAR WITH A 2-1/2" ALUMINUM CAP STAMPED "D.B. & CO SW1-16 S19 1998 PLS 23529" AND AT THE NORTHWEST CORNER OF THE NE 1/4, OF THE SW 1/4 BY A NO. 6 REBAR WITH A 3-1/4" ALUMINUM CAP STAMPED "KING SURVEYORS LS 38480 2016" ASSUMED TO BEAR NORTH 00°13'16" EAST BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/2011, A DISTANCE OF 1315.72 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE HERETO.
THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE "U.S. SURVEY FOOT."

VICINITY MAP

SHEET INDEX	
SHEET NUMBER	SHEET TITLE
C1.0	COVER
C1.1	NOTES
C1.2	TOWN OF SUPERIOR STANDARDS 1
C1.3	TOWN OF SUPERIOR STANDARDS 2
C2.0	PARTIAL FINAL EROSION CONTROL PLAN 1
C2.1	PARTIAL FINAL EROSION CONTROL PLAN 2
C2.2	PARTIAL FINAL EROSION CONTROL PLAN 3
C2.3	PARTIAL FINAL EROSION CONTROL PLAN 4
C2.4	PARTIAL FINAL EROSION CONTROL PLAN 5
C3.0	WATER PLAN AND PROFILE 1
C3.1	WATER PLAN AND PROFILE 2
C3.2	WATER PLAN AND PROFILE 3
C3.3	WATER PLAN AND PROFILE 4
C4.0	DETAILS 1
C4.1	DETAILS 2
C4.2	DETAILS 3
C4.3	DETAILS 4
C4.4	DETAILS 5
C4.5	DETAILS 6

Know what's below. Call before you dig.

CIVIL RESOURCES
8308 COLORADO BLVD
SUITE 200
FIRESTONE, CO 80504
303.833.1416
WWW.CIVILRESOURCES.COM

RC SUPERIOR, LLC
3830 VALLEY CTR DR STE 705 PMB 381
SAN DIEGO, CA 92130

SUPERIOR TOWN CENTER
MCCASLIN BOULEVARD WATER TRANSMISSION MAIN
CONSTRUCTION PLANS

REVISIONS		
NO.	DESCRIPTION	DATE
1	SUBMITTAL #2	11/16/22
2	SUBMITTAL #3	12/02/22
3	SUBMITTAL #4	02/07/22

DESIGNED BY: CMH
DRAWN BY: CMH
CHECKED BY: JAB
DATE: 4/22/2022
SCALE:
JOB NO.: 228.001.04
DWG NAME:STC_WAT-EXT CS_CVR.dwg

COVER

SHEET:
C1.0

CIVIL RESOURCES GENERAL NOTES:

GENERAL:

1. ALL CONSTRUCTION SHALL CONFORM TO THE DRAWINGS AND SPECIFICATIONS AND SHALL NOT BE CHANGED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE OWNER'S REPRESENTATIVE.

2. THE CONTRACTOR IS RESPONSIBLE FOR CONTROL OF POLLUTION, SURFACE WATER AND EROSION THROUGHOUT THE DURATION OF THE CONTRACT.

3. THE EXACT LOCATION OF ANY UTILITY LINES AND COORDINATION OF ANY DISRUPTION IN SERVICES WITH AFFECTED PARTIES IS THE RESPONSIBILITY OF THE CONTRACTOR.

4. THE DESIGN ENGINEER IS TO BE NOTIFIED BY THE CONTRACTOR OF ANY DISCREPANCY OR CONFLICT PRIOR TO CONTINUING CONSTRUCTION.

5. ALL LOCATIONS AND ELEVATIONS SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION. NOTIFY THE ENGINEER OF ANY FEATURES NOT SHOWN ON THESE DRAWINGS WHICH ARE THOUGHT TO POTENTIALLY IMPACT CONSTRUCTION.

6. ALL CONCRETE SHALL BE COMPLETED AND ALLOWED TO CURE SUFFICIENTLY PRIOR TO COMMENCING BACKFILL IN ACCORDANCE TO THE PROJECT SPECIFICATIONS.

EARTHWORK:

1. THE SITE SHALL BE CLEARED AND GRUBBED PRIOR TO ANY EXCAVATION. WOODY MATERIAL IS TO BE CHIPPED AND STORED WITH TOPSOIL.

2. TOPSOIL SHALL BE TEMPORARILY STOCKPILED WITHIN THE WORK AREA IN SUCH A WAY AS TO AVOID EROSION LOSSES. TEMPORARY SEEDING MAY BE REQUIRED.

3. FINE GRADING OF THE FINISHED SITE (I.E., TOP SOILED SURFACE) IS NOT REQUIRED UNTIL SEEDING, HOWEVER ALL AREAS WHERE EARTHWORK IS CONDUCTED SHALL BE RELATIVELY SMOOTH AND UNIFORM. RUTS, LARGE CLUMPS AND ROUGH AREAS SHALL BE SMOOTHED BY THE CONTRACTOR TO THE SATISFACTION OF THE OWNER BY USE OF HARROW OR DISC. TRASH, DEBRIS, AND STONES LARGER THAN 6 INCHES ARE ALL TO BE REMOVED AND DISPOSED OF PROPERLY.

4. CONTROL OF GROUNDWATER AND SURFACE WATER NECESSARY TO CONDUCT THE EARTHWORK IS THE RESPONSIBILITY OF THE CONTRACTOR. ADDITIONAL GROUNDWATER CONTROLS OTHER THAN THOSE SHOWN AS PERMANENT ON THE PLANS WILL BE NECESSARY TO COMPLETE THE WORK.

5. CONTRACTOR IS RESPONSIBLE FOR ALL DUST CONTROL REQUIRED. WATER IS PERMISSIBLE TO USE AND AVAILABLE ON THE SITE THROUGH A HYDRANT METER AT THE CONTRACTOR'S COST. CHEMICAL AGENTS FOR DUST CONTROL MUST BE APPROVED PRIOR TO USE.

6. ANY MODIFICATIONS TO THE ELEVATIONS, GRADES AND EARTHWORK SHALL BE APPROVED AHEAD OF TIME BY THE OWNER'S ENGINEER. ALL CHANGES ARE TO BE REFLECTED ON THE CONTRACTOR'S "RED LINED" AS-BUILT DRAWINGS.

SITE ACCESS AND PROTECTION:

1. CONTRACTOR SHALL USE ONLY DESIGNATED ACCESS ROUTES TO THE PROJECT SITE, AND SHALL REPAIR AREAS DAMAGED OUTSIDE OF THE DESIGNATED CONSTRUCTION ZONE FOR THE PROJECT AT THEIR OWN EXPENSE.

2. CONTRACTOR IS RESPONSIBLE FOR LOCATING AND MARKING ALL UTILITIES IN THE PROJECT SITE, AND FOR PROTECTING ALL UTILITIES DURING CONSTRUCTION. DAMAGED UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

3. CONTRACTOR IS RESPONSIBLE FOR HAULING AND PLACING OF ALL EXCESS MATERIALS FROM THE SITE.

4. THE CONTRACTOR IS TO LIMIT ACCESS TO THE SITE BY UNAUTHORIZED PERSONS WITH A SECURITY FENCE AND CLEARLY MARK THE CONSTRUCTION ZONE.

UTILITY:

1. THE UTILITY INFORMATION SHOWN IS PLOTTED FROM THE BEST AVAILABLE DATA.

   A. EXISTING WET UTILITY LOCATIONS ARE PLOTTED PER FIELD SURVEY COMPLETED IN MARCH 2019 BY KING SURVEYING

   B. EXISTING WET UTILITY DEPTHS ARE PLOTTED PER AS BUILT SURVEY DATA FROM ORIGINAL CONSTRUCTION.

   C. EXISTING DRY UTILITIES PLOTTED PER FIELD LOCATES COMPLETED IN MARCH 2019 AND SURVEYED BY KING SURVEYING.

2. THE CONTRACTOR IS RESPONSIBLE FOR MAKING THEIR OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

3. THE CONTRACTOR IS TO CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AT 1-800-922-1987 FOR UTILITY LOCATIONS AT LEAST 2 BUSINESS DAYS, NOT INCLUDING THE DAY OF ACTUAL NOTICE, PRIOR TO EXCAVATING.

FARMERS RESERVOIR AND IRRIGATION COMPANY NOTES:

GENERAL:

1. DEFINITIONS
   A. FACILITY OWNER - FRICO
   B. PROPERTY OWNER - TOWN OF SUPERIOR
   C. CONTRACTOR - TO BE DETERMINED
   D. ENGINEER - CIVIL RESOURCES, LLC

2. ALL IRRIGATION AND CANAL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE FARMERS RESERVOIR AND IRRIGATION COMPANY DESIGN REVIEW MANUAL, LATEST EDITION, EXCEPT AS SPECIFICALLY MODIFIED BY THESE PROJECT DRAWINGS.

3. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD FRICO HARMLESS FROM ANY AND ALL LIABILITY, REAL AND ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE GROSS NEGLIGENCE OF FRICO.

4. FRICO AND ITS AGENTS OR CONSULTANTS DO NOT WARRANT OR GUARANTEE THE ADEQUACY OF DESIGNS REVIEWED AND APPROVED BY FRICO. FRICO'S REVIEW OF PROJECT REPORTS, PLANS, AND SPECIFICATIONS IS FOR THE SOLE BENEFIT OF FRICO TO DETERMINE IF PROJECT DETAILS CONFORM TO FRICO DESIGN GUIDELINES, WHICH ARE NECESSARY TO REASONABLY ASSURE THAT PROJECTS DO NOT ADVERSELY AFFECT THE FACILITIES OR OPERATIONS OF FRICO.

5. CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH FRICO REPRESENTATIVE AND LOCAL GOVERNING MUNICIPALITY OR COUNTY GOVERNMENT AT LEAST 72 HOURS PRIOR TO START OF CONSTRUCTION. THOSE IN ATTENDANCE SHALL INCLUDE OWNER'S REPRESENTATIVE, ENGINEER, CONTRACTOR, AND OTHER AFFECTED AGENCIES. CONSTRUCTION PLANS WILL BE DISTRIBUTED AT THE PRE-CONSTRUCTION MEETING.

6. TECHNICAL APPROVAL BY FRICO OF THE DESIGN OF THE IMPROVEMENTS SPECIFIED HEREIN SHALL NOT CONSTITUTE AUTHORIZATION TO BEGIN WORK. AN EASEMENT OR LICENSE AGREEMENT APPROVED TEMPORARY ACCESS AND CONSTRUCTION PERMIT (INCLUDING SCHEDULE THAT INCLUDES THE DAY, MONTH, AND YEAR WHEN WORK IS ALLOWED), AND WRITTEN NOTICE TO PROCEED FROM FRICO'S GENERAL MANAGER ARE ALSO REQUIRED PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES. FOLLOWING THE APPROVAL OF THE DESIGN PLANS AND EASEMENT OR LICENSE AGREEMENT, AND PRIOR TO THE PRE-CONSTRUCTION MEETING, IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SUBMIT A CONSTRUCTION SCHEDULE TO FRICO FOR REVIEW AND APPROVAL. FRICO'S APPROVAL OF THE CONSTRUCTION SCHEDULE IS IN FRICO'S SOLE DISCRETION, AND FRICO MAY REFUSE TO APPROVE A SCHEDULE IF IT MAY IMPACT THE CANAL'S OPERATIONS OR FRICO'S ABILITY TO MAINTAIN OR ACCESS ITS FACILITES.

7. CONTRACTOR SHALL RESTRICT CONSTRUCTION ACTIVITY TO AREAS DEFINED AS PERMANENT AND/OR TEMPORARY CONSTRUCTION EASEMENTS, UNLESS OTHERWISE AUTHORIZED BY FRICO AND PROPERTY OWNER.

8. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING CONTINUOUS ACCESS FOR FRICO PERSONNEL AND EQUIPMENT ALONG THE LENGTH OF THE EXISTING CANAL THROUGHOUT THE COURSE OF THE PROJECT.

9. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION BY FRICO. FRICO RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SUCH MATERIALS AND WORKMANSHIP THAT DO NOT CONFORM TO STANDARDS AND SPECIFICATIONS. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS TO FRICO FOR ENGINEERING REVIEW AND APPROVAL PRIOR TO INSTALLATION OF MATERIALS OR FACILITIES FOR WHICH SHOP DRAWINGS ARE CREATED.

10. CONTRACTOR SHALL VERIFY ACCURACY BETWEEN WORK SET FORTH ON THESE PLANS AND WORK REQUIRED IN THE FIELD. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND FRICO REPRESENTATIVE PRIOR TO START OF CONSTRUCTION.

11. IT IS THE ENGINEER'S RESPONSIBILITY TO RESOLVE CONSTRUCTION PROBLEMS WITH FRICO DUE TO CHANGED CONDITIONS ENCOUNTERED BY CONTRACTOR DURING THE PROGRESS OF ANY PORTION OF THE PROPOSED WORK. IF, IN THE SOLE OPINION OF FRICO, PROPOSED ALTERATIONS TO THE APPROVED CONSTRUCTION PLANS INVOLVES SIGNIFICANT CHANGES TO THE CHARACTER OF THE WORK, OR TO THE FUTURE CONTIGUOUS PUBLIC OR PRIVATE IMPROVEMENTS, ENGINEER SHALL BE RESPONSIBLE FOR SUBMITTING REVISED PLANS TO FRICO FOR REVIEW AND APPROVAL, PRIOR TO ANY FURTHER CONSTRUCTION RELATED TO THAT PORTION OF THE WORK.

12. GROUNDWATER ENCOUNTED DURING CONSTRUCTION SHALL NOT BE RELEASED TO FRICO'S CANAL OR OTHER FACILITIES WITHOUT WRITTEN APPROVAL FROM THE FRICO GENERAL MANAGER. NUISANCE FLOWS IN THE DITCH MAY BE BYPASSED WITH APPROVAL.

13. ALL CONCRETE STRUCTURES USED FOR THE PROJECT SHALL CONFORM TO ACI 350. CONCRETE MIXTURES SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4500 PSI AND A MAXIMUM WATER TO CEMENT RATIO OF 0.42. ALL CONCRETE JOINTS SHALL HAVE A CONTINUOUS WATERSTOP TO PROVIDE A WATERTIGHT SEAL. THE CONTRACTOR SHALL SUPPLY FRICO WITH SHOP DRAWINGS AND SPECIFICATIONS FOR ALL PRE-FABRICATED CONCRETE STRUCTURES TO INSURE CONFORMANCE TO ACI 350.WHERE THE EXISTING SIDES OR BOTTOM OF THE CANAL ARE DISTURBED AND ARE TO BE REPLACED, THE TOP TWO FEET OF BACKFILL MATERIAL SHALL BE CLAY CONTAINING AT LEAST 40 PERCENT BY DRY WEIGHT PASSING THE #200 SIEVE (FINES) AND A PLASTICITY INDEX OF 15 OR GREATER. AS AN ALTERNATIVE, THE EXISTING MATERIAL CAN BE MIXED WITH TWO PERCENT POWDERED DRY BENTONITE (BY DRY WEIGHT) PROVIDED THE EXISTING SOILS CONTAIN AT LEAST 25 PERCENT FINES. THE MATERIALS UPON COMPACTION SHALL HAVE A PERMEABILITY LESS THAN OR EQUAL TO 1X10^-6 CM/SEC AS DETERMINED BY ASTM D 5084.

14. THE CHANNEL CLAY LINING SHALL BE COMPACTED TO 95% OF THE STANDARD PROCTOR (ASTM D698) OR 90% OF THE MODIFIED PROCTOR (ASTM D1557) AND WITHIN -2% TO +2% OF THE OPTIMUM MOISTURE CONTENT. FILL SHALL BE PLACED IN THIN LIFTS WITH MAXIMUM LOOSE LIFT THICKNESS OF 12 INCHES. PLACEMENT ON DITCH SLOPES MAY REQUIRE OVERBUILDING AND CUTTING BACK TO OBTAIN THE REQUIRED COMPACTION.

15. ALL PROPOSED MATERIAL TYPES TO BE USED AS BEDDING, CLAY LINING AND BACKFILL SHALL BE SUBMITTED TO FRICO FOR APPROVAL PRIOR TO PLACEMENT.

16. MATERIALS GRAIN SIZE ANALYSIS (ASTM D422), ATTERBERG LIMITS (ASTM D4318), AND MOISTURE-DENSITY RELATIONSHIP TESTS (ASTM D1557) SHALL BE COMPLETED, AS A MINIMUM, ON EACH SOIL TYPE OR AT A RATE OF ONE TEST EVERY 300 CY OF MATERIAL PLACED, WHICHEVER IS GREATER.

17. COMPACTION OF BEDDING, CLAY LINING AND ALL TYPES OF BACKFILL SHALL BE TESTED AT A RATE OF AT LEAST ONE TEST PER 1,000 SQUARE FEET OF FILL MATERIAL PER LIFT. THIS FREQUENCY MAY BE ALTERED BY THE ENGINEER OR FRICO REPRESENTATIVE DEPENDING ON THE PROJECT, THE METHODS BY WHICH THE CONTRACTOR IS USING TO OBTAIN COMPACTION, OR IF CIRCUMSTANCES WARRANT ADDITIONAL TESTING. THE TESTING SHALL BE AT VARIOUS DEPTHS AND LOCATIONS. THE ENGINEER OR AN OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REQUEST ADDITIONAL TESTS AND DETERMINE THE LOCATION OF TESTING. THE TESTING MAY BE COMPLETED EITHER BY SAND CONE DENSITY TEST (ASTM D1556) OR BY THE NUCLEAR GAUGE (ASTM D6938) METHODS. TEST RESULTS SHALL BE SUBMITTED TO FRICO'S REPRESENTATIVE WITHIN 24 HOURS OF THE TEST OR ON THE NEXT WORKING DAY.

18. ON STEEP SIDE SLOPES, FILL MATERIALS, WHETHER CLAY LINING OR SUBGRADE SOILS, MAY BE REQUIRED TO BE PLACED IN HORIZONTAL LIFTS ALONG THE SLOPE TO ACHIEVE THE REQUIRED COMPACTION. THIS METHOD WILL CREATE AN OVERBUILT SECTION THAT WILL BE CUT BACK TO FORM THE DESIGN SLOPE.

19. CONTRACTOR SHALL MAINTAIN SILT FENCE AND OTHER EROSION AND SEDIMENT CONTROL BMPS ON A DAILY BASIS AND SHALL PREVENT DEBRIS FROM ENTERING INTO THE CANAL. THE CONTRACTOR WILL BE RESPONSIBLE FOR DAILY CLEANING OF DEBRIS THAT ENTERS THE CANAL, IF BMPS FAIL.

20. UNLESS ANOTHER SPECIFIC MAINTENANCE AGREEMENT IS IN PLACE, CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER FUNCTIONING OF FACILITY IMPROVEMENTS FOR A MINIMUM OF TWO YEARS FROM THE DATE OF SUBSTANTIAL COMPLETION / CONSTRUCTION ACCEPTANCE OF THE IMPROVEMENTS BY FRICO. ANY FAILURE DURING THIS PERIOD OF GUARANTEE SHALL BE REMEDIED BY CONTRACTOR TO THE SATISFACTION OF FRICO AT CONTRACTOR'S EXPENSE.

21. AS-BUILT DOCUMENTS ARE TO BE SUPPLIED TO FRICO PRIOR TO SUBSTANTIAL COMPLETION / CONSTRUCTION ACCEPTANCE OF THE IMPROVEMENTS. RECORD DOCUMENTS SHALL BE SUBMITTED ELECTRONICALLY IN BOTH PDF AND AUTOCAD FORMAT PRIOR TO FRICO ACCEPTANCE. AS-BUILT DRAWINGS SHALL BE SIGNED AND STAMPED BY A REGISTERED PROFESSIONAL ENGINEER.

22. INSTALL MARKER POSTS AT FRICO'S ROW LIMITS ON BOTH SIDE OF THE CANAL TO DESIGNATE THE LOCATION OF ANY UNDERGROUND UTILITIES.

23. NO WEEKEND WORK ALLOWED WITHIN FRICO'S ROW WITHOUT PRIOR AUTHORIZATION.

CIVIL RESOURCES

8308 COLORADO BLVD
SUITE 200
FIRESTONE, CO 80504
303.833.1416
WWW.CIVILRESOURCES.COM

RC SUPERIOR, LLC

3830 VALLEY CTR DR STE 705 PMB 381
SAN DIEGO, CA 92130

SUPERIOR TOWN CENTER
MCCASLIN BOULEVARD WATER TRANSMISSION MAIN
CONSTRUCTION PLANS

REVISIONS

NO.	DESCRIPTION	DATE
1	SUBMITTAL #2	11/16/22
2	SUBMITTAL #3	12/02/22
3	SUBMITTAL #4	02/07/22

DESIGNED BY: CMH
DRAWN BY: CMH
CHECKED BY: JAB
DATE: 4/22/2022
SCALE:
JOB NO.: 228.001.04
DWG NAME:STC_WAT-EXT CS_CVR.dwg

NOTES

SHEET:
C1.1

GENERAL NOTES

1. DEFINITIONS:
   OWNER: PROPERTY OWNER(S)
   CONTRACTOR: THE PERSON OR GROUP COMPLETING THE WORK
   ENGINEER: PROFESSIONAL ENGINEER OF RECORD
   TOWN or 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, 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.
6. A 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 PRECONSTRUCTION MEETING.
7. AN ON-SITE PRECONSTRUCTION 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 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 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 POTHOLING 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.
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.

WATER NOTES

1. ALL WATER MAIN MATERIALS AND CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE TOWN OF SUPERIOR DESIGN STANDARDS AND SPECIFICATIONS.
2. WATER MAINS SHALL HAVE A MINIMUM COVER OF FOUR AND ONE-HALF FEET (4½'). WATER MAINS SHALL NOT BE PLACED DEEPER THAN TEN FEET (10') WITHOUT THE APPROVAL OF THE TOWN.
3. ALL WATER MAINS SHALL BE INSTALLED WITH INSULATED SOLID 10 AWG TYPE UF TRACER WIRE TAPED TO THE TOP OF THE PIPE. TRACER WIRE IS TO BE LOOPED UP TO EACH FIRE HYDRANT. A CATHODIC PROTECTION TEST BOX IS TO BE SET BEHIND EACH FIRE HYDRANT. THE BOX SHALL HAVE A CAST IRON LOCKING LID WITH A 3 ½ INCH DIAMETER, 18 INCH LONG PVC BODY. THE CAP WILL NEED A TWO WIRE CONNECTION POST AT A MINIMUM.
4. ALL SPLICES IN TRACER WIRE SHALL UTILIZE DBY-6 DIRECT BURY CONNECTORS.
5. ALL WATER MAINS SHALL BE PVC C900 DR 14 PIPE. FITTINGS SHALL BE MADE FROM DUCTILE IRON AND SHALL BE AT A PRESSURE RATING OF 250 PSI. ALL DIP PIPE, FITTINGS AND VALVE BOXES SHALL BE WRAPPED WITH 8 MIL MINIMUM THICKNESS POLYETHYLENE MATERIAL AND TAPED SECURE IN ACCORDANCE WITH AWWA STANDARDS C105.
6. CHLORINATION AGENT AND METHOD OF APPLICATION SHALL BE PROVIDED BY THE INSTALLING CONTRACTOR. TESTING, FLUSHING AND DISINFECTION OF WATER LINES SHALL BE IN ACCORDANCE WITH THE TOWN OF SUPERIOR DESIGN STANDARDS AND SPECIFICATIONS AND UNDER THE OBSERVATION OF THE TOWN OF SUPERIOR INSPECTOR. CHLORINATED WATER SHALL NOT BE DISCHARGED DIRECTLY INTO STREAMS, PONDS, OR STORM SEWERS.
7. FIRE HYDRANT ASSEMBLIES INCLUDES THE MAIN LINE VALVE, SWIVEL TEE, BRANCH VALVE, MECHANICAL JOINT RESTRAINTS, THRUST BLOCKS, DRAIN ROCK, SIX INCH PIPE AND FIRE HYDRANT ASSEMBLY. INSTALLATION SHALL BE IN ACCORDANCE WITH TOWN OF SUPERIOR DESIGN STANDARDS AND SPECIFICATIONS. ALL FIRE HYDRANTS SHALL OPEN LEFT (COUNTER-CLOCKWISE).
8. AIR RELIEF-VACUUM BREAKER VALVES SHALL BE INSTALLED AT EACH HIGH POINT ON ALL WATER MAINS AND AT ALL OTHER LOCATIONS AS DIRECTED BY THE TOWN OR ITS ENGINEER. AIR RELIEF-VACUUM BREAKER VALVES SHALL BE LOCATED IN PRE-CAST CONCRETE MANHOLES IN ACCORDANCE WITH THE TOWN'S DETAILS AND SHALL AUTOMATICALLY RELEASE AIR FROM THE LINES WHEN THE LINES ARE BEING FILLED WITH WATER, AND ADMIT AIR INTO THE LINES WHEN WATER IS BEING WITHDRAWN IN EXCESS OF THE INFLOW. THE VALVE AND BODY SHALL BE DESIGNED UNDER A MAXIMUM WORKING PRESSURE OF ONE HUNDRED AND FIFTY (150) POUNDS PER SQUARE INCH. VALVES SHALL HAVE AN IRON BODY WITH BRONZE TRIM, AND FLOATS SHALL BE STAINLESS STEEL. A TWO INCH (2") VALVE SHALL BE INSTALLED ON THE STEM BETWEEN THE PIPE AND THE RELIEF VALVE, OR AS SHOWN IN THE TOWN'S DETAILS.
9. PRESSURE REDUCING AND REGULATING VALVES SHALL BE OF A TYPE CAPABLE OF MAINTAINING PRE-ADJUSTED DOWNSTREAM PRESSURES, VARYING RATES OF FLOW, AND UPSTREAM PRESSURE, WITHOUT CAUSING WATER HAMMER. VALVES SHALL BE OF DIAPHRAGM TYPE, AND NOT SPRING-OPERATED, WITH FLANGED END CONNECTIONS, AND SHALL BE INSTALLED IN CONCRETE VALVE VAULTS OF SUFFICIENT SIZE SO AS TO ALLOW FOR ADEQUATE OPERATION AND MAINTENANCE. VALVES SHALL HAVE GATE VALVES AND PRESSURE GAUGES ON BOTH UPSTREAM AND DOWNSTREAM SIDES AND SHALL UTILIZE BYPASSES WITH SMALLER PRESSURE-REDUCING AND REGULATING VALVES TO HANDLE MINIMUM FLOWS, AS DETERMINED BY THE DISTRICT OR ITS ENGINEER. ALL GATE VALVES IN THE VAULTS SHALL BE CAPABLE OF BEING OPERATED FROM ABOVE THE GROUND BY THE USE OF TWO INCH (2") SQUARE VALVE KEYS. THE DISTRICT OR ITS ENGINEER WILL APPROVE THE MANUFACTURER OF ALL PRESSURE-REDUCING VALVES PRIOR TO INSTALLATION.
10. BLOW-OFF ASSEMBLIES SHALL BE INSTALLED AT EACH LOW POINT IN ALL WATER MAINS AND ON ALL MAJOR TRANSMISSION LINES. ALL WATER MAINS THAT HAVE DEAD ENDS WHERE STAGNANT WATER MIGHT COLLECT SHALL BE PROVIDED WITH BLOW-OFF DEVICES IN ACCORDANCE WITH THE TOWN'S DETAILS. IF THE WATER MAIN WILL BE TEMPORARILY DEADENED, A BLOW-OFF DEVICE MUST BE INSTALLED. IF A FIRE HYDRANT IS LOCATED AT THE WATER MAIN'S TEMPORARY END, THE FIRE HYDRANT CAN SERVE AS THE BLOW-OFF DEVICE.
11. CONTRACTOR SHALL LOCATE ALL EXISTING PLUGS AND THRUST BLOCKS PRIOR TO CONSTRUCTION.
12. INSTALL MECHANICAL JOINT RESTRAINTS AT ALL BENDS, STUBS, TEES, VALVES, BLOW-OFFS, PLUGS AND OTHER APPROPRIATE APPURTENANCES IN WATER LINES IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS FOR WORKING PRESSURE, SOILS TYPE, AND PIPE TYPE.
13. ALL VALVES SHALL BE OPEN LEFT (COUNTER-CLOCKWISE). ALL GATE VALVES SHALL BE AWWA SPECIFICATION C-509 RESILIENT SEATED GATE VALVES. ALL VALVES SHALL BE MOUNTED DIRECTLY TO A TEE OR OTHER FITTING. VALVE MANUFACTURERS SHALL BE VALVES SHALL BE WATEROUS.
14. VALVE SHALL BE PROVIDED WITH A CAST IRON VALVE BOX AND ROUND COVER. THE VALVE BOX SHALL HAVE A MINIMUM INSIDE DIAMETER OF FIVE AND ONE-QUARTER INCHES (5¼") AND SHALL BE ADJUSTABLE IN LENGTH AND OF THE SCREW TYPE. THE WORD "WATER" SHALL BE CAST ON THE COVER. VALVE BOXES SHALL BE CASTINGS INC. CI-500 SERIES, THREADED, NO SUBSTITUTIONS. VALVE BOXES SHALL ALLOW FOR AT LEAST THREE INCHES (3") OF ADDITIONAL EXTENSION ABOVE THE LEVEL REQUIRED FOR FINAL GRADE AT THE TIME OF INSTALLATION. ALL VALVE BOXES SHALL BE WRAPPED WITH 8 MIL MINIMUM THICKNESS POLYETHYLENE MATERIAL AND TAPED SECURE IN ACCORDANCE WITH AWWA STANDARDS C105. EXTENSION STEMS NOT ALLOWED.
15. WHEN IT IS NECESSARY TO LOWER WATER MAINS AT STORM SEWERS AND OTHER UTILITY CROSSINGS, A MINIMUM CLEARANCE OF 18 INCHES SHALL BE MAINTAINED BETWEEN PIPES.
16. NO PIPES SHALL BE BACKFILLED UNTIL INSPECTED BY THE TOWN OF SUPERIOR REPRESENTATIVE.
17. STANDARD PIPE LENGTHS SHALL BE 20 FEET ALL SIZES. RANDOM LENGTHS SHALL NOT BE PERMITTED.
18. ALL PIPE SHALL BE SUITABLE FOR USE AS A PRESSURE CONDUIT. PROVISIONS MUST BE MADE FOR EXPANSION AND CONTRACTION AT EACH JOINT WITH A RUBBER RING. THE BELL SHALL CONSIST OF INTEGRAL WALL SECTION WITH A SOLID CROSS SECTION RUBBER RING WHICH MEETS THE REQUIREMENTS OF AWWA SPECIFICATION C915.
19. EACH LENGTH OF PIPE SHALL BEAR THE DATE OF MANUFACTURER, TYPE, GRADE, LENGTH, MANUFACTURERS NAME, AND AN NSF SEAL OF APPROVAL.
20. PIPE JOINTS SHALL BE MADE USING INTEGRAL BELL WITH AN ELASTOMERIC GASKET PUSH ON TYPE JOINT OR USING MACHINED COUPLINGS OF A SLEEVE TYPE WITH RUBBER RING GASKETS AND MACHINED PIPE ENDS TO FORM PUSH ON TYPE JOINT.
21. THE MANUFACTURER SHALL FURNISH A CERTIFIED STATEMENT THAT ALL OF THE SPECIFIED TEST AND INSPECTIONS HAVE BEEN MADE AND THE RESULTS THEREOF COMPLY WITH THE REQUIREMENTS OF THE APPLICABLE STANDARDS HEREIN SPECIFIED. A COPY OF THE CERTIFICATION WILL BE SENT TO THE TOWN OF SUPERIOR UPON REQUEST.
22. CONTRACTOR SHALL VERIFY THE PIPE MATERIAL AND SIZE PRIOR TO CONSTRUCTION OF THE WATER LINE WHERE TAPS OR TIE-INS ARE TO BE MADE.
23. FIRE HYDRANTS SHALL BE OF THE DRY BARREL TYPE AND CONFORM WITH AWWA C502. FIRE HYDRANTS SHALL HAVE A FIVE AND ONE-QUARTER INCH (5¼") MAIN VALVE, TWO (2) TWO AND ONE-HALF INCH (2½") HOSE CONNECTIONS AND ONE (1) FOUR AND ONE-HALF INCH (4½") PUMPER CONNECTION. FIRE HYDRANTS SHALL HAVE SIX INCH (6") MECHANICAL JOINT CONNECTIONS AND S

WATER NOTES (CONT.)

24. NO BENDING OF THE PIPE IS PERMITTED FOR INSTALLATIONS REQUIRED ALONG A RADIUS. HIGH DEFLECTION STOP COUPLINGS SHALL BE USED TO DEVELOP THE REQUIRED CURVATURE.
25. THE CONTRACTOR IS TO SCHEDULE WITH THE GEOTECHNICAL ENGINEER FOR SCHEDULED TESTING.
26. ALL WORK, INCLUDING CORRECTION WORK SHALL BE INSPECTED BY A TOWN OF SUPERIOR REPRESENTATIVE WHO SHALL HAVE THE AUTHORITY TO HALT CONSTRUCTION WHEN STANDARD CONSTRUCTION PRACTICES ARE NOT BEING ADHERED TO.
27. MAINTAIN A MINIMUM 10 FEET SEPARATION MEASURED HORIZONTALLY BETWEEN ALL STORM AND SANITARY AND WATER MAINS AND SERVICES.
28. LOCATION OF EXISTING UTILITIES SHALL BE VERIFIED BY CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.
29. NO BEDDING MATERIAL SHALL BE PLACED ABOVE THE SPRINGLINE OF THE PIPE UNTIL A TOWN OF SUPERIOR REPRESENTATIVE HAS AUTHORIZED BACKFILLING. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE TOWN OF SUPERIOR 48 HOURS IN ADVANCE OF BACKFILL OPERATIONS SO A TOWN REPRESENTATIVE MAY INSPECT THE PIPE AND BALANCE OF BEDDING MATERIAL PLACEMENT PRIOR TO BACKFILLING. BEDDING MATERIAL SHALL BE PLACED ACROSS THE ENTIRE WITH OF THE TRENCH. STACKING OR PILING OF BEDDING WILL NOT BE ACCEPTED.
30. SEWER MAINS ABOVE OR LESS THAN 1.5 FEET MEASURED O.D. TO O.D. FROM WATER MAIN SHALL BE ENCASED IN CONCRETE.
31. ALL BURIED VALVES AND FITTINGS SHALL BE PROTECTED BY WAX TAPE PRIMER AND #1 WAX TAPE BY TRENTON CORPORATION, OR APPROVED EQUAL.
32. IN ADDITION TO THE REQUIRED WAX TAPE AND POLY WRAPPING OF ALL DIP, FITTINGS, ETC., ALL BOLTS FOR MECHANICAL JOINTS AND JOINT RESTRAINTS SHALL BE PROVIDED CATHODIC PROTECTION USING ZINC CAPS AS MANUFACTURED BY MARS COMPANY, OR APPROVED EQUAL.
33. NO TESTING OF WATER LINES SHALL OCCUR UNTIL ALL BACKFILL TEST REPORTS HAVE BEEN SUBMITTED TO THE TOWN OF SUPERIOR AND APPROVED.
34. ALL WATER MAINS SHALL BE DISINFECTED IN ACCORDANCE WITH AWWA C601 AFTER ALL CONSTRUCTION WORK HAS BEEN COMPLETED. CHLORINE SHALL BE ADDED TO THE WATER AT THE NECESSARY LOCATIONS IN THE AMOUNT TO FORM A FIFTY PARTS PER MILLION (50 PPM) FREE CHLORINE RESIDUAL. THE CHLORINE SOLUTION SHALL BE LEFT IN THE MAINS FOR NOT LESS THAN TWENTY-FOUR (24) HOURS, DURING WHICH TIME ALL VALVES AND FIRE HYDRANTS SHALL BE OPERATED IN ORDER TO DISINFECT THE APPURTENANCES. AFTER THAT LENGTH OF TIME, THE CHLORINE RESIDUAL OF THE SOLUTION, AT ANY PLACE IN THE WATER DISTRIBUTION SYSTEM, SHALL NOT BE LESS THAN TEN PARTS PER MILLION (10 PPM). ALL CHLORINATION WORK MUST BE DONE UNDER THE SUPERVISION OF THE INSPECTOR.
35. ALL FINISHED WATER MAINS, AFTER REACTION BLOCKING IS IN PLACE, SHALL BE PRESSURE AND LEAKAGE TESTED AT NOT LESS THAN ONE HUNDRED AND FIFTY (150) PSI.
36. BACTERIOLOGICAL TEST IS TO BE PERFORMED BY THE LOCAL HEALTH AUTHORITY TO INSURE ADEQUATE DISINFECTION.
37. ALL TREES ARE REQUIRED TO BE PLANTED A MINIMUM OF TEN FEET (10') FROM THE OUTSIDE OF ALL UTILITY LINES THAT ARE TO BE OWNED AND MAINTAINED BY THE DISTRICT.

SANITARY SEWER NOTES

1. ALL SANITARY SEWER MAINS AND SERVICES SHALL BE CONSTRUCTED AS SHOWN ON THE APPROVED DRAWINGS. SANITARY SEWER LINE MATERIALS AND CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE TOWN OF SUPERIOR DESIGN STANDARDS AND SPECIFICATIONS.
2. SEWER MAINS AND FITTINGS SHALL BE PVC, SDR 26 MINIMUM THICKNESS CONFORMING TO ASTM D3034. JOINTS SHALL BE OF THE "SLIP ON" TYPE WITH INTEGRALLY CAST BELL HAVING AN ELASTOMERIC GASKET. SEWER MAINS SHALL BE GREEN IN COLOR.
3. MANHOLES SHALL BE LOCATED AT A MAXIMUM SPACING OF FOUR HUNDRED FEET (400') CENTER-TO-CENTER AND ALSO AT CHANGES IN SEWER MAIN ALIGNMENT AND/OR GRADE AND AT THE END OF EACH SEWER MAIN. SEWER MAINS SHALL BE LAID WITH UNIFORM SLOPE BETWEEN MANHOLES.
4. MANHOLES SHALL BE PRECAST CONCRETE UNITS CONFORMING WITH ASTM C-478. MANHOLES SHALL HAVE A MINIMUM INSIDE DIAMETER OF FOUR FEET (4').
5. MANHOLE FRAMES AND COVERS SHALL BE CAST IRON WITH THE WORD "SEWER" CAST ON THE COVER. THE FRAME SHALL PROVIDE A MINIMUM CLEAR OPENING OF TWENTY-FOUR INCHES (24").
6. THE SEWER COLLECTION SYSTEM SHALL BE INSTALLED IN A THOROUGH AND WORKMANLIKE MANNER IN ACCORDANCE WITH THE DESIGN DOCUMENTS THAT HAVE BEEN APPROVED BY THE DISTRICT. THE MINIMUM BEDDING AND BACKFILL REQUIREMENTS SHALL BE AS SHOWN IN THE TOWN'S DETAILS.
7. WHERE REQUIRED FOR STRUCTURAL REASONS OR TO PROTECT WATER MAINS LINES, THE SEWER MAIN SHALL BE ENCASED IN REINFORCED CONCRETE.
8. THE CONTRACTOR SHALL FLUSH THE SEWER MAIN, AS THE WORK PROGRESSES BY MEANS THAT ARE IN ACCORDANCE WITH GOOD PRACTICE, TO INSURE THAT EARTH, SAND, ROCKS OR OTHER FOREIGN MATERIALS ARE REMOVED FROM THE INTERIOR OF THE SEWER MAIN.
9. SEWER MAINS WILL BE CHECKED BY THE INSPECTOR TO DETERMINE WHETHER ANY DISPLACEMENT OF THE SEWER MAIN HAS OCCURRED AFTER THE TRENCH HAS BEEN BEDDED.
10. THE INSPECTOR SHALL WITNESS ALL TESTS AND VERIFY THE ACCURACY AND ACCEPTABILITY OF THE EQUIPMENT UTILIZED. THE ENGINEER WILL INFORM THE CONTRACTOR REGARDING ACCEPTABLE METHODS OF REPAIR IN THE EVENT ONE OR MORE SECTIONS FAIL TO PASS ANY TEST.
11. LAMP TEST: A LIGHT WILL BE FLASHED BETWEEN MANHOLES, OR IF THE MANHOLES HAVE NOT AS YET BEEN CONSTRUCTED, BETWEEN THE LOCATIONS OF THE MANHOLES, BY MEANS OF A FLASHLIGHT OR BY REFLECTING SUNLIGHT WITH A MIRROR. IF THE ILLUMINATED INTERIOR OF THE SEWER MAIN SHOWS POOR ALIGNMENT, DISPLACED PIPE, EARTH OR OTHER DEBRIS IN THE PIPE, OR ANY OTHER KINDS OF DEFECTS, THE DEFECTS, DETERMINED BY THE INSPECTOR, SHALL BE REMEDIED BY THE CONTRACTOR. THE TEST WILL BE REPEATED FOLLOWING COMPLETION OF BACKFILLING AND ANY POOR ALIGNMENT, DISPLACED PIPE OR OTHER DEFECTS, DETERMINED BY THE INSPECTOR, SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
12. TESTS FOR WATER TIGHTNESS SHALL BE MADE BY THE CONTRACTOR IN THE PRESENCE OF THE INSPECTOR. THE CONTRACTOR SHALL PROVIDE ASSISTANCE TO THE INSPECTOR IN DEVELOPMENT OF A DETAILED RECORD OF THE TESTING PROGRAM. THE SEWER MAIN AND CONNECTIONS SHALL NOT LEAK IN EXCESS OF THE IDENTIFIED RATE IN THE TOWN OF SUPERIOR DESIGN STANDARDS AND SPECIFICATIONS FOR A TWENTY-FOUR (24) HOUR TEST PERIOD. EACH REACH OF SEWER MAIN BETWEEN MANHOLES SHALL BE TESTED INDIVIDUALLY. ANY INDIVIDUAL REACH THAT LEAKS IN EXCESS OF THE AMOUNT ALLOWED SHALL BE CONSIDERED AS FAILING, AND SHALL BE REPAIRED AND RETESTED. AT THE DISCRETION OF THE INSPECTOR, THE TIME FOR LEAKAGE RATE TEST MAY BE SHORTENED TO FOUR (4) HOURS.
13. AT THE OPTION OF THE CONTRACTOR, LOW-PRESSURE AIR TESTING OF THE INSTALLED SEWER MAIN MAY BE USED INSTEAD OF THE LEAKAGE EXFILTRATION TEST. TESTING SHALL BE IN ACCORDANCE WITH THE TOWN OF SUPERIOR DESIGN SPECIFICATIONS AND STANDARDS.
14. ALL PVC SEWER MAINS SHALL BE TESTED FOR VERTICAL DEFLECTION AFTER PLACEMENT AND COMPACTION OF BACKFILL, UNLESS TESTING IS SPECIFICALLY EXCEPTED BY THE INSPECTOR. METHOD OF TESTING SHALL BE BY DEFLECTOMETER OF THE RIGID GO/NO-GO TYPE DEVICE. AN ALTERNATIVE METHOD WILL BE PERMITTED ONLY BY WRITTEN PERMISSION OF THE INSPECTOR. MAXIMUM ALLOWABLE DEFLECTION SHALL BE FIVE PERCENT (5%) OF THE SEWER MAIN DIAMETER. ANY AND ALL SEWER MAIN WITH VERTICAL DEFLECTION GREATER THAN THE ALLOWABLE SHALL BE EXCAVATED, REMOVED FROM THE SEWER MAIN, REPLACED, BACKFILLED AND COMPACTED AS SPECIFIED AND RETESTED.
15. ALL MANHOLES SHALL BE TESTED FOR LEAKAGE AND ALL TESTS SHALL BE WITNESSED BY THE INSPECTOR. THE LEAKAGE TEST SHALL BE CONDUCTED PRIOR TO BACKFILLING AROUND THE MANHOLE AND SHALL BE CARRIED OUT IN ACCORDANCE WITH THE TOWN OF SUPERIOR DESIGN S. AT THE OPTION OF THE CONTRACTOR, VACUUM TESTING OF THE INSTALLED MANHOLES MAY BE USED INSTEAD OF THE LEAKAGE TEST. ALL VACUUM TESTS SHALL BE WITNESSED BY THE INSPECTOR.
16. ALL TREES ARE REQUIRED TO BE PLANTED A MINIMUM OF TEN FEET (10') FROM THE OUTSIDE OF ALL UTILITY LINES THAT ARE TO BE OWNED AND MAINTAINED BY THE DISTRICT.

STORM SEWER NOTES

1. STORM WATER MAINS, CULVERTS AND FITTINGS SHALL BE REINFORCED CONCRETE CONFORMING TO ASTM C-76, TYPE II OR TYPE V CONCRETE SHALL BE USED DEPENDING UPON THE SULFATE CONTENT OF THE SOIL. CSP, CMP AND PLASTIC PIPE, IF PROPOSED FOR STORM SEWER MATERIALS, SHALL REQUIRE THE REVIEW AND PRIOR WRITTEN APPROVAL OF THE DISTRICT'S ENGINEER. JOINTS SHALL BE TONGUE AND GROOVE AND BE SEALED WITH RUB'R-NEX BY K.T. SNYDER CO. OR APPROVED EQUIVALENT MATERIAL. ALL STREET AND ROAD CULVERTS SHALL BE EQUIPPED WITH END SECTIONS.
2. THE MINIMUM DIAMETER OF A TRUNK STORM WATER LINE SHALL BE EIGHTEEN INCHES (18"). THE MINIMUM DIAMETER OF A LATERAL STORM WATER LINE FROM INLETS SHALL BE FIFTEEN INCHES (15").
3. MANHOLES SHALL BE PRECAST CONCRETE CONFORMING WITH ASTM C-478. MANHOLES SHALL HAVE A MINIMUM INSIDE DIAMETER OF FOUR FEET (4') AND SHALL BE CONSTRUCTED AND INSTALLED IN ACCORDANCE WITH THE TOWN'S DETAILS.
4. AT DROP MANHOLES, IF THE DROP HEIGHT EXCEEDS SIX FEET (6'), THEN SIX THOUSAND (6,000) PSI CONCRETE IS REQUIRED FOR THE MANHOLE STRUCTURE.
5. FOR STORM WATER MANHOLES THAT EXCEED A DEPTH OF TWENTY FEET (20'), WE MAY REQUIRE AN INTERMEDIATE PLATFORM AND SIXTY INCH (60"), MINIMUM, DIAMETER MANHOLE RISERS.
6. LOCAL FACILITIES OF THE STORM WATER SYSTEM SHALL BE INSTALLED IN A THOROUGH AND WORKMANLIKE MANNER AND IN ACCORDANCE WITH THE DESIGN DOCUMENTS THAT HAVE BEEN APPROVED BY THE ENGINEER. THE MINIMUM BEDDING AND BACKFILL REQUIREMENTS FOR STORM WATER LINES SHALL BE AS SHOWN IN THE TOWN'S DETAILS.
7. EXPOSED RIPRAP IS REQUIRED TO BE TYPE M OR LARGER.
8. AT THE OUTLET OF STORM WATER LINES AND AT CURB CUTS, EROSION PROTECTION IS REQUIRED TO BE EXTENDED TO THE POND BOTTOM, OR TO THE TOE OF THE SLOPE IN A CHANNEL, WHICHEVER THE CASE MAY BE.
9. AT THE OUTLET OF STORM WATER LINES INTO A DRY DETENTION BASIN, A HARD BOTTOMED TRICKLE CHANNEL (EITHER CONCRETE OR GROUTED ROCK) IS REQUIRED THROUGH THE EROSION PROTECTION BASIN.
10. LAMP TEST: A LIGHT WILL BE FLASHED BETWEEN MANHOLES, OR IF THE MANHOLES HAVE NOT AS YET BEEN CONSTRUCTED, BETWEEN THE LOCATIONS OF THE MANHOLES, BY MEANS OF A FLASHLIGHT OR BY REFLECTING SUNLIGHT WITH A MIRROR. IF THE ILLUMINATED INTERIOR OF THE STORM SEWER MAIN SHOWS POOR ALIGNMENT, DISPLACED PIPE, EARTH OR OTHER DEBRIS IN THE PIPE, OR ANY OTHER KINDS OF DEFECTS, THE DEFECTS, DETERMINED BY THE INSPECTOR, SHALL BE REMEDIED BY THE CONTRACTOR. THE TEST WILL BE REPEATED FOLLOWING COMPLETION OF BACKFILLING AND ANY POOR ALIGNMENT, DISPLACED PIPE OR OTHER DEFECTS, DETERMINED BY THE INSPECTOR, SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
11. ALL TREES ARE REQUIRED TO BE PLANTED A MINIMUM OF TEN FEET (10') FROM THE OUTSIDE OF ALL UTILITY LINES THAT ARE TO BE OWNED AND MAINTAINED BY THE DISTRICT.

EROSION CONTROL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SEDIMENT AND EROSION CONTROL AT THE SITE THROUGHOUT CONSTRUCTION.
2. PERIMETER SILT FENCING SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITY (STOCKPILING, STRIPPING, GRADING, ETC.)
3. BEST MANAGEMENT PRACTICES (BMP'S) SHALL BE USED AS NECESSARY TO ADDRESS SEDIMENT AND DUST FROM SITE DISTURBANCE. ADDITIONAL MEASURES MAY BE REQUIRED AT THE DIRECTION OF THE ENGINEER.
4. BMP'S MAY INCLUDE, BUT ARE NOT LIMITED TO:
   a. MINIMAL DISTURBANCE FOR MINIMAL TIME PERIODS.
   b. GRAVEL CONSTRUCTION ACCESS.
   c. SILT FENCE, STRAW BALE OR SAND BAG BARRIERS, ROCK CHECK DAMS.
   d. STORM SEWER INLET PROTECTION.
   e. SEDIMENT CAPTURE PONDS.
   f. SITE WATERING FOR DUST SUPPRESSION.
5. BMP'S SHALL BE MAINTAINED AND KEPT IN GOOD REPAIR FOR THE DURATION OF THE PROJECT. THE CONTRACTOR SHALL INSPECT BMP'S WEEKLY AND AFTER SIGNIFICANT (GREATER THAN 0.1" PRECIPITATION) STORM EVENTS. THE MAINTENANCE AND REPAIR SHALL BE COMPLETED IN A TIMELY MANNER. SEDIMENT AND DEBRIS SHALL BE REMOVED WHEN THEY REACH HALF THE BMP HEIGHT OR IMPACT THE FUNCTION OF THE BMP.
6. SOIL STOCKPILES SHALL BE PROTECTED FROM SEDIMENT TRANSPORT BY SURFACE ROUGHENING, WATERING AND PERIMETER SILT FENCING. SOILS THAT WILL BE STOCKPILED FOR MORE THAN 30 DAYS SHALL BE MULCHED AND SEEDED WITH A GRASS COVER WITHIN 14 DAYS OF STOCKPILE CONSTRUCTION.
7. THE CONTRACTOR SHALL INSURE ALL LOADS OF CUT AND FILL SOILS IMPORTED TO OR EXPORTED FROM THE SITE ARE PROPERLY LOADED AND COVERED TO PREVENT LOSS DURING TRANSPORT.
8. THE CONTRACTOR SHALL REMOVE SEDIMENT, MUD, AND CONSTRUCTION DEBRIS RESULTING FROM THIS PROJECT FROM FLOW LINES AND PAVEMENT OF PUBLIC STREETS IN A TIMELY MANNER.
9. SOILS EXPOSED DURING LAND DISTURBING ACTIVITY SHALL BE KEPT IN A ROUGHENED CONDITION BY RIPPING OR DISCING ALONG LAND CONTOURS UNTIL MULCH, VEGETATION OR OTHER PERMANENT EROSION CONTROL IS IN PLACE. NO SOILS SHALL REMAIN EXPOSED BY LAND DISTURBING ACTIVITY FOR MORE THAN THIRTY (30) DAYS BEFORE REQUIRED TEMPORARY OR PERMANENT EROSION CONTROL IS INSTALLED UNLESS OTHERWISE APPROVED.
10. VEHICLE TRACKING CONTROL, INLET/OUTLET, ROCK SOCK, AND SILT FENCE PROTECTION WILL BE USED TO CONTROL EROSION DURING CONSTRUCTION.
11. ALL TEMPORARY SEDIMENT CONTROLS WILL BE REMOVED WITHIN 30 DAYS AFTER THE FINAL STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED, WHICHEVER COMES FIRST.
12. NATURAL VEGETATION SHALL BE RETAINED AND PROTECTED WHENEVER POSSIBLE. EXPOSURE OF SOIL TO EROSION FROM REMOVAL OR DISTURBANCE OF VEGETATION SHALL BE LIMITED TO THE AREA REQUIRED FOR IMMEDIATE CONSTRUCTION OPERATIONS AND FOR THE SHORTEST PRACTICAL PERIOD OF TIME.
13. USE CURRENT CDOT/UDFCD STANDARD DETAILS.

STREET EXCAVATION NOTES

1. WHERE IT IS REQUIRED TO CUT EXISTING PAVEMENT, THE CUTTING SHALL BE DONE TO A NEAT WORK LINE FULL DEPTH WITH A CONCRETE-CUTTING SAW OR OTHER METHOD AS APPROVED BY THE TOWN. PAVEMENT SHALL ONLY BE OPEN CUT WHEN APPROVED BY THE TOWN. ALL SAW WATER SLURRY SHALL BE PROPERLY CONTAINED USING APPROPRIATE BMP'S, AND IS PROHIBITED FROM ENTERING ANY STORM DRAINS. SAW WATER SLURRY SHALL BE REMOVED FROM IMPERVIOUS SURFACES AS WORK PROGRESSES.
2. ALL PAVEMENT CUTS AND EXPLORATORY POTHOLES SHALL BE REPAIRED AS REQUIRED BY THE TOWN.
3. EXISTING ASPHALT PAVEMENT SHALL BE REMOVED AS INDICATED IN THE PLANS OR DESIGNATED BY THE ENGINEER.
4. ALL REMOVALS THAT ARE NOT SALVAGEABLE SHALL BECOME THE PROPERTY OF THE CONTRACTOR UNLESS OTHERWISE INDICATED ON THE PLANS AND PROJECT SPECIFICATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DISPOSAL COSTS.
5. ALL TRENCHES SHALL BE ADEQUATELY SUPPORTED AND THE SAFETY OF THE WORKERS AND PUBLIC PROVIDED FOR AS REQUIRED BY THE MOST RECENT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) "SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION".
6. ALL EXCAVATIONS IN EXISTING STREETS SHALL BE BACKFILLED WITH APPROVED CDOT FLOWABLE FILL FROM BEDDING MATERIAL TO FINISH SUBGRADE ELEVATION.
7. APPROPRIATE STREET PLATES SHALL BE USED OVER FLOW FILLED TRENCH EXCAVATIONS UNTIL THE FLOW FILL HAS ADEQUATELY CURED TO SUPPORT TRAFFIC LOADING AND PATCHING.
8. THE CONTRACTOR SHALL REPAIR ANY EXCAVATIONS OR PAVEMENT FAILURES CAUSED BY HIS CONSTRUCTION AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL PROPERLY BARRICADE THE CONSTRUCTION SITE UNTIL CONSTRUCTION IS COMPLETE.
9. ALL CONCRETE AND ASPHALT MIXTURE DESIGNS SHALL BE APPROVED BY SUPERIOR PRIOR TO PLACEMENT OF CONCRETE AND ASPHALT.
10. PATCHING SHALL BE TO THE DEPTH OF THE SURROUNDING EXISTING PAVEMENT PLUS 1 INCH, OR TO THE DEPTH SHOWN IN THE LIFT DETAIL AS DIRECTED BY THE ENGINEER. THE TOP LIFT MUST UTILIZE HMA (GRADING SX)(75)(PG 64-22) OR APPROVED ALTERNATE. THE THICKNESS OF SUBSEQUENT LIFTS MUST BE EQUAL TO OR GREATER THAN THE LIFT DIRECTLY ABOVE. THE LOWER LIFTS MAY UTILIZE HMA (GRADING S OR SG)(75)(PG 64-22) OR APPROVED ALTERNATE.
11. A TACK COAT SHALL BE PLACED TO THE VERTICAL EDGES OF EXISTING ASPHALT PRIOR TO THE PLACEMENT OF LIFTS OF HMA.
12. BEFORE PLACEMENT OF THE TACK COAT, THE CONTRACTOR SHALL CLEAN THE ROADWAY AS DIRECTED BY THE ENGINEER.
13. FINISH TOP LIFT SHALL MEET SURFACE TOLERANCE REQUIREMENTS OF 3/16 INCH AS MEASURED WITH A 10 FOOT STRAIGHT EDGE. SURFACE EXCEEDING 3/16 INCH SHALL BE CORRECTED PRIOR TO FINAL COMPACTION.
14. IMMEDIATELY AFTER FINISH ROLLING THE HMA PATCH, THE EDGES SHALL RECEIVE AN APPLICATION OF CSS1-H TACK EXTENDING A MINIMUM OF 6 INCHES EITHER SIDE OF THE JOINT (PICTURE FRAME). APPLICATION OF CSS1-H SHALL OCCUR BEFORE THE HMA TEMPERATURE DROPS BELOW 175 DEGREES.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTMENT OF ALL VALVES AND MANHOLE RIMS THAT ARE NOT SPECIFIED TO BE ADJUSTED BY THE INDIVIDUAL UTILITY COMPANY, TO FINAL STREET GRADE.

REUSE IRRIGATION NOTES

1. IRRIGATION MAINS SHALL BE PURPLE AND SHALL CONFORM WITH AWWA C900, ONE HUNDRED AND FIFTY (150) MINIMUM PRESSURE CLASS (FOR TWELVE INCH (12") AND SMALLER PVC IRRIGATION MAINS). THE PURPLE COLOR SHALL BE A FACTORY PIGMENT OF THE PVC MATERIAL, AND PAINTING OF THE PIPE MATERIAL IS NOT ACCEPTABLE.
2. ALL IRRIGATION MAINS SHALL BE INSTALLED WITH WARNING TAPES OR WITH THE WARNING PRINTED DIRECTLY ONTO THE IRRIGATION MAIN AND 10GA COATED COPPER TRACER WIRE. ALL SPLICES IN TRACER WIRE SHALL UTILIZE DBY-6 DIRECT BURY CONNECTORS. WARNING TAPES SHALL BE INSTALLED DIRECTLY ON TOP OF THE IRRIGATION MAIN LONGITUDINALLY AND SHALL BE CENTERED. THE TRACER WIRE SHALL BE TAPED TO THE PVC LINE. ACCEPTABLE TAPE OR PRINTING DIRECTLY ON THE IRRIGATION MAIN SHALL STATE: "NON-POTABLE LINE - DO NOT DRINK."
3. STANDARD PIPE LENGTHS SHALL BE 20 FEET ALL SIZES. RANDOM LENGTHS SHALL NOT BE PERMITTED.
4. INSTALL MECHANICAL JOINT RESTRAINTS AT ALL BENDS, STUBS, TEES, VALVES, BLOW-OFFS, PLUGS AND OTHER APPROPRIATE APPURTENANCES IN WATER LINES IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS FOR WORKING PRESSURE, SOILS TYPE, AND PIPE TYPE.
5. ALL PIPE SHALL BE SUITABLE FOR USE AS A PRESSURE CONDUIT. PROVISIONS MUST BE MADE FOR EXPANSION AND CONTRACTION AT EACH JOINT WITH A RUBBER RING. THE BELL SHALL CONSIST OF INTEGRAL WALL SECTION WITH A SOLID CROSS SECTION RUBBER RING WHICH MEETS THE REQUIREMENTS OF AWWA SPECIFICATION C915.
6. EACH LENGTH OF PIPE SHALL BEAR THE DATE OF MANUFACTURER, TYPE, GRADE, LENGTH, MANUFACTURERS NAME, AND AN NSF SEAL OF APPROVAL.
7. PIPE JOINTS SHALL BE MADE USING INTEGRAL BELL WITH AN ELASTOMERIC GASKET PUSH ON TYPE JOINT OR USING MACHINED COUPLINGS OF A SLEEVE TYPE WITH RUBBER RING GASKETS AND MACHINED PIPE ENDS TO FORM PUSH ON TYPE JOINT.
8. THE MANUFACTURER SHALL FURNISH A CERTIFIED STATEMENT THAT ALL OF THE SPECIFIED TEST AND INSPECTIONS HAVE BEEN MADE AND THE RESULTS THEREOF COMPLY WITH THE REQUIREMENTS OF THE APPLICABLE STANDARDS HEREIN SPECIFIED. A COPY OF THE CERTIFICATION WILL BE SENT TO THE TOWN OF SUPERIOR UPON REQUEST.
9. CONTRACTOR SHALL VERIFY THE PIPE MATERIAL AND SIZE PRIOR TO CONSTRUCTION OF THE WATER LINE WHERE TAPS OR TIE-INS ARE TO BE MADE.
10. VALVE SHALL BE PROVIDED WITH A CAST IRON VALVE BOX AND TRIANGULAR COVER (CASTINGS INC. MODEL 4TCI-17-S). VALVE BOXES SHALL ALLOW FOR AT LEAST THREE INCHES (3") OF ADDITIONAL EXTENSION ABOVE THE LEVEL REQUIRED FOR FINAL GRADE AT THE TIME OF INSTALLATION. ALL VALVE BOXES SHALL BE WRAPPED WITH 8 MIL MINIMUM THICKNESS POLYETHYLENE MATERIAL AND TAPED SECURE IN ACCORDANCE WITH AWWA STANDARDS C105.
11. NO BENDING OF THE PIPE IS PERMITTED FOR INSTALLATIONS REQUIRED ALONG A RADIUS. HIGH DEFLECTION STOP COUPLINGS SHALL BE USED TO DEVELOP THE REQUIRED CURVATURE.
12. THE CONTRACTOR IS TO SCHEDULE WITH THE GEOTECHNICAL ENGINEER FOR SCHEDULED TESTING.
13. ALL WORK, INCLUDING CORRECTION WORK SHALL BE INSPECTED BY A TOWN OF SUPERIOR REPRESENTATIVE WHO SHALL HAVE THE AUTHORITY TO HALT CONSTRUCTION WHEN STANDARD CONSTRUCTION PRACTICES ARE NOT BEING ADHERED TO.
14. LOCATION OF EXISTING UTILITIES SHALL BE VERIFIED BY CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.
15. NO BEDDING MATERIAL SHALL BE PLACED ABOVE THE SPRINGLINE OF THE PIPE UNTIL A TOWN OF SUPERIOR REPRESENTATIVE HAS AUTHORIZED BACKFILLING. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE TOWN OF SUPERIOR 48 HOURS IN ADVANCE OF BACKFILL OPERATIONS SO A TOWN REPRESENTATIVE MAY INSPECT THE PIPE AND BALANCE OF BEDDING MATERIAL PLACEMENT PRIOR TO BACKFILLING. BEDDING MATERIAL SHALL BE PLACED ACROSS THE ENTIRE WITH OF THE TRENCH. STACKING OR PILING OF BEDDING WILL NOT BE ACCEPTED.
16. SEWER MAINS ABOVE OR LESS THAN 1.5 FEET MEASURED O.D. TO O.D. FROM WATER MAIN SHALL BE ENCASED IN CONCRETE.
17. ALL BURIED VALVES AND FITTINGS SHALL BE PROTECTED BY WAX TAPE PRIMER AND #1 WAX TAPE BY TRENTON CORPORATION, OR APPROVED EQUAL.
18. IN ADDITION TO THE REQUIRED WAX TAPE AND POLY WRAPPING OF ALL DIP, FITTINGS, ETC., ALL BOLTS FOR MECHANICAL JOINTS AND JOINT RESTRAINTS SHALL BE PROVIDED CATHODIC PROTECTION USING ZINC CAPS AS MANUFACTURED BY MARS COMPANY, OR APPROVED EQUAL.
19. NO TESTING OF WATER LINES SHALL OCCUR UNTIL ALL BACKFILL TEST REPORTS HAVE BEEN SUBMITTED TO THE TOWN OF SUPERIOR AND APPROVED.
20. ALL FINISHED WATER MAINS, AFTER REACTION BLOCKING IS IN PLACE, SHALL BE PRESSURE AND LEAKAGE TESTED AT NOT LESS THAN ONE HUNDRED AND FIFTY (150) PSI.

UTILITY MAINTENANCE STATEMENT:

ALL PUBLIC WATER, REUSE WATER, STORM SEWER AND SANITARY SEWER MAINS AND APPURTENANCES LOCATED IN PUBLIC ROW SHALL BE MAINTAINED BY THE TOWN OF SUPERIOR PUBLIC WORKS DEPARTMENT. ALL PUBLIC WATER, REUSE WATER, STORM SEWER, SANITARY SEWER MAINS AND APPURTENANCES UNDER PRIVATE DRIVES ARE LOCATED IN UTILITY EASEMENTS. THE TOWN IS RESPONSIBLE FOR MAINTENANCE OF THESE WATER, REUSE WATER, STORM AND SANITARY SEWER FACILITIES. THE TOWN IS NOT RESPONSIBLE FOR REPAIR OR REPLACEMENT OF PRIVATE DRIVE, CURB AND GUTTER OR LANDSCAPING DAMAGED DURING UTILITY REPAIR OR MAINTENANCE.

CIVIL RESOURCES
8308 COLORADO BLVD
SUITE 200
FIRESTONE, CO 80504
303.833.1416
WWW.CIVILRESOURCES.COM

RC SUPERIOR, LLC
3830 VALLEY CTR DR STE 705 PMB 381
SAN DIEGO, CA 92130

SUPERIOR TOWN CENTER
MCCASLIN BOULEVARD WATER TRANSMISSION MAIN
CONSTRUCTION PLANS

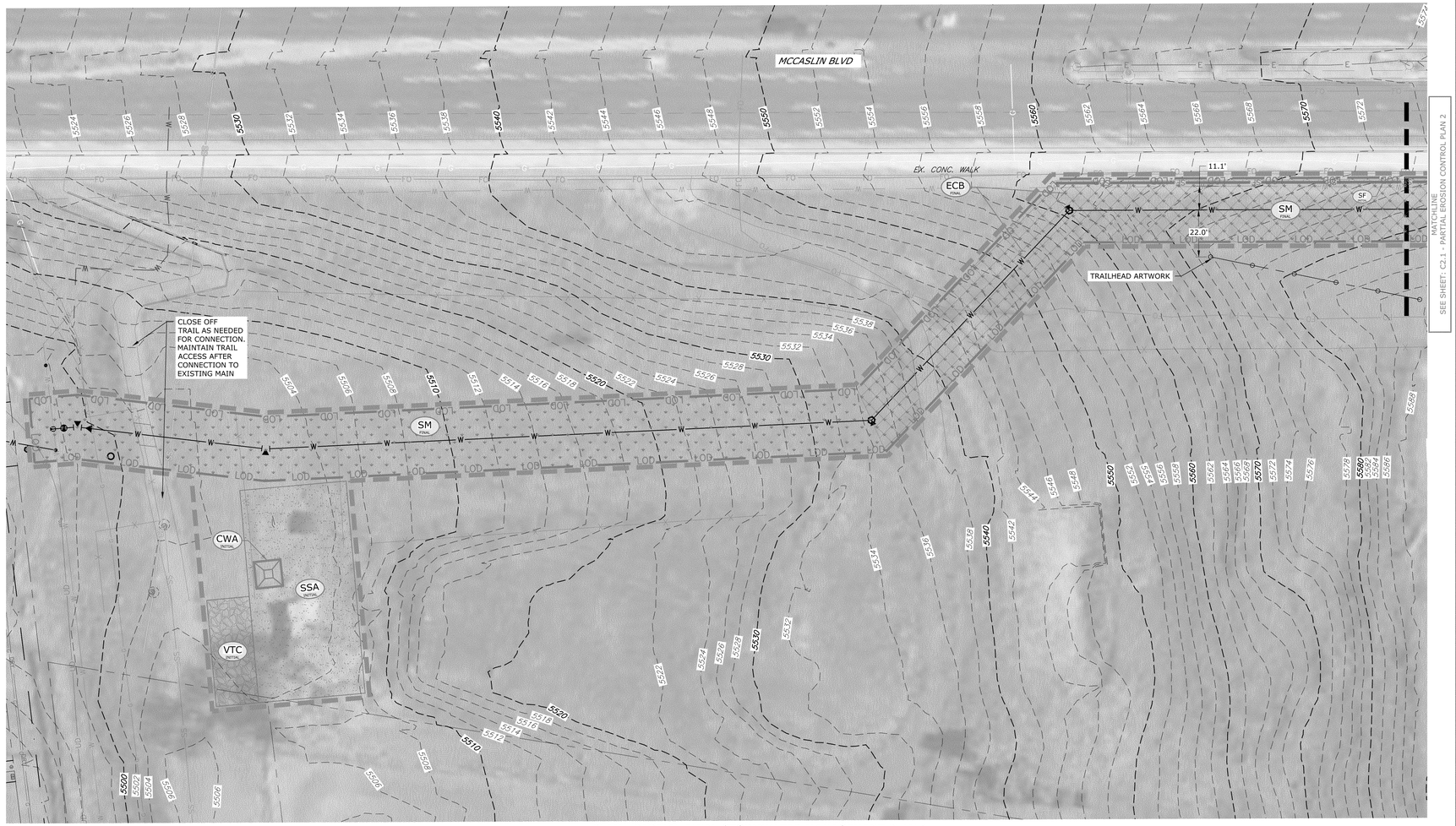
REVISIONS

NO.	DESCRIPTION	DATE
1	SUBMITTAL #2	11/16/22
2	SUBMITTAL #3	12/02/22
3	SUBMITTAL #4	02/07/22

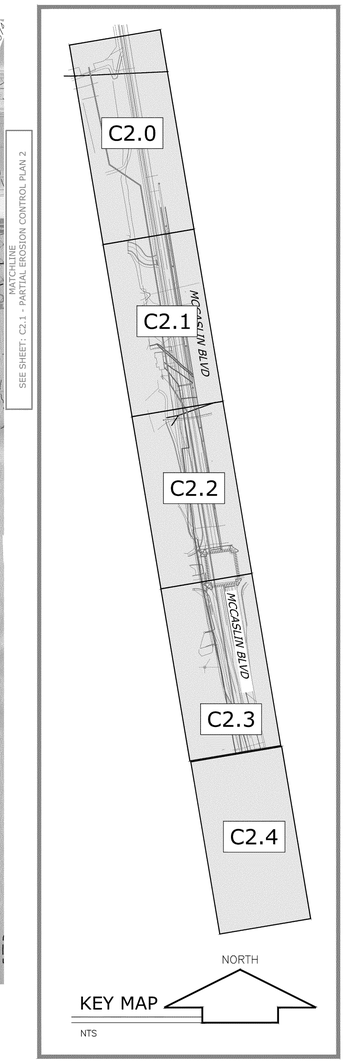
DESIGNED BY: CMH
DRAWN BY: CMH
CHECKED BY: JAB
DATE: 4/22/2022
SCALE:
JOB NO.: 228.001.04
DWG NAME: STC_WAT-EXT CS_CVR.dwg

TOWN OF SUPERIOR STANDARDS 2

SHEET:
C1.3



PLAN - PARTIAL FINAL STORMWATER MANAGEMENT PLAN 1



NORTH

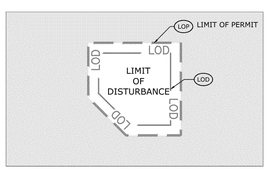
0 15 30

(IN FEET)
(1"=30')

811
KNOW WHAT'S BELOW
CALL BEFORE YOU DIG

BMP LEGEND

CB	COMPOST BLANKET	IP	INLET PROTECTION	SM	SEEDING AND MULCHING
CD	CHECK DAM	LOD	LIMITS OF DISTURBANCE	SR	SURFACE ROUGHENING
CF	CONSTRUCTION FENCE	LOP	LIMITS OF PERMIT	SSA	STABILIZED STAGING AREA
CFB	COMPOST FILTER BERM	RCD	REINFORCED CHECK DAM	ST	SEDIMENT TRAP
CM	CONSTRUCTION MARKER	RS	ROCK SOCK	TER	TERRACING
CWA	CONCRETE WASHOUT AREA	RRC	RRB FOR CULVERT PROTECTION	TSC	TEMPORARY STREAM CROSSING
DD	DIVERSION DITCH	SB	SEDIMENT BASIN	TSD	TEMPORARY SLOPE DRAIN
DW	DEWATERING	SCL	SEDIMENT CONTROL LOG	VTC	VEHICLE TRACKING CONTROL
ECB	EROSION CONTROL BLANKET	SF	SILT FENCE	WW	VTC WITH WHEEL WASH



LEGEND

PROPERTY LINE	
EX MAJOR CONTOURS	5740
EX MINOR CONTOURS	
PP MAJOR CONTOURS	5740
PP MINOR CONTOURS	5736
INLET	
EXISTING STORM SEWER	

NOTES:

1. FOR EROSION CONTROL NOTES SEE SHEET C1.3 - TOWN OF SUPERIOR STANDARDS 2.
2. FOR EROSION CONTROL DETAILS SEE SHEETS C7.09 THROUGH C7.11.
3. PERMIT AREA: 2.4 ACRES
4. DISTURBED AREA: 1.5 ACRES
5. EXISTING BMP'S WITHIN THE PERMIT AREA SHALL BE MAINTAINED AS PART OF THIS PERMIT UNTIL SUCH TIME AS THEY ARE NO LONGER NECESSARY, WHEN NO LONGER NECESSARY, BMP'S SHALL BE REMOVED.

CIVIL RESOURCES
8308 COLORADO BLVD
SUITE 200
FIRESTONE, CO 80504
303.833.1416
WWW.CIVILRESOURCES.COM

RC SUPERIOR, LLC
3830 VALLEY CTR DR STE 705 PMB 381
SAN DIEGO, CA 92130

SUPERIOR TOWN CENTER
MCCASLIN BOULEVARD WATER
TRANSMISSION MAIN
CONSTRUCTION PLANS

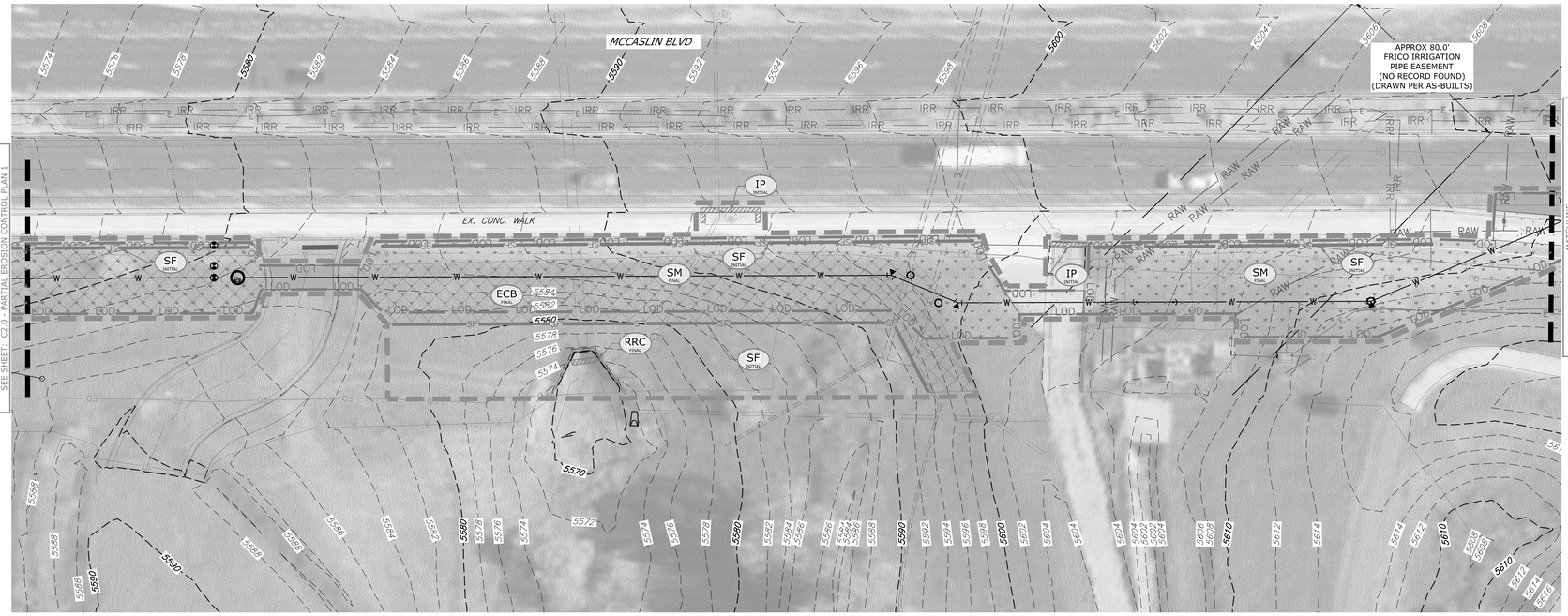
REVISIONS

NO.	DESCRIPTION	DATE
1	SUBMITTAL #2	11/16/22
2	SUBMITTAL #3	12/02/22
3	SUBMITTAL #4	02/07/22

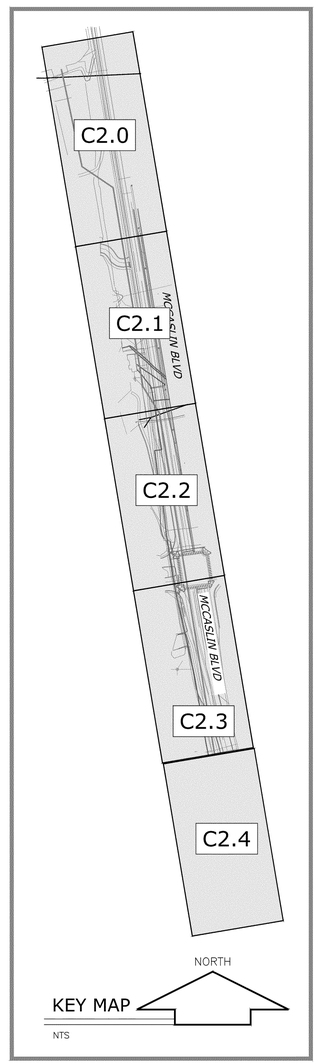
DESIGNED BY: CMH
DRAWN BY: CMH
CHECKED BY: JAB
DATE: 4/22/2022
SCALE:
JOB NO.: 22800104
DWG NAME: STC_WAT-EXT EC P.dwg

PARTIAL
EROSION
CONTROL PLAN 1

SHEET:
C2.0

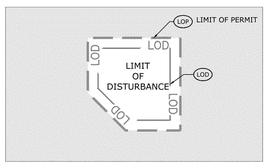


PLAN - PARTIAL FINAL STORMWATER MANAGEMENT PLAN 2



BMP LEGEND

CB	COMPOST BLANKET	IP	INLET PROTECTION	SM	SEEDING AND MULCHING
CD	CHECK DAM	LOD	LIMITS OF DISTURBANCE	SR	SURFACE ROUGHENING
CF	CONSTRUCTION FENCE	LOP	LIMITS OF PERMIT	SSA	STABILIZED STAGING AREA
CFB	COMPOST FILTER BERM	RCD	REINFORCED CHECK DAM	ST	SEDIMENT TRAP
CM	CONSTRUCTION MARKER	RS	ROCK SOCK	TER	TERRACING
CWA	CONCRETE WASHOUT AREA	RRC	RRB FOR CULVERT PROTECTION	TSC	TEMPORARY STREAM CROSSING
DD	DIVERSION DITCH	SB	SEDIMENT BASIN	TSD	TEMPORARY SLOPE DRAIN
DW	DEWATERING	SCL	SEDIMENT CONTROL LOG	VTC	VEHICLE TRACKING CONTROL
ECB	EROSION CONTROL BLANKET	SF	SILT FENCE	WW	VTC WITH WHEEL WASH



LEGEND

PROPERTY LINE	
EX MAJOR CONTOURS	5740
EX MINOR CONTOURS	
PP MAJOR CONTOURS	5740
PP MINOR CONTOURS	5736
INLET	
EXISTING STORM SEWER	

NOTES:

1. FOR EROSION CONTROL NOTES SEE SHEET C1.3 - TOWN OF SUPERIOR STANDARDS 2.
2. FOR EROSION CONTROL DETAILS SEE SHEETS C7.09 THROUGH C7.11.
3. PERMIT AREA: 2.4 ACRES
4. DISTURBED AREA: 1.5 ACRES
5. EXISTING BMP'S WITHIN THE PERMIT AREA SHALL BE MAINTAINED AS PART OF THIS PERMIT UNTIL SUCH TIME AS THEY ARE NO LONGER NECESSARY. WHEN NO LONGER NECESSARY, BMP'S SHALL BE REMOVED.

CIVIL RESOURCES
8308 COLORADO BLVD
SUITE 200
FIRESTONE, CO 80504
303.833.1416
WWW.CIVILRESOURCES.COM

RC SUPERIOR, LLC
3830 VALLEY CTR DR STE 705 PMB 381
SAN DIEGO, CA 92130

SUPERIOR TOWN CENTER
MCCASLIN BOULEVARD WATER TRANSMISSION MAIN
CONSTRUCTION PLANS

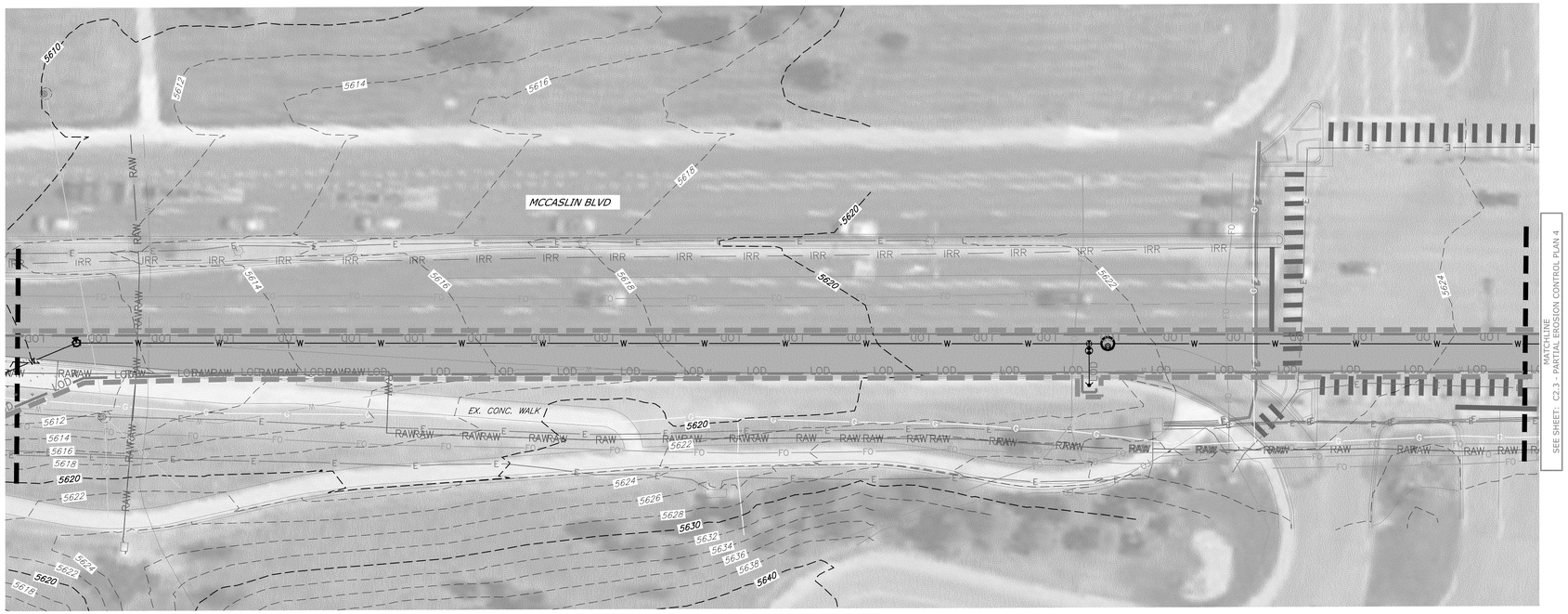
REVISIONS

NO.	DESCRIPTION	DATE
1	SUBMITTAL #2	11/16/22
2	SUBMITTAL #3	12/02/22
3	SUBMITTAL #4	02/07/22

DESIGNED BY: CMH
DRAWN BY: CMH
CHECKED BY: JAB
DATE: 4/22/2022
SCALE:
JOB NO.: 22800104
DWG NAME: STC_WAT-EXT EC P.dwg

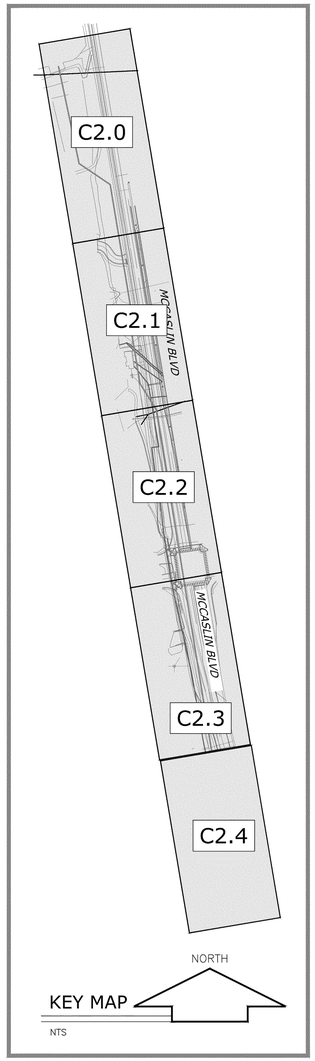
PARTIAL EROSION CONTROL PLAN 2

SHEET: C2.1



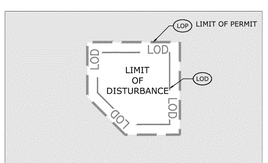
811
KNOW WHAT'S BELOW
CALL BEFORE YOU DIG

PLAN - PARTIAL FINAL STORMWATER MANAGEMENT PLAN 3



BMP LEGEND

CB	COMPOST BLANKET	IP	INLET PROTECTION	SM	SEEDING AND MULCHING
CD	CHECK DAM	LOD	LIMITS OF DISTURBANCE	SR	SURFACE ROUGHENING
CF	CONSTRUCTION FENCE	LOP	LIMITS OF PERMIT	SSA	STABILIZED STAGING AREA
CFB	COMPOST FILTER BERM	RCD	REINFORCED CHECK DAM	ST	SEDIMENT TRAP
CM	CONSTRUCTION MARKER	RS	ROCK SOCK	TER	TERRACING
CWA	CONCRETE WASHOUT AREA	RRC	RRB FOR CULVERT PROTECTION	TSC	TEMPORARY STREAM CROSSING
DD	DIVERSION DITCH	SB	SEDIMENT BASIN	TSD	TEMPORARY SLOPE DRAIN
DW	DEWATERING	SCL	SEDIMENT CONTROL LOG	VTC	VEHICLE TRACKING CONTROL
ECB	EROSION CONTROL BLANKET	SF	SILT FENCE	WW	VTC WITH WHEEL WASH



LEGEND

- PROPERTY LINE
- EX MAJOR CONTOURS — 5740
- EX MINOR CONTOURS
- PP MAJOR CONTOURS — 5740
- PP MINOR CONTOURS — 5736
- INLET
- EXISTING STORM SEWER

NOTES:

1. FOR EROSION CONTROL NOTES SEE SHEET C1.3 - TOWN OF SUPERIOR STANDARDS 2.
2. FOR EROSION CONTROL DETAILS SEE SHEETS C7.09 THROUGH C7.11.
3. PERMIT AREA: 2.4 ACRES
4. DISTURBED AREA: 1.5 ACRES
5. EXISTING BMP'S WITHIN THE PERMIT AREA SHALL BE MAINTAINED AS PART OF THIS PERMIT UNTIL SUCH TIME AS THEY ARE NO LONGER NECESSARY. WHEN NO LONGER NECESSARY, BMP'S SHALL BE REMOVED.

CIVIL RESOURCES
8308 COLORADO BLVD
SUITE 200
FIRESTONE, CO 80504
303.833.1416
WWW.CIVILRESOURCES.COM

RC SUPERIOR, LLC
3830 VALLEY CTR DR STE 705 PMB 381
SAN DIEGO, CA 92130

SUPERIOR TOWN CENTER
MCCASLIN BOULEVARD WATER TRANSMISSION MAIN
CONSTRUCTION PLANS

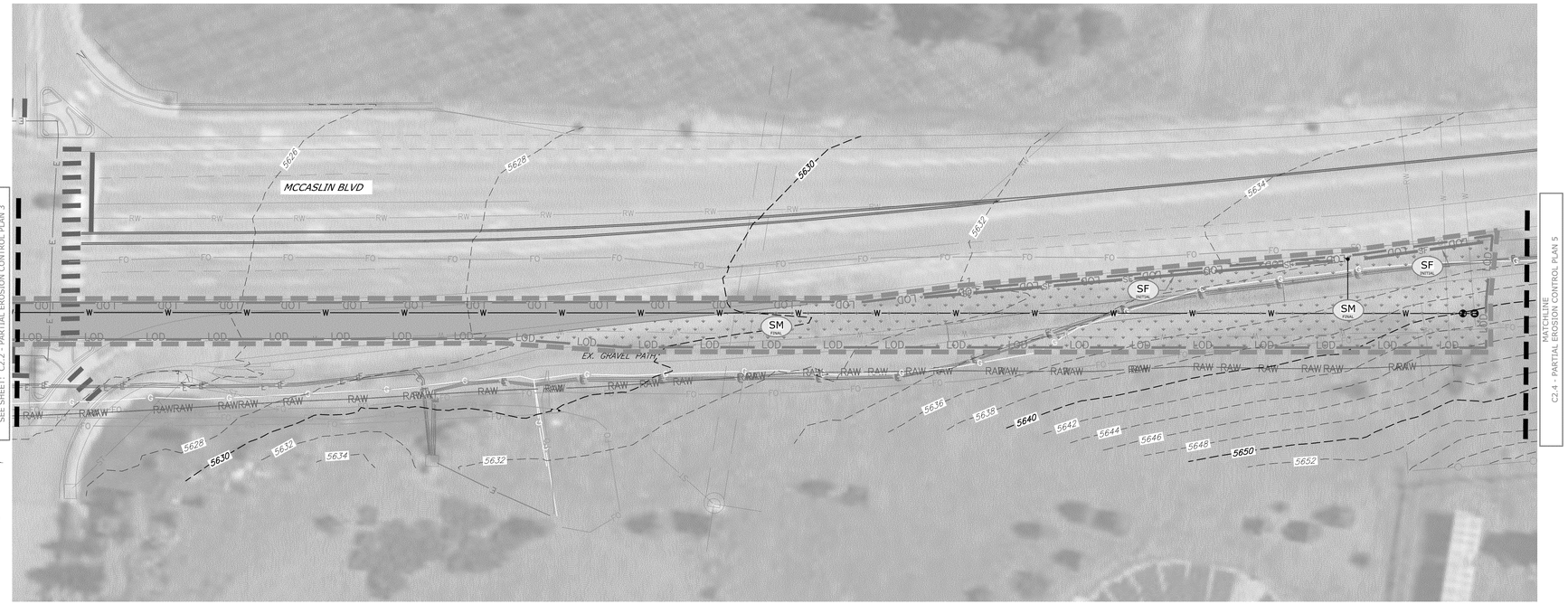
REVISIONS

NO.	DESCRIPTION	DATE
1	SUBMITTAL #2	11/16/22
2	SUBMITTAL #3	12/02/22
3	SUBMITTAL #4	02/07/22

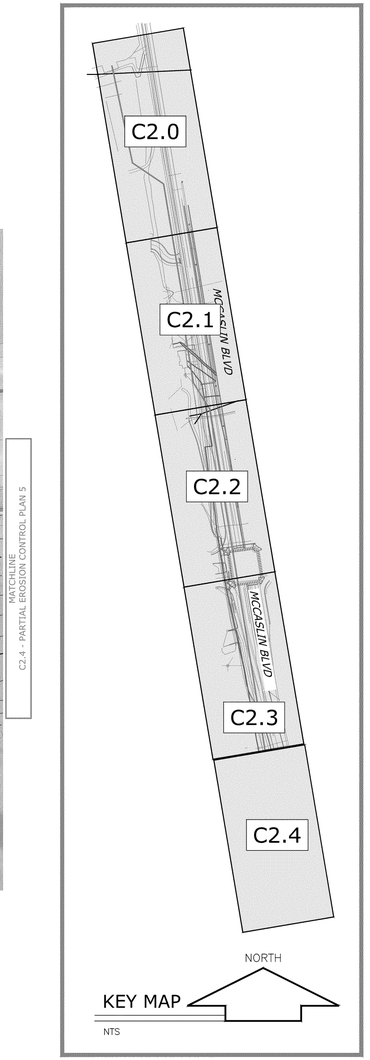
DESIGNED BY:	CMH	DATE:	4/22/2022
DRAWN BY:	CMH	SCALE:	
CHECKED BY:	JAB		
JOB NO.:	22800104		
DWG NAME:	STC_WAT-EXT EC P.dwg		

PARTIAL EROSION CONTROL PLAN 3

SHEET:
C2.2

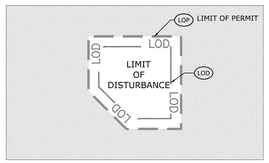


PLAN - PARTIAL FINAL STORMWATER MANAGEMENT PLAN 3



BMP LEGEND

CB	COMPOST BLANKET	IP	INLET PROTECTION	SM	SEEDING AND MULCHING
CD	CHECK DAM	LOD	LIMITS OF DISTURBANCE	SR	SURFACE ROUGHENING
CF	CONSTRUCTION FENCE	LOP	LIMITS OF PERMIT	SSA	STABILIZED STAGING AREA
CFB	COMPOST FILTER BERM	RCD	REINFORCED CHECK DAM	ST	SEDIMENT TRAP
CM	CONSTRUCTION MARKER	RS	ROCK SOCK	TER	TERRACING
CWA	CONCRETE WASHOUT AREA	RRC	RRB FOR CULVERT PROTECTION	TSC	TEMPORARY STREAM CROSSING
DD	DIVERSION DITCH	SB	SEDIMENT BASIN	TSD	TEMPORARY SLOPE DRAIN
DW	DEWATERING	SCL	SEDIMENT CONTROL LOG	VTC	VEHICLE TRACKING CONTROL
ECB	EROSION CONTROL BLANKET	SF	SILT FENCE	WW	VTC WITH WHEEL WASH



LEGEND

PROPERTY LINE

EX MAJOR CONTOURS — 5740

EX MINOR CONTOURS

PP MAJOR CONTOURS — 5740

PP MINOR CONTOURS — 5736

INLET

EXISTING STORM SEWER

NOTES:

1. FOR EROSION CONTROL NOTES SEE SHEET C1.3 - TOWN OF SUPERIOR STANDARDS 2.
2. FOR EROSION CONTROL DETAILS SEE SHEETS C7.09 THROUGH C7.11.
3. PERMIT AREA: 2.4 ACRES
4. DISTURBED AREA: 1.5 ACRES
5. EXISTING BMP'S WITHIN THE PERMIT AREA SHALL BE MAINTAINED AS PART OF THIS PERMIT UNTIL SUCH TIME AS THEY ARE NO LONGER NECESSARY. WHEN NO LONGER NECESSARY, BMP'S SHALL BE REMOVED.

CIVIL RESOURCES

8308 COLORADO BLVD
SUITE 200
FIRESTONE, CO 80504
303.833.1416
WWW.CIVILRESOURCES.COM

RC SUPERIOR, LLC
3830 VALLEY CTR DR STE 705 PMB 381
SAN DIEGO, CA 92130

SUPERIOR TOWN CENTER
MCCASLIN BOULEVARD WATER TRANSMISSION MAIN
CONSTRUCTION PLANS

REVISIONS

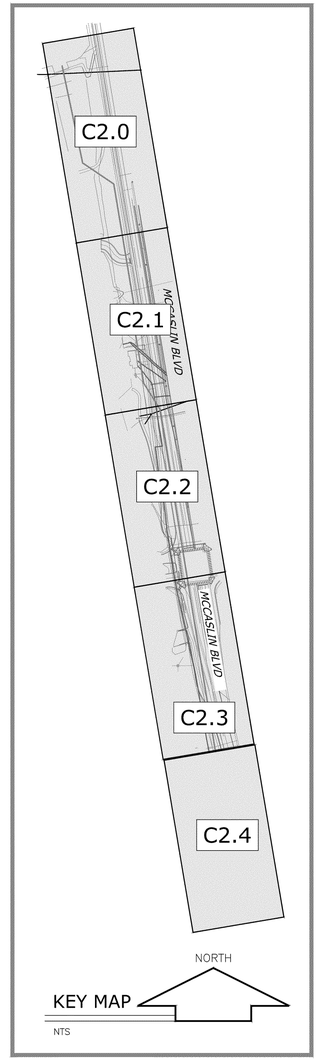
NO.	DESCRIPTION	DATE
1	SUBMITTAL #2	11/16/22
2	SUBMITTAL #3	12/02/22
3	SUBMITTAL #4	02/07/22

DESIGNED BY: CMH
DRAWN BY: CMH
CHECKED BY: JAB
DATE: 4/22/2022
SCALE:
JOB NO.: 22800104
DWG NAME: STC_WAT-EXT EC P.dwg

PARTIAL EROSION CONTROL PLAN 4

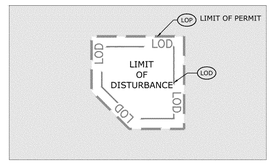
SHEET: C2.3

PLAN - PARTIAL FINAL STORMWATER MANAGEMENT PLAN 5



BMP LEGEND

CB	COMPOST BLANKET	IP	INLET PROTECTION	SM	SEEDING AND MULCHING
CD	CHECK DAM	LOD	LIMITS OF DISTURBANCE	SR	SURFACE ROUGHENING
CF	CONSTRUCTION FENCE	LOP	LIMITS OF PERMIT	SSA	STABILIZED STAGING AREA
CFB	COMPOST FILTER BERM	RCD	REINFORCED CHECK DAM	ST	SEDIMENT TRAP
CM	CONSTRUCTION MARKER	RS	ROCK SOCK	TER	TERRACING
CWA	CONCRETE WASHOUT AREA	RRC	RRB FOR CULVERT PROTECTION	TSC	TEMPORARY STREAM CROSSING
DD	DIVERSION DITCH	SB	SEDIMENT BASIN	TSD	TEMPORARY SLOPE DRAIN
DW	DEWATERING	SCL	SEDIMENT CONTROL LOG	VTC	VEHICLE TRACKING CONTROL
ECB	EROSION CONTROL BLANKET	SF	SILT FENCE	WW	VTC WITH WHEEL WASH



LEGEND

PROPERTY LINE

EX MAJOR CONTOURS — 5740

EX MINOR CONTOURS

PP MAJOR CONTOURS — 5740

PP MINOR CONTOURS — 5736

INLET

EXISTING STORM SEWER

NOTES:

1. FOR EROSION CONTROL NOTES SEE SHEET C1.3 - TOWN OF SUPERIOR STANDARDS 2.
2. FOR EROSION CONTROL DETAILS SEE SHEETS C7.09 THROUGH C7.11.
3. PERMIT AREA: 2.4 ACRES
4. DISTURBED AREA: 1.5 ACRES
5. EXISTING BMP'S WITHIN THE PERMIT AREA SHALL BE MAINTAINED AS PART OF THIS PERMIT UNTIL SUCH TIME AS THEY ARE NO LONGER NECESSARY. WHEN NO LONGER NECESSARY, BMP'S SHALL BE REMOVED.

CIVIL RESOURCES

8308 COLORADO BLVD
SUITE 200
FIRESTONE, CO 80504
303.833.1416
WWW.CIVILRESOURCES.COM

RC SUPERIOR, LLC

3830 VALLEY CTR DR STE 705 PMB 381
SAN DIEGO, CA 92130

SUPERIOR TOWN CENTER
MCCASLIN BOULEVARD WATER TRANSMISSION MAIN
CONSTRUCTION PLANS

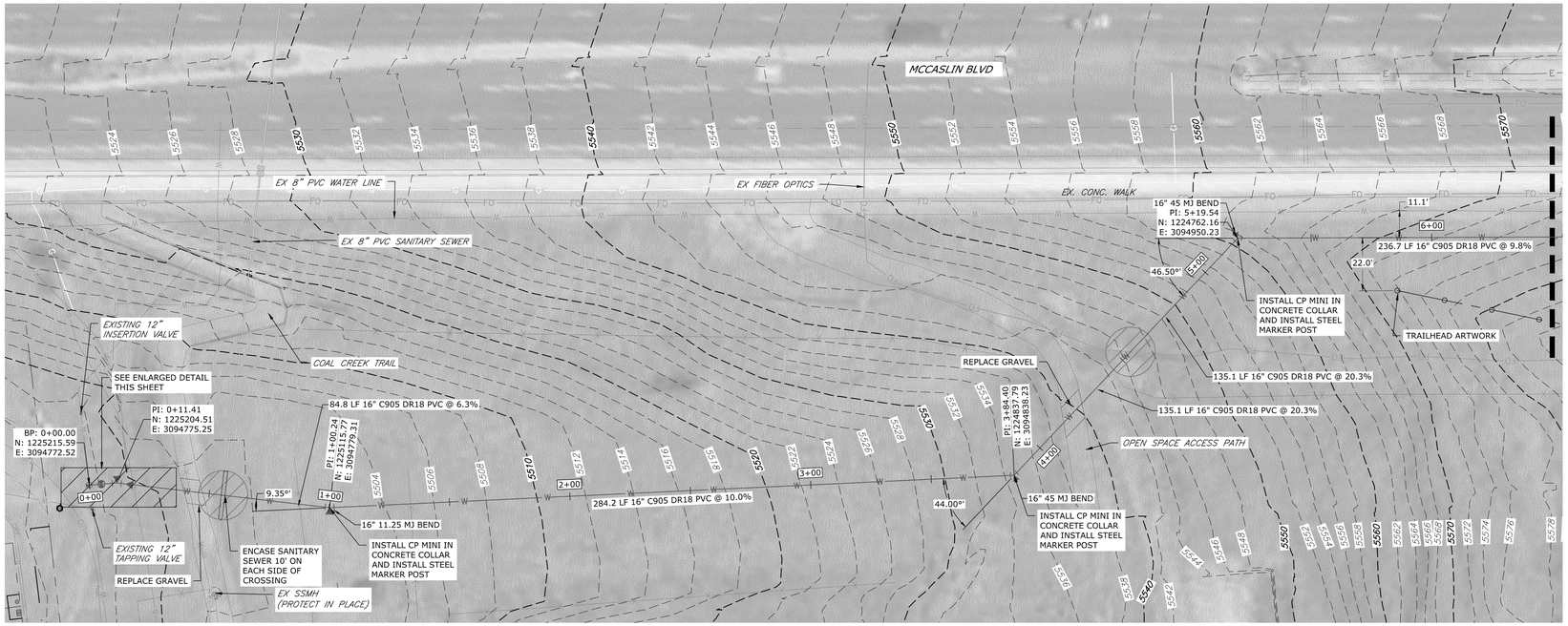
REVISIONS

NO.	DESCRIPTION	DATE
1	SUBMITTAL #2	11/16/22
2	SUBMITTAL #3	12/02/22
3	SUBMITTAL #4	02/07/22

DESIGNED BY: CMH
DRAWN BY: CMH
CHECKED BY: JAB
DATE: 4/22/2022
SCALE:
JOB NO.: 22800104
DWG NAME: STC_WAT-EXT EC P.dwg

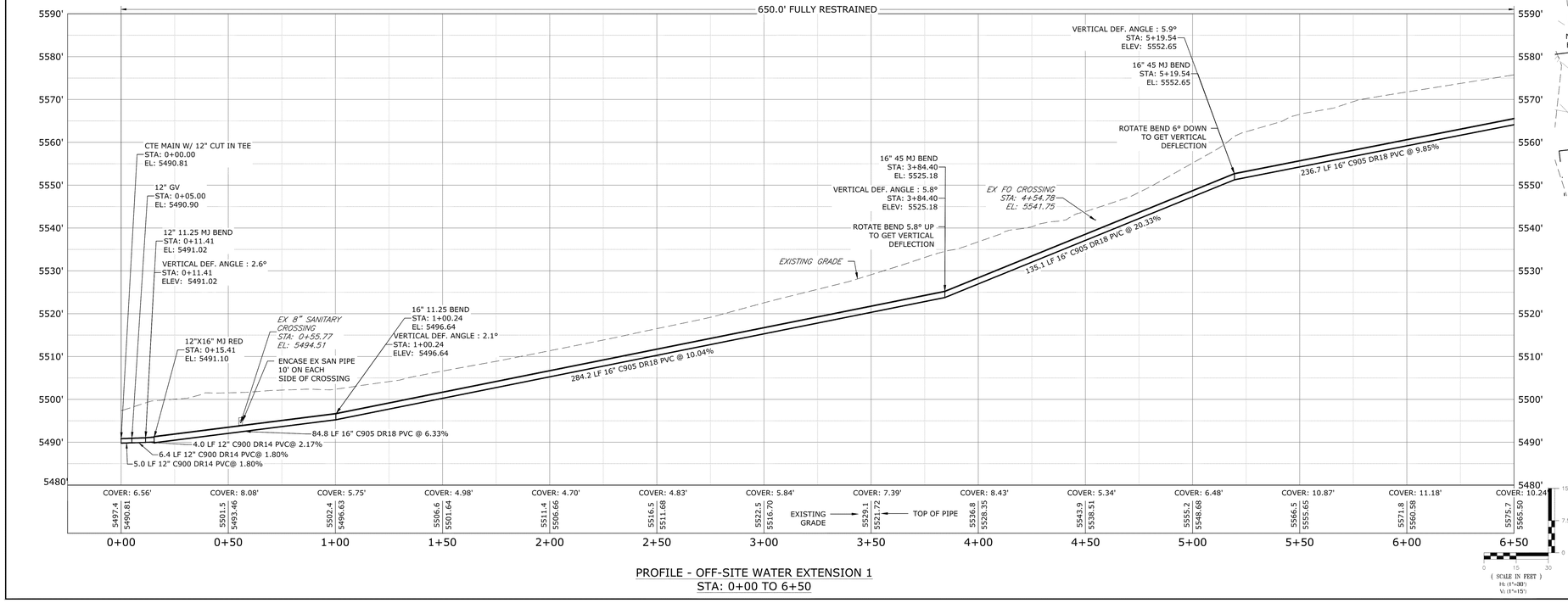
PARTIAL EROSION CONTROL PLAN 5

SHEET:
C2.4

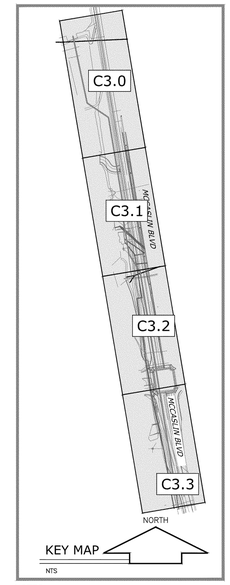


PLAN - OFF-SITE WATER EXTENSION 1
STA: 0+00 TO 6+50

811
KNOW WHAT'S BELOW
CALL BEFORE YOU DIG

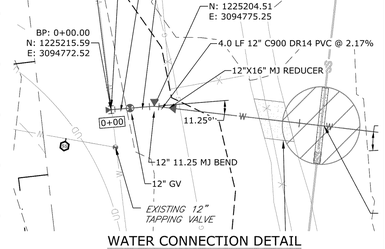


PROFILE - OFF-SITE WATER EXTENSION 1
STA: 0+00 TO 6+50



NOTES:

1. MARKER POSTS TO BE INSTALLED AT EACH BEND OUTSIDE OF ROADWAY PER TOWN OF SUPERIOR STANDARDS



WATER CONNECTION DETAIL
SCALE: (1"=20')

LEGEND

- PROPERTY LINE
- EX MAJOR CONTOURS — 5740
- EX MINOR CONTOURS
- INLET
- EX CHAINLINK FENCE
- EX GAS LINE
- EX WATER LINE — W
- EX RAW WATER LINE — RW
- EX STORM SEWER
- EX TELECOM — T
- EX IRRIGATION — IR
- EX UNDERGROUND ELECTRIC — E
- GRAVEL/DIRT
- ASPHALT
- CONCRETE
- PROPOSED WATER LINE — W

CIVIL RESOURCES
8308 COLORADO BLVD
SUITE 200
FIRESTONE, CO 80504
303.833.1416
WWW.CIVILRESOURCES.COM

RC SUPERIOR, LLC
3830 VALLEY CTR DR STE 705 PMB 381
SAN DIEGO, CA 92130

SUPERIOR TOWN CENTER
MCCASLIN BOULEVARD WATER TRANSMISSION MAIN
CONSTRUCTION PLANS

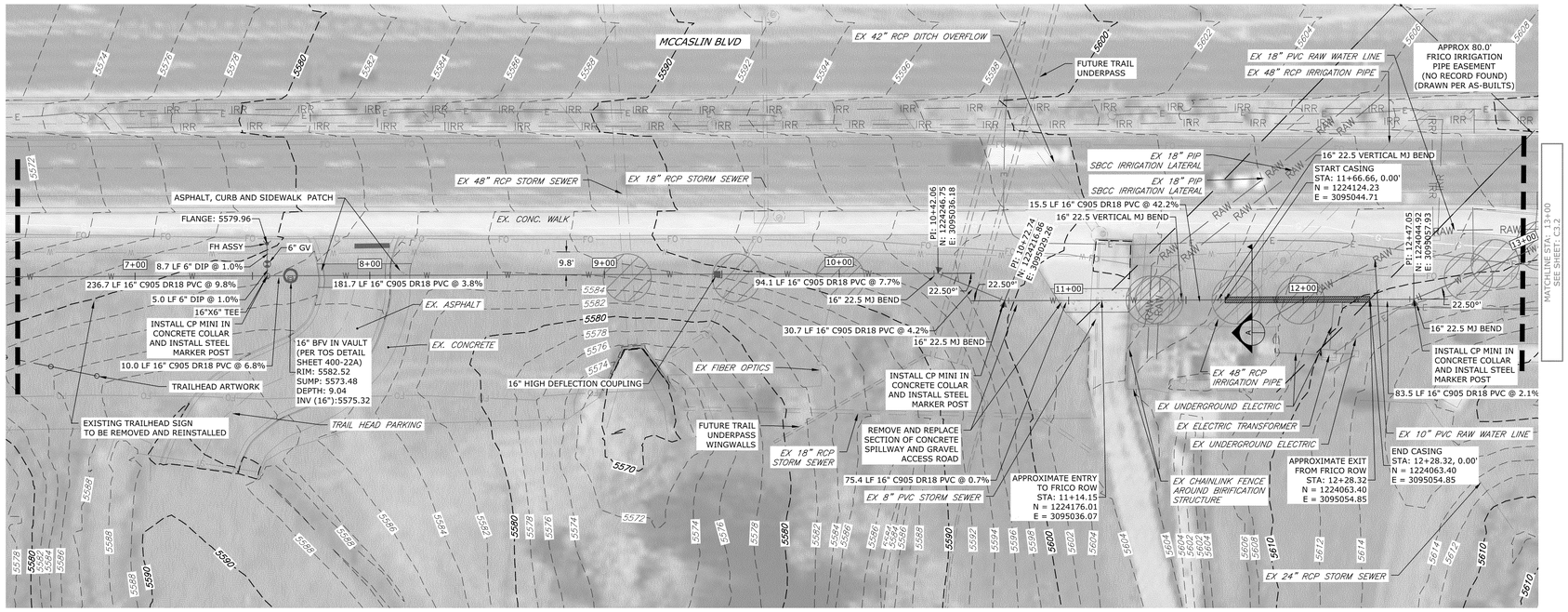
REVISIONS

NO.	DESCRIPTION	DATE
1	SUBMITTAL #2	11/16/22
2	SUBMITTAL #3	12/02/22
3	SUBMITTAL #4	02/07/22

DESIGNED BY: CMH
DRAWN BY: CMH
CHECKED BY: JAB
DATE: 4/22/2022
SCALE:
JOB NO.: 22800104
DWG NAME: STC_WAT-EXT PP.dwg

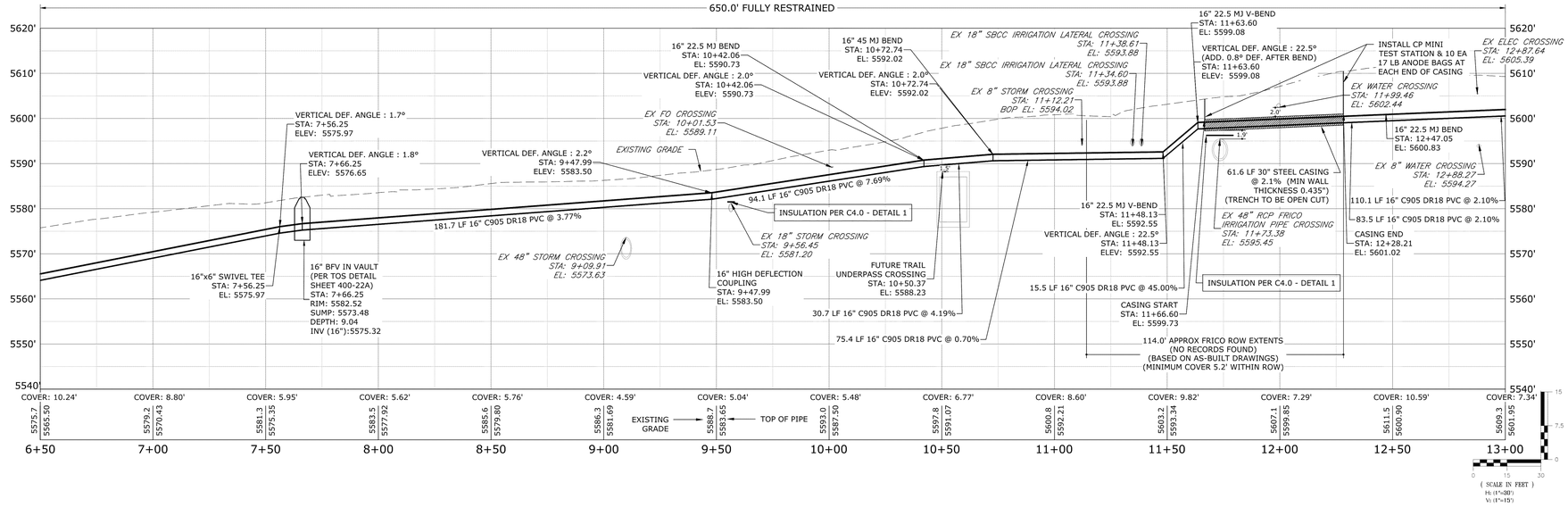
WATER PLAN AND PROFILE 1

SHEET:
C3.0

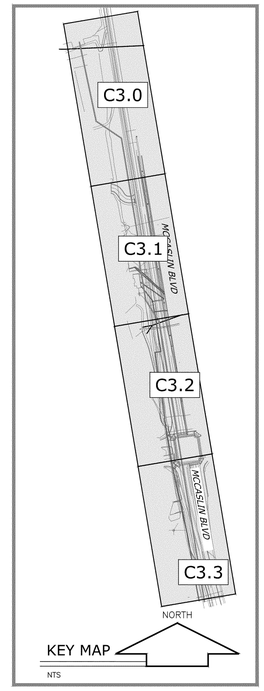


PLAN - OFF-SITE WATER EXTENSION 2
STA: 6+50 TO 13+00

811
KNOW WHAT'S BELOW
CALL BEFORE YOU DIG

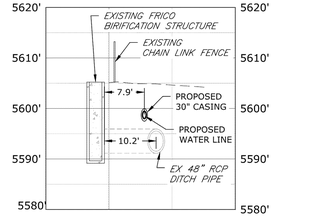


PROFILE - OFF-SITE WATER EXTENSION 2
STA: 6+50 TO 13+00



NOTES:

1. MARKER POSTS TO BE INSTALLED AT EACH BEND OUTSIDE OF ROADWAY PER TOWN OF SUPERIOR STANDARDS
2. CARE SHOULD BE TAKEN WHEN EXCAVATING AND BACKFILLING THE TRENCH NEAR THE BIFURCATION STRUCTURE. BACKFILL TO BE COMPACTED (TYP.) TO AVOID WEAKENED ZONE OF SOIL BEHIND THE BIFURCATION STRUCTURE.



SECTION A - TYPICAL DISTANCE FROM BIRIFICATION STRUCTURE

LEGEND

- PROPERTY LINE
- EX MAJOR CONTOURS — 5740 —
- EX MINOR CONTOURS
- INLET
- EX CHAINLINK FENCE
- EX GAS LINE — G —
- EX WATER LINE — W —
- EX RAW WATER LINE — RW —
- EX STORM SEWER
- EX TELECOM — T — T —
- EX IRRIGATION — IR —
- EX UNDERGROUND ELECTRIC — E —
- GRAVEL/DIRT
- ASPHALT
- CONCRETE
- PROPOSED WATER LINE — W —

CIVIL RESOURCES
8308 COLORADO BLVD
SUITE 200
FIRESTONE, CO 80504
303.833.1416
WWW.CIVILRESOURCES.COM

RC SUPERIOR, LLC
3830 VALLEY CTR DR STE 705 PMB 381
SAN DIEGO, CA 92130

SUPERIOR TOWN CENTER
MCCASLIN BOULEVARD WATER TRANSMISSION MAIN
CONSTRUCTION PLANS

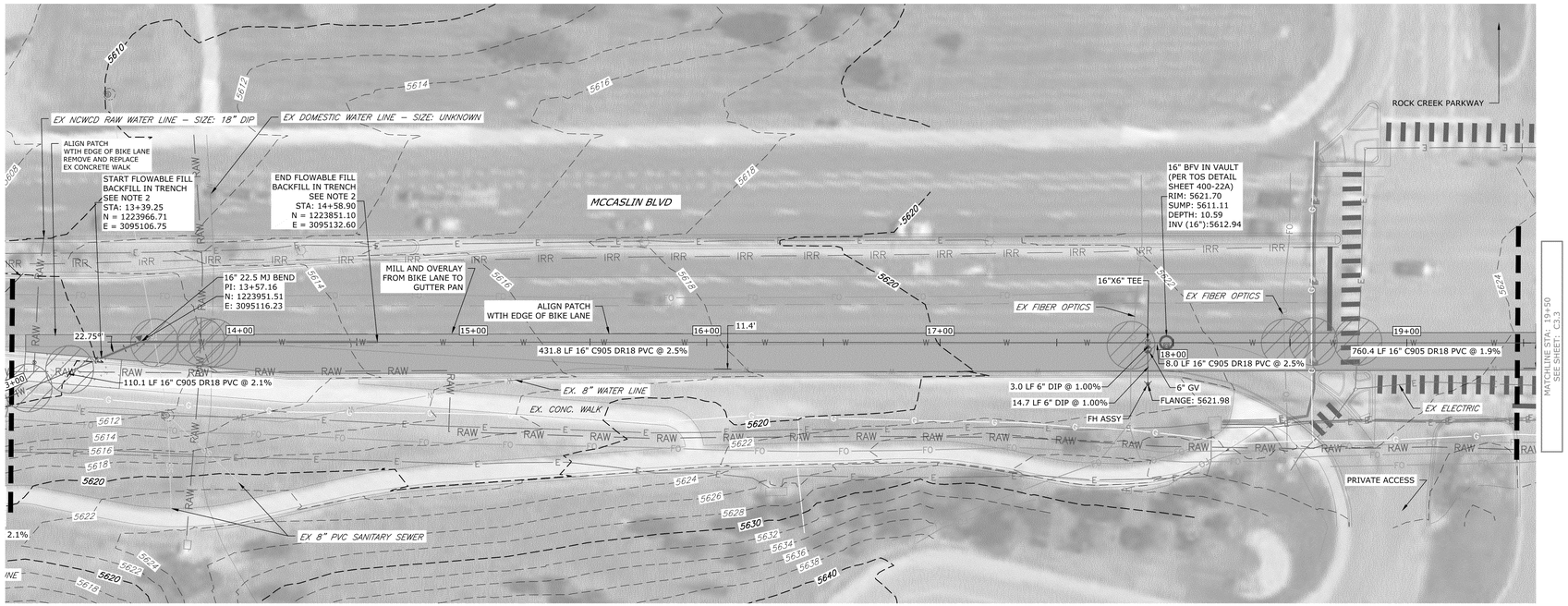
REVISIONS

NO.	DESCRIPTION	DATE
1	SUBMITTAL #2	11/16/22
2	SUBMITTAL #3	12/02/22
3	SUBMITTAL #4	02/07/22

DESIGNED BY: CMH
DRAWN BY: CMH
CHECKED BY: JAB
DATE: 4/22/2022
SCALE:
JOB NO.: 22800104
DWG NAME: STC_WAT-EXT PP.dwg

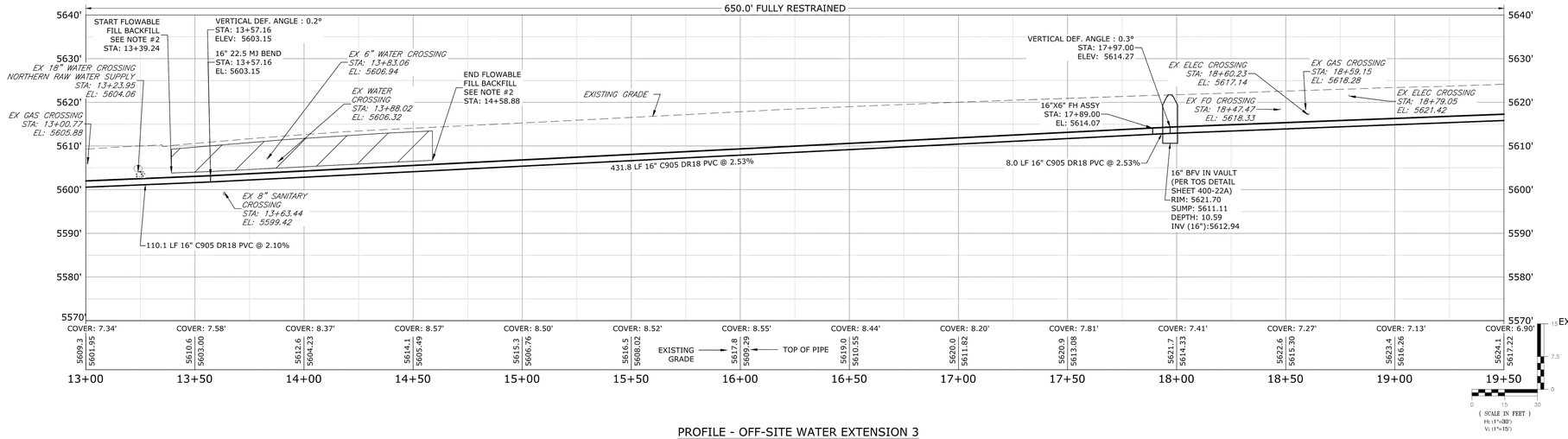
WATER PLAN AND PROFILE 2

SHEET:
C3.1

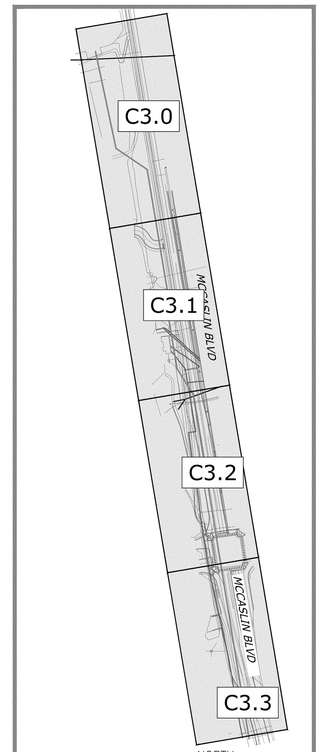


PLAN - OFF-SITE WATER EXTENSION 3
STA: 13+00 TO 19+50

811
KNOW WHAT'S BELOW CALL BEFORE YOU DIG



PROFILE - OFF-SITE WATER EXTENSION 3
STA: 13+00 TO 19+50



NOTES:

1. MARKER POSTS TO BE INSTALLED AT EACH BEND OUTSIDE OF ROADWAY PER TOWN OF SUPERIOR STANDARDS
2. CDOT FLOWABLE FILL BACKFILL ONLY REQUIRED IN ROADWAY FROM STA: 13+39.25 TO STA: 14+58.90. REMAINDER OF BACKFILL IN ROADWAY TO BE CLIV RECYCLED CONCRETE ABC PER TOWN OF SUPERIOR STANDARDS

LEGEND

- PROPERTY LINE
- EX MAJOR CONTOURS — 5740
- EX MINOR CONTOURS
- INLET
- EX CHAINLINK FENCE
- EX GAS LINE
- EX WATER LINE — W
- EX RAW WATER LINE — RW
- EX STORM SEWER
- EX TELECOM — T
- EX IRRIGATION — IR
- EX UNDERGROUND ELECTRIC — E
- GRAVEL/DIRT
- ASPHALT
- CONCRETE
- PROPOSED WATER LINE — W

CIVIL RESOURCES
8308 COLORADO BLVD
SUITE 200
FIRESTONE, CO 80504
303.833.1416
WWW.CIVILRESOURCES.COM

RC SUPERIOR, LLC
3830 VALLEY CTR DR STE 705 PMB 381
SAN DIEGO, CA 92130

SUPERIOR TOWN CENTER
MCCASLIN BOULEVARD WATER TRANSMISSION MAIN
CONSTRUCTION PLANS

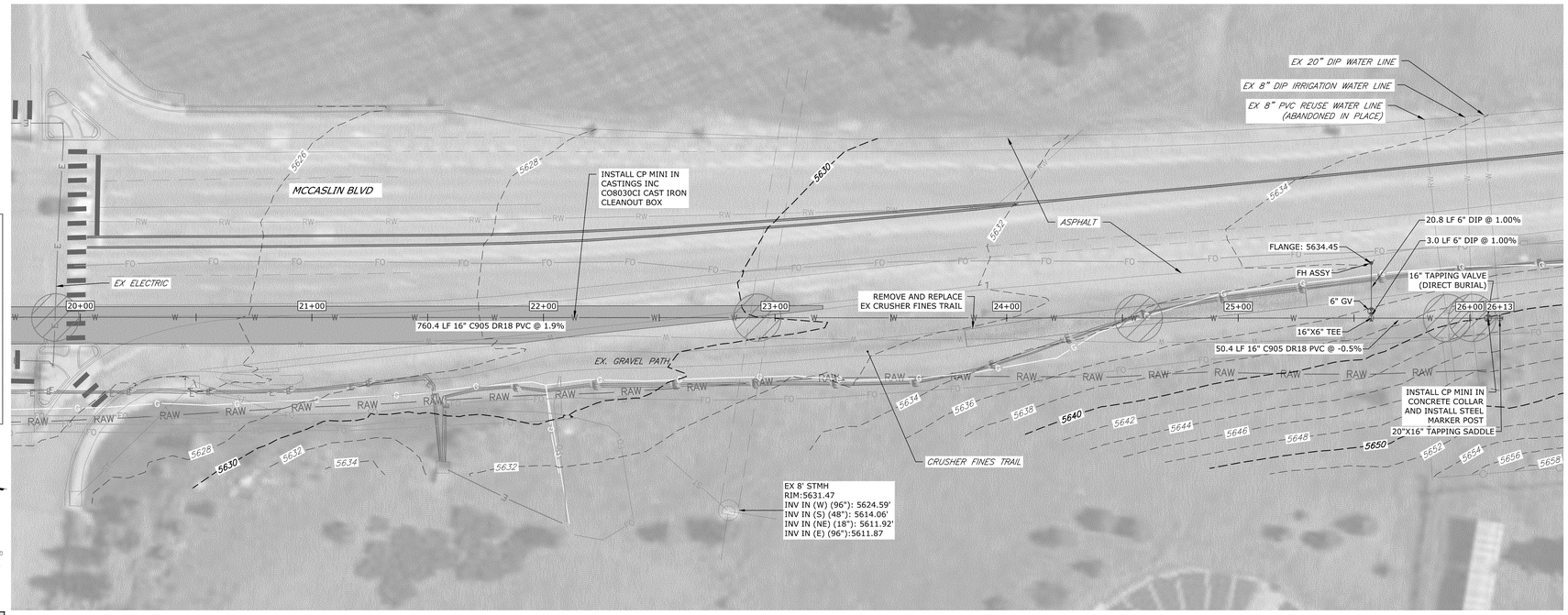
REVISIONS

NO.	DESCRIPTION	DATE
1	SUBMITTAL #2	11/16/22
2	SUBMITTAL #3	12/02/22
3	SUBMITTAL #4	02/07/22

DESIGNED BY: CMH DATE: 4/22/2022
DRAWN BY: CMH SCALE:
CHECKED BY: JAB
JOB NO.: 22800104
DWG NAME: STC_WAT-EXT PP.dwg

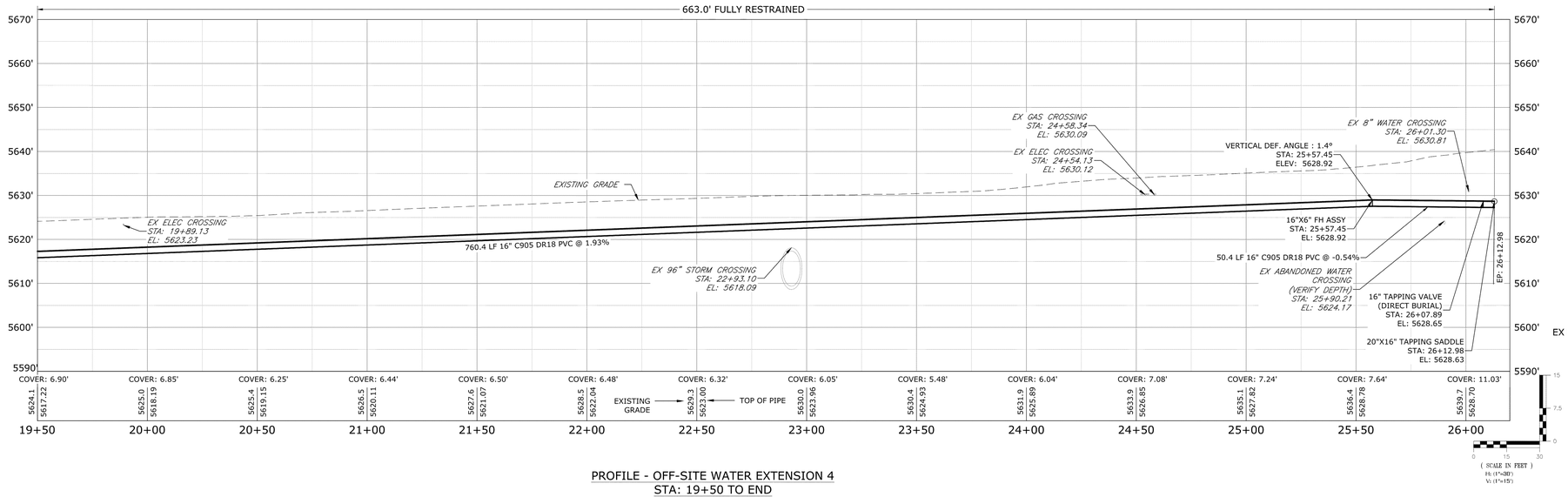
WATER PLAN AND PROFILE 3

SHEET: C3.2

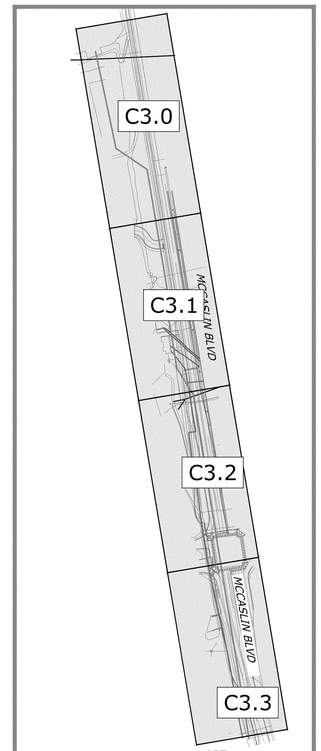


811
KNOW WHAT'S BELOW
CALL BEFORE YOU DIG

PLAN - OFF-SITE WATER EXTENSION 4
STA: 19+50 TO END



PROFILE - OFF-SITE WATER EXTENSION 4
STA: 19+50 TO END



KEY MAP
NTS

NOTES:

1. MARKER POSTS TO BE INSTALLED AT EACH BEND OUTSIDE OF ROADWAY PER TOWN OF SUPERIOR STANDARDS

LEGEND

- PROPERTY LINE
- EX MAJOR CONTOURS (5740)
- EX MINOR CONTOURS
- INLET
- EX CHAINLINK FENCE
- EX GAS LINE
- EX WATER LINE (W)
- EX RAW WATER LINE (RW)
- EX STORM SEWER
- EX TELECOM (T)
- EX IRRIGATION (IR)
- EX UNDERGROUND ELECTRIC (E)
- GRAVEL/DIRT
- ASPHALT
- CONCRETE
- PROPOSED WATER LINE (W)

CIVIL RESOURCES
8308 COLORADO BLVD
SUITE 200
FIRESTONE, CO 80504
303.833.1416
WWW.CIVILRESOURCES.COM

RC SUPERIOR, LLC
3830 VALLEY CTR DR STE 705 PMB 381
SAN DIEGO, CA 92130

SUPERIOR TOWN CENTER
MCCASLIN BOULEVARD WATER TRANSMISSION MAIN
CONSTRUCTION PLANS

REVISIONS

NO.	DESCRIPTION	DATE
1	SUBMITTAL #2	11/16/22
2	SUBMITTAL #3	12/02/22
3	SUBMITTAL #4	02/07/22

DESIGNED BY: CMH
DRAWN BY: CMH
CHECKED BY: JAB
DATE: 4/22/2022
SCALE:
JOB NO.: 22800104
DWG NAME:STC_WAT-EXT PP.dwg

WATER PLAN AND PROFILE 4

SHEET:
C3.3

GENERAL WATER DISTRIBUTION PIPELINE NOTES

1. WATER DISTRIBUTION PIPELINES SHALL BE EITHER POLYVINYL CHLORIDE (PVC) PRESSURE PIPE OR DUCTILE IRON PIPE (DIP).
2. PIPES 12 INCHES OR SMALLER SHALL BE MINIMUM AWWA C900 DR 14 CLASS 305 PVC OR AWWA C151 CLASS 250 DIP. THE TOWN MAY REQUIRE PIPELINES 12 INCHES OR SMALLER TO BE DESIGNED ON A CASE BY CASE BASIS.
3. PIPES LARGER THAN 12 INCHES SHALL BE MINIMUM CLASS 250 DIP OR AWWA C905 DR18 CLASS 235. THE TOWN REQUIRES ALL PIPES LARGER THAN 12 INCHES BE DESIGNED AND APPROPRIATE DESIGN CALCULATIONS TO BE SUBMITTED.

DUCTILE IRON PIPE

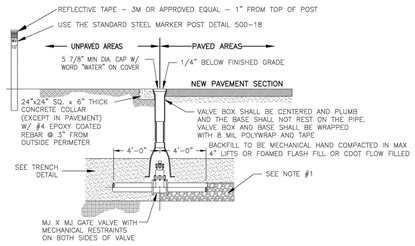
1. DUCTILE IRON PIPE SHALL BE MANUFACTURED IN ACCORDANCE WITH AWWA C151.
2. PIPE JOINTS SHALL BE PUSH-ON SINGLE GASKET THAT CONFORM TO THE APPLICABLE REQUIREMENTS OF AWWA C111. OTHER JOINT TYPES MAY BE ACCEPTABLE IF THEY ARE SPECIFICALLY APPROVED BY THE TOWN.
3. PIPE SHALL HAVE A NOMINAL LAYING OF LENGTH OF 20 FEET. RANDOM LENGTHS ARE NOT ACCEPTABLE.
4. THE GRADE OF IRON SHALL BE 60/42/10.
5. PIPE SHALL HAVE STANDARD THICKNESS CEMENT-MORTAR LINING OR BE EPOXY LINED IN ACCORDANCE WITH AWWA STANDARDS AND SHALL BE GIVEN A SEAL COAT OF ASPHALTIC MATERIAL.
6. THE MANUFACTURER SHALL FURNISH A SWORN STATEMENT THAT THE INSPECTION AND ALL OF THE SPECIFIED TESTS HAVE BEEN COMPLETED AND THAT THE RESULTS COMPLY WITH THE REQUIREMENTS OF THESE STANDARDS. A COPY OF THE CERTIFICATION, INCLUDING COMPLIANCE WITH ANSI/NSF 61, SHALL BE SENT TO THE TOWN.
7. ACCEPTABLE MANUFACTURERS INCLUDE AMERICAN CAST IRON PIPE COMPANY, GRIFFIN PIPE PRODUCTS COMPANY, PACIFIC STATES CAST IRON PIPE COMPANY, AND UNITED STATES PIPE AND FOUNDRY COMPANY.
8. DUCTILE IRON PIPE THAT IS TO BE INSTALLED IN THE TOWN SHALL BE MANUFACTURED DOMESTICALLY.
9. ALL JOINTS SHALL BE MECHANICALLY RESTRAINED.

POLYVINYL CHLORIDE PRESSURE PIPE

1. PVC PIPE SHALL BE MANUFACTURED IN ACCORDANCE WITH AWWA C900, OR AWWA C905 AS APPLICABLE.
2. PIPE JOINTS SHALL BE MADE USING AN INTEGRAL BELL WITH AN ELASTOMERIC GASKET PUSH-ON TYPE JOINT.
3. PVC PIPE 12 INCHES AND SMALLER SHALL BE DR 14 CLASS 305. PVC PIPE LARGER THAN 12 INCHES SHALL BE DR 18 CLASS 235.
4. PIPE SHALL HAVE A NOMINAL LAYING LENGTH OF 20 FEET. RANDOM LENGTHS ARE NOT ACCEPTABLE.
5. PVC PIPE UTILIZING FUSED BUTT-JOINTS MAY BE ALLOWED IF APPROVED BY THE TOWN.
6. THE MANUFACTURER SHALL FURNISH A SWORN STATEMENT THAT THE INSPECTION AND ALL OF THE SPECIFIED TESTS HAVE BEEN COMPLETED AND THAT THE RESULTS COMPLY WITH THE REQUIREMENTS OF THESE STANDARDS. A COPY OF THE CERTIFICATION, INCLUDING COMPLIANCE WITH ANSI/NSF 61, SHALL BE SENT TO THE TOWN.
7. ACCEPTABLE MANUFACTURERS INCLUDE CERTAINTEED CORPORATION, JM EAGLE, IPEX, DIAMOND PLASTIC CORPORATION, NORTH AMERICAN PIPE CORPORATION, AND VINYLTECH CORPORATION.
8. ALL JOINTS SHALL BE MECHANICALLY RESTRAINED.

Town of Superior — Gateway to Boulder Valley

GENERAL WATER DISTRIBUTION PIPELINE NOTES	
DATE: JANUARY 2019	SHEET 400-1



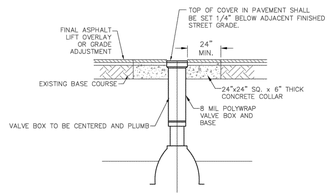
NOTES:

1. CARE SHALL BE TAKEN WHEN INSTALLING VALVES TO ASSURE PROPER SUPPORT OF THE VALVE. THE TOWN REQUIRES 6" MIN. OF 3/4" CRUSHED ROCK TO BE INSTALLED UNDER THE VALVE TO PROVIDE PROPER SUPPORT.
2. VALVES SHALL NOT BE PLACED IN CONCRETE SIDEWALKS, CROSS PANS, GUTTERS, OR OTHER DRAINAGE WAYS.
3. OPERATING NUTS SHALL NOT BE SET CLOSER THAN TWO (2) FEET FROM FINAL GRADE.
4. GATE VALVE SHALL BE POLYETHYLENE WRAPPED (8 MIL).
5. CONCRETE COLLARS & MARKER POSTS ARE REQUIRED WHEN VALVE IS LOCATED IN AN UNPAVED AREA.
6. VALVE BOXES ARE TO BE BROUGHT UP TO GRADE AT THE TIME OF PAVEMENT PLACEMENT OR OVERLAY. VALVE BOX ADJUSTING RINGS ARE NOT ALLOWED.
7. VALVE BOXES TO BE CASTING, INC. W CI-550 WITH 160 OVAL BASE, NO ALTERNATE. FOR REUSE IRRIGATION TOP SHALL BE CASTINGS, INC. 4TCI-17-S TRIANGLE RITE HITE TOP.
8. HEAT ASPHALT PRIOR TO ADJUSTING BOX.
9. SEE TOWN OF SUPERIOR STANDARDS AND SPECIFICATIONS SECTION 343.00 FOR BEDDING REQUIREMENTS.

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

Town of Superior — Gateway to Boulder Valley

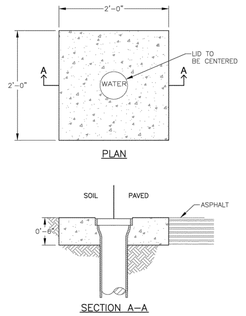
VALVE BOX	
DATE: JANUARY 2019	SHEET 400-5



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

Town of Superior — Gateway to Boulder Valley

VALVE BOX ADJUSTMENT	
DATE: JANUARY 2019	SHEET 400-6



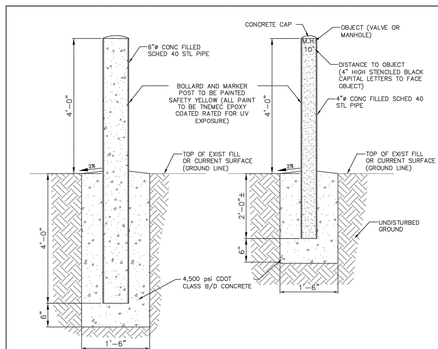
NOTES:

1. HAND MIXED CONCRETE IS PROHIBITED
2. CONCRETE TO BE EDGED AND BROOM FINISHED
3. COLLAR TO BE SQUARE AND LEVEL

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

Town of Superior — Gateway to Boulder Valley

VALVE BOX AND CONCRETE COLLAR FOR TEST STATION	
DATE: JANUARY 2019	SHEET 400-7



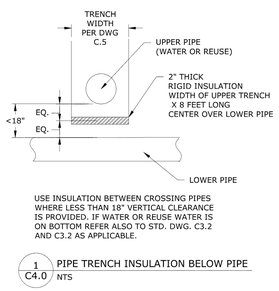
NOTES:

1. BOLLARD DETAIL USED TO PROTECT OBJECTS SUCH AS FIRE HYDRANTS, SAMPLING STATIONS, ETC.
2. MARKER POST DETAIL USED FOR LOCATING MANHOLES, VALVE BOXES NOT INSTALLED IN CONCRETE OR ASPHALT.

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

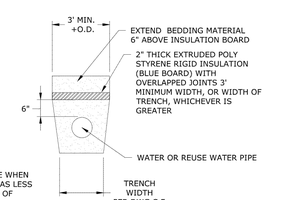
Town of Superior — Gateway to Boulder Valley

BOLLARD DETAIL	
DATE: JANUARY 2019	SHEET 400-49



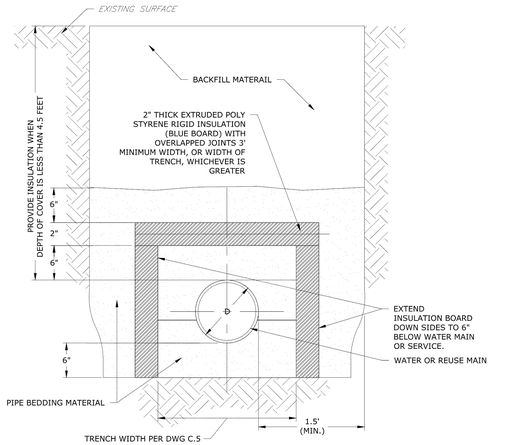
USE INSULATION BETWEEN CROSSING PIPES WHERE LESS THAN 18" VERTICAL CLEARANCE IS PROVIDED. IF WATER OR REUSE WATER IS ON BOTTOM REFER ALSO TO STD. DWG. C3.2 AND C3.2 AS APPLICABLE.

1 C4.0 PIPE TRENCH INSULATION BELOW PIPE
NTS



NOTE: FOR USE WHEN WET UTILITY HAS LESS THAN 4.5 FEET OF COVER

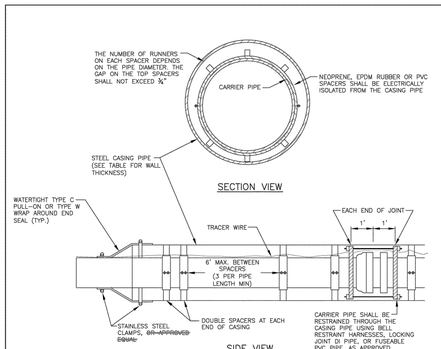
1A C4.0 OPTION #1 - INSULATED TRENCH FOR WATER AND REUSE
NTS



1B C4.0 OPTION #2 -INSULATED TRENCH FOR WATER AND REUSE
NTS

INSULATION NOTES:

1. INSULATION BOARD TO BE CLOSED CELL, EXTRUDED POLYSTYRENE FOAM MEETING ASTM 578, TYPE VI, 60 PSI COMPRESSING STRENGTH (ASTM D1621) 0.3% MAX. WATER ABSORBTION (ASTM C272).
2. BACKFILL MATERIAL AROUND INSULATION MUST BE FINE SAND FREE FROM ROOTS, ORGANIC MATTER, OR OTHER INJURIOUS MATERIALS.
3. OVERLAP ALL INSULATION BOARD JOINTS.



CARRIER PIPE NOMINAL #	CASING PIPE MIN OD	CASING PIPE MIN WALL THICKNESS
4"	12"	0.188"
6"	16"	0.25"
8"	18"	0.282"
12"	24"	0.344"
16"	30"	0.438"
20"	36"	0.438"

NOTE:

THE ANNULAR SPACE BETWEEN THE CASING AND CARRIER PIPES SHALL NOT BE FILLED WITH ANY MATERIAL.

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

Town of Superior — Gateway to Boulder Valley

JACKING DETAIL	
DATE: JANUARY 2019	SHEET 400-39

CIVIL RESOURCES

8308 COLORADO BLVD
SUITE 200
FIRESTONE, CO 80504
303.833.1416
WWW.CIVILRESOURCES.COM

RC SUPERIOR, LLC
3830 VALLEY CTR DR STE 705 PMB 381
SAN DIEGO, CA 92130

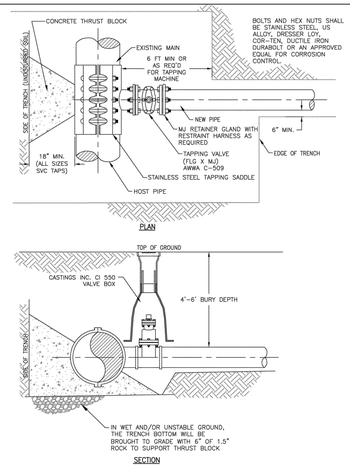
SUPERIOR TOWN CENTER
MCCASLIN BOULEVARD WATER TRANSMISSION MAIN
CONSTRUCTION PLANS

REVISIONS		
NO.	DESCRIPTION	DATE
1	SUBMITTAL #2	11/16/22
2	SUBMITTAL #3	12/02/22
3	SUBMITTAL #4	02/07/22

DESIGNED BY: CMH
DRAWN BY: CMH
CHECKED BY: JAB
DATE: 4/22/2022
SCALE:
JOB NO.: 22800104
DWG NAME: STC_WAT-EXT DETAILS.dwg

DETAILS 1

SHEET:
C4.0

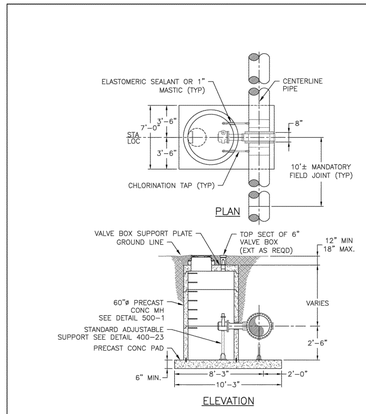


NOTES:

1. THE TOWN SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO TAPPING. THE TOWN'S REPRESENTATIVE SHALL BE ON SITE DURING TAPPING.
2. ALL FITTINGS TO RECEIVE DOUBLE POLYWRAP PRIOR TO BACKFILL OR POURING OF CONCRETE THRUST BLOCKS.

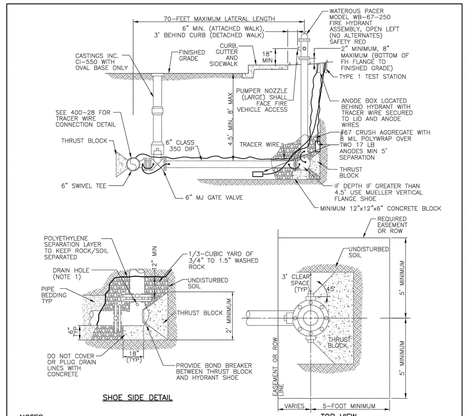
THESE DETAILS ARE PROVIDED FOR STANDARDIZATION PURPOSES ONLY. THIS DETAIL REPRESENTS MINIMUM DESIGN STANDARDS WHICH MAY REQUIRE UPGRADING FOR SPECIFIC APPLICATIONS. N.T.S.

WET TAP CONNECTION 4" & LARGER TAP	
DATE: JANUARY 2019	SHEET 400-16



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

BUTTERFLY VALVE INSTALLATION IN WATERLINES ~~LARGER THAN 16"~~ (2 OF 2)	
DATE: JANUARY 2019	SHEET 400-22a

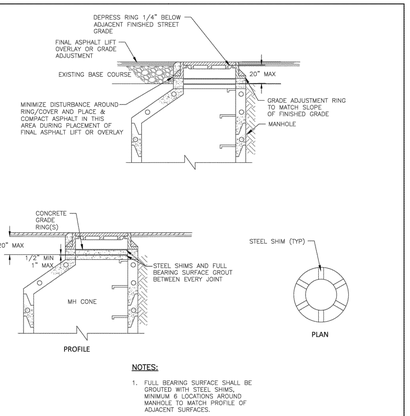


NOTES:

1. ALL FITTINGS, DI PIPE, AND HYDRANT BARREL SHALL BE POLYETHYLENE WRAPPED PER AWWA C-105. PROVIDE PERFORATION AT HYDRANT DRAIN HOLES.
2. TREES, SHRUBS, AND STRUCTURES SHALL NOT BE LOCATED WITHIN THE UTILITY EASEMENT OR RIGHT-OF-WAY FOR THE HYDRANT. HYDRANT UTILITY EASEMENTS AND RIGHTS-OF-WAY SHALL BE 10-FOOT WIDE (MIN), AND EXTEND 5-FEET BEHIND THE HYDRANT. VARIANCES FROM THIS ENCROACHMENT CRITERIA WILL REQUIRE THE WRITTEN APPROVAL OF THE FIRE MARSHALL.
3. PRIOR TO PUTTING THE HYDRANT INTO SERVICE THE FOLLOWING SHALL BE PERFORMED: NOZZLE THREADS SHALL BE GREASED, OIL RESERVOIR SHALL BE FILLED, AND HYDRANTS SHALL BE PAINTED "RUSTOLEUM" HIGH PERFORMANCE ENAMEL (#7564, SAFETY RED).
4. THE ENTIRE PIPING ASSEMBLY (HYDRANT SHOE TO CONNECTION AT MAIN) SHALL BE RESTRAINED.
5. THE VALVE NUT SHALL HAVE A MAXIMUM BURIED DEPTH OF 4'-6" FROM FINISHED GRADE.

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

FIRE HYDRANT INSTALLATION DETAIL	
DATE: JANUARY 2019	SHEET 400-17

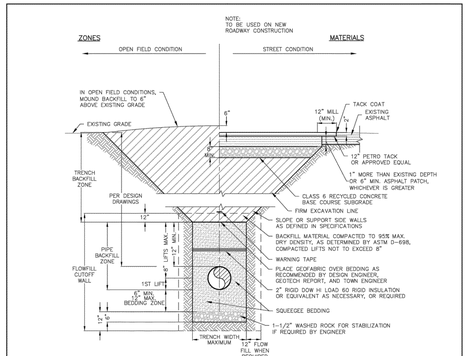


NOTES:

1. FULL BEARING SURFACE SHALL BE GROUTED 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



PIPE DIAMETER (INCHES) 4 and smaller	MAXIMUM TRENCH WIDTH (INCHES) 22
6	24
8	26
10	28
12	30
14	32
16	34
18	36
20	38
24	44
30	48
36	54

SQUEEGEE SAND

SIEVE SIZE	% PASSING
3/8"	100
NO. 200	0-5

% PASSING IS TOTAL PERCENT PASSING BY WEIGHT

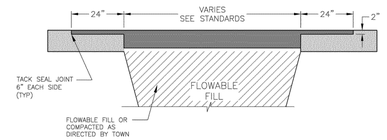
THESE DETAILS ARE PROVIDED FOR STANDARDIZATION PURPOSES ONLY. THIS DETAIL REPRESENTS MINIMUM DESIGN STANDARDS WHICH MAY REQUIRE UPGRADING FOR SPECIFIC APPLICATIONS. N.T.S.

TYPICAL WATER MAIN, REUSE, AND SERVICE LINE BEDDING AND BACKFILL DETAIL	
DATE: JANUARY 2019	SHEET 400-25

	MINIMUM ASPHALT PATCH THICKNESS			
	ZONING			
STREET CLASSIFICATION	INDUSTRIAL		ALL OTHER	
	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:

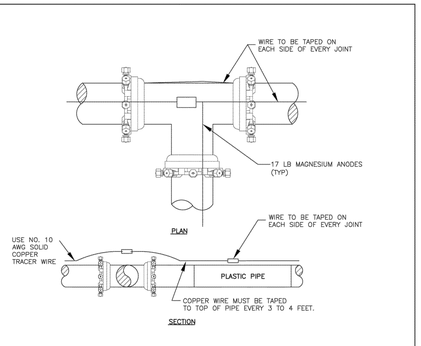
1. PATCHBACK IS TO BE USED ON EXISTING ROADWAYS.
2. CDOT FLOW FILL, OR FOAM FLASH FILL FOR TRENCH BACKFILL.
3. PAVEMENT CUTS WILL NOT BE ALLOWED WITHOUT TOWN ENGINEER APPROVAL WITHIN SEVEN (7) YEARS AFTER A STREET HAS BEEN CONSTRUCTED, RECONSTRUCTED, OR OVERLAID. EMERGENCY REPAIRS ARE EXEMPT.
4. SEE 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

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

TRENCH PATCHBACK DETAIL	
DATE: JANUARY 2019	SHEET 500-11a

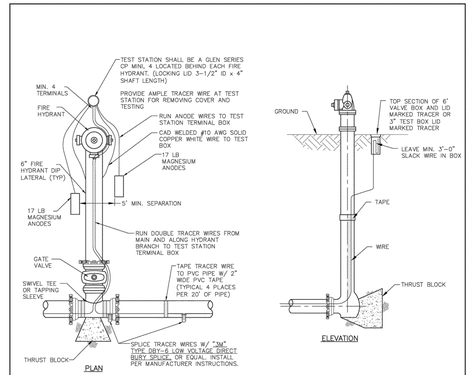


NOTES:

1. ALL TRACER WIRES TERMINATE IN A TEST STATION (CP MIN).
2. BLUE TRACER WIRE REQUIRED ON DOMESTIC WATER LINE.
3. PURPLE TRACER WIRE REQUIRED ON REUSE WATER LINE.
4. GREEN TRACER WIRE REQUIRED ON FORCE MAIN.

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

TRACER WIRE ON PLASTIC PIPE	
DATE: JANUARY 2019	SHEET 400-27



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

TRACER WIRE AT FIRE HYDRANT	
DATE: JANUARY 2019	SHEET 400-28

CIVIL RESOURCES
8308 COLORADO BLVD
SUITE 200
FIRESTONE, CO 80504
303.833.1416
WWW.CIVILRESOURCES.COM

RC SUPERIOR, LLC
3830 VALLEY CTR DR STE 705 PMB 381
SAN DIEGO, CA 92130

SUPERIOR TOWN CENTER
MCCASLIN BOULEVARD WATER TRANSMISSION MAIN
CONSTRUCTION PLANS

REVISIONS		
NO.	DESCRIPTION	DATE
1	SUBMITTAL #2	11/16/22
2	SUBMITTAL #3	12/02/22
3	SUBMITTAL #4	02/07/22

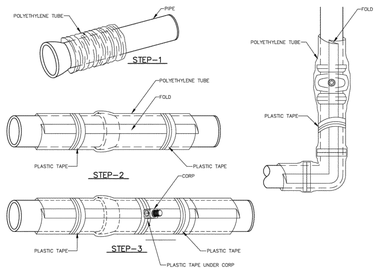
DESIGNED BY:	CMH	DATE: 4/22/2022
DRAWN BY:	CMH	SCALE:
CHECKED BY:	JAB	
JOB NO.:	22800104	
DWG NAME:	STC_WAT-EXT DETAILS.dwg	

DETAILS 2

SHEET:

C4.1

P:\16143 2016 Superior Standards\Superior Specs\Drawings\Details\Section 400 - Water\W400-25 Typical Trench modified.dwg, Layout1, 11/15/2019 11:44:56 AM



FIELD INSTALLATION–POLYETHYLENE WRAP

STEP–1 PLACE TUBE OF POLYETHYLENE MATERIAL AROUND PIPE PRIOR TO LOWERING PIPE INTO TRENCH.

STEP–2 PULL THE TUBE OVER THE LENGTH OF THE PIPE. TAPE TUBE TO PIPE AT JOINT. FOLD MATERIAL AROUND THE ADJACENT SPIGOT END AND WRAP WITH TAPE TO HOLD THE PLASTIC TUBE IN PLACE.

STEP–3 OVERLAP FIRST TUBE WITH ADJACENT TUBE AND SECURE WITH PLASTIC ADHESIVE TAPE. THE POLYETHYLENE TUBE MATERIAL COVERING THE PIPE SHALL BE LOOSE. EXCESS MATERIAL SHALL BE NEATLY DRAWN UP AROUND THE PIPE BARREL, FOLDED ON TOP OF THE PIPE AND TAPED IN PLACE.

NOTE:

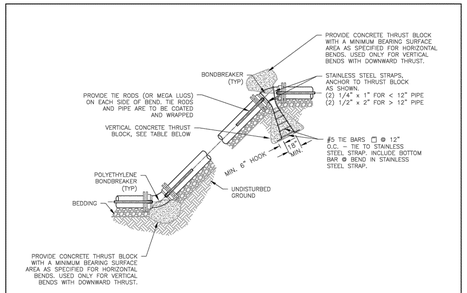
1. POLYETHYLENE SHALL BE MINIMUM 8–MIL THICKNESS WATER PIPE SHALL BE WRAPPED IN BLUE. REUSE WATER PIPE SHALL BE WRAPPED IN PURPLE. FORCE MAIN IN GREEN.

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

Town of Superior — Gateway to Boulder Valley®

POLYETHYLENE WRAP FOR IRON PIPE & FITTINGS

DATE: JANUARY 2019 | SHEET 400–29



MINIMUM VOLUME OF CONCRETE FOR UPPER FITTING VERTICAL THRUST BLOCK IN CU. FT.

PIPE SIZE	11–1/4° BEND	22–1/2° BEND	45° BEND
4"	4	8	15
6"	9	18	33
8"	16	31	58
10"	25	49	90
12"	36	70	129

NOTE:

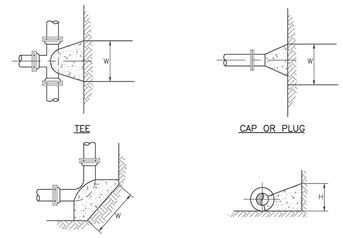
1. JOINTS AND BOLTS SHALL BE ACCESSIBLE FOR REPAIRS AFTER THRUST BLOCK IS PLACED

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

Town of Superior — Gateway to Boulder Valley®

LOWERING FOR UTILITY CROSSING

DATE: JANUARY 2019 | SHEET 400–37



MINIMUM THRUST AREA IN SQUARE FEET

PIPE SIZE	11–1/4° BEND	22–1/2° BEND	45° BEND	90° BEND	TEE (BRANCH SIZE OR CAP)
6"	3.0	4.0	7.0	13.0	9.0
8"	3.0	6.0	12.0	21.0	16.0
12"	7.0	14.0	26.5	45.0	34.0
16"	11.5	23.0	43.5	62.0	57.0

NOTES:

1. PLACE CONCRETE AGAINST UNDISTURBED SOIL.
2. JOINTS AND BOLTS SHALL BE ACCESSIBLE FOR REPAIRS AFTER THRUST BLOCK IS PLACED.
3. PROVIDE POLYETHYLENE BOND BREAKER.
4. CONCRETE TO BE CDOT 4,500 psi CLASS B/D. HAND MIXED CONCRETE PROHIBITED.

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

Town of Superior — Gateway to Boulder Valley®

CONCRETE THRUST BLOCKS BEARING SURFACES AND INSTALLATION – SHEET 1 OF 2

DATE: JANUARY 2019 | SHEET 400–43

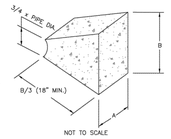
MINIMUM DIMENSIONS FOR THRUST BLOCKS

FITTING SIZE	TEES & PLUGS		90° BEND		45° BENDS & WYES	
	A	B	A	B	A	B
4"	1'–7"	1'–2"	1'–9"	1'–6"	1'–8"	0'–10"
6"	2'–0"	1'–11"	2'–5"	2'–2"	1'–10"	1'–7"
8"	2'–8"	2'–6"	3'–2"	3'–0"	2'–5"	2'–1"
10"	3'–4"	3'–3"	4'–0"	3'–10"	3'–0"	2'–8"
12"	4'–0"	3'–10"	4'–8"	4'–6"	3'–8"	3'–3"
14"	5'–5"	3'–10"	6'–6"	4'–11"	4'–9"	3'–5"
20"	5'–0"	5'–0"	6'–0"	6'–0"	5'–0"	4'–0"
24"	6'–0"	6'–0"	7'–0"	7'–0"	5'–0"	5'–0"
30"	7'–6"	7'–6"	8'–0"	8'–0"	6'–3"	6'–3"

FITTING SIZE	REDUCERS & 22 1/2° BENDS		11 1/4° BENDS	
	A	B	A	B
4"	1'–7"	0'–4"	0'–6"	0'–6"
6"	1'–9"	0'–10"	1'–0"	0'–6"
8"	1'–9"	1'–6"	1'–0"	1'–0"
10"	2'–2"	1'–11"	1'–6"	1'–0"
12"	2'–7"	2'–3"	2'–0"	1'–0"
14"	3'–5"	2'–5"	2'–0"	1'–6"
20"	3'–6"	3'–0"	3'–0"	3'–0"
24"	4'–6"	3'–0"	3'–0"	3'–0"
30"	4'–9"	4'–6"	3'–3"	3'–3"

GENERAL NOTES:

1. BEARING SURFACE AREAS SHOWN IN CHART ARE MINIMUM.
2. BASED ON 150 P.S.I. INTERNAL PIPE OPERATING PRESSURE.
3. SOIL BEARING CAPACITY = 1000 LB./SQ. FT.
4. ALL FITTINGS TO BE WRAPPED WITH POLYETHYLENE (MINIMUM 8 MIL).
5. 4500 psi CONCRETE. SEE SECTION 800.

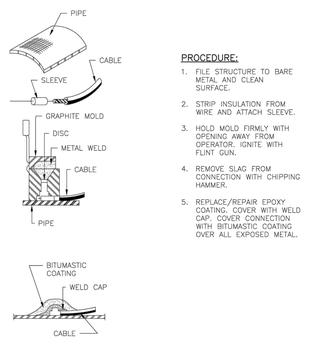


THESE DETAILS ARE PROVIDED FOR STANDARDIZATION PURPOSES ONLY. THIS DETAIL REPRESENTS MINIMUM DESIGN STANDARDS WHICH MAY REQUIRE UPGRADING FOR SPECIFIC APPLICATIONS. N.T.S.

Town of Superior — Gateway to Boulder Valley®

TYPICAL THRUST BLOCK DIMENSIONS SHEET 2 OF 2

DATE: JANUARY 2019 | SHEET 400–44



PROCEDURE:

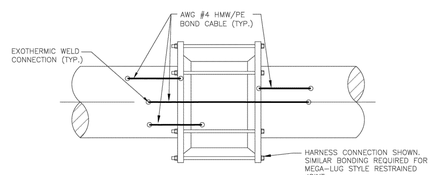
1. FILE STRUCTURE TO BARE METAL AND CLEAN SURFACE.
2. STRIP INSULATION FROM WIRE AND ATTACH SLEEVE.
3. HOLD MOLD FIRMLY WITH OPENING AWAY FROM OPERATOR. IGNITE WITH FLINT GUN.
4. REMOVE SLAG FROM CONNECTION WITH CHIPPING HAMMER.
5. REPLACE/REPAIR EPOXY COATING. COVER WITH WELD CAP. COVER CONNECTION WITH BITUMASTIC COATING OVER ALL EXPOSED METAL.

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

Town of Superior — Gateway to Boulder Valley®

EXOTHERMIC WELD DETAIL

DATE: JANUARY 2019 | SHEET 400–45



NOTES:

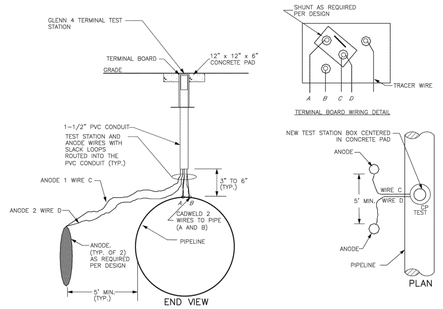
1. BONDING NOT REQUIRED ON INSULATING COUPLINGS.
2. INSTALL POLYETHYLENE WRAP.

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

Town of Superior — Gateway to Boulder Valley®

JOINT BONDING–RESTRAINTED DIP JOINT DETAIL

DATE: JANUARY 2019 | SHEET W400–46



NOTES:

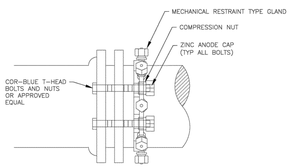
1. A MINIMUM OF 3 FEET OF SLACK SHALL BE PROVIDED FOR ALL WIRES INSIDE THE TEST STATION BOX.
2. A MINIMUM OF 6 INCHES OF SLACK SHALL BE PROVIDED FOR ALL WIRES AT THE BOTTOM OF THE 2" PVC CONDUIT.
3. THE 2" PVC CONDUIT SHALL EXTEND APPROXIMATELY 3 INCHES INTO THE TEST STATION BOX.
4. TWO ANODES SHALL BE PROVIDED. ANODES MAY BE INSTALLED VERTICALLY OR HORIZONTALLY IN NATIVE SOILS (NOT IMPORTED OR SELECT BACKFILL SUCH AS SGEEGEE OR SAND).
5. WIRES A, B = #12 AWG TYPE RHW, COPPER (RED)
   WIRES C, D = #10 AWG SOLID TYPE RHW OR TYPE USE, COPPER (BLACK)

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

Town of Superior — Gateway to Boulder Valley®

TYPE 1 – TEST STATION WITH 2 ANODES

DATE: JANUARY 2019 | SHEET W400–47



NOTES:

- COR–BLUE (OR APPROVED EQUAL) BOLTS AND NUTS ON ALL FITTINGS, MEGALUGS, HARNESS RESTRAINTS, ETC.
- CORE–BLUE RODS AND NUTS ARE REQUIRED ON ALL RESTRAINTS
- SPECIFY NUMBER OF POINTS OF RESTRAINT
- MEGA LUG BY EBAA IRON OR APPROVED EQUAL

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

Town of Superior — Gateway to Boulder Valley®

CONNECTION BOLTS & ZINC ANODE CAP

DATE: JANUARY 2019 | SHEET W400–48

CIVIL RESOURCES
8308 COLORADO BLVD
SUITE 200
FIRESTONE, CO 80504
303.833.1416
WWW.CIVILRESOURCES.COM

RC SUPERIOR, LLC
3830 VALLEY CTR DR STE 705 PMB 381
SAN DIEGO, CA 92130

SUPERIOR TOWN CENTER
MCCASLIN BOULEVARD WATER TRANSMISSION MAIN
CONSTRUCTION PLANS

REVISIONS

NO.	DESCRIPTION	DATE
1	SUBMITTAL #2	11/16/22
2	SUBMITTAL #3	12/02/22
3	SUBMITTAL #4	02/07/22

DESIGNED BY: CMH | DATE: 4/22/2022
DRAWN BY: CMH | SCALE:
CHECKED BY: JAB
JOB NO.: 22800104
DWG NAME: STC_WAT-EXT DETAILS.dwg

DETAILS 3

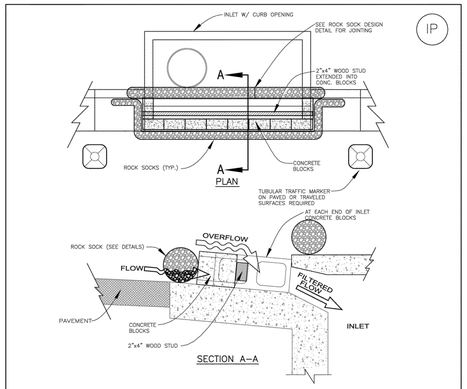
SHEET:
C4.2

TITLE	KEY	SYMBOL
STABILIZED STAGING AREA	SSA	
SEDIMENT TRAP	ST	
SEDIMENT CONTROL LOG	SCL	
TERRACING	TER	
TEMPORARY SEEDING	TS	TS
TEMPORARY STREAM CROSSING CULVERT/BRIDGE TYPE	TSC C	
TEMPORARY STREAM CROSSING FORD TYPE	TSC F	
TEMPORARY SLOPE DRAIN	TSD	TSD
VEHICLE TRACKING CONTROL	VTC	
VEHICLE TRACKING CONTROL WITH WASH RACK	WR	WR

THIS DETAIL (EXCEPT MODIFICATIONS MADE BY THE TOWN OF SUPERIOR) COURTESY OF THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT. N.T.S.

EROSION CONTROL MAP INDEX
SHEET 3 OF 3

DATE: JANUARY 2019 | SHEET 600–13



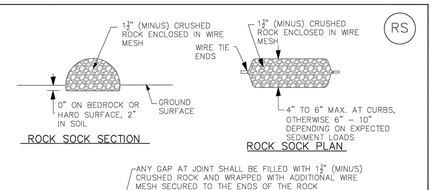
INLET PROTECTION INSTALLATION NOTES:

1. INLET PROTECTION SHALL BE INSTALLED WITHIN 48 HOURS OF CONSTRUCTING THE INLET.
2. SEE ROCK SOCK DESIGN DETAIL FOR INSTALLATION REQUIREMENTS. SEE SHEET 600–15.
3. CONCRETE "CINDER" BLOCKS SHALL BE LAID ON THEIR SIDES AROUND THE INLET IN A SINGLE ROW ABUTTING ONE ANOTHER WITH THE OPEN END FACING AWAY FROM THE CURB.
4. GRAVEL SOCKS SHALL BE PLACED AROUND THE CONCRETE BLOCKS, CLOSELY ABUTTING ONE ANOTHER AND JOINTED IN ACCORDANCE WITH THE ROCK SOCK DESIGN DETAIL.

THIS DETAIL (EXCEPT MODIFICATIONS MADE BY THE TOWN OF SUPERIOR) COURTESY OF THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT. N.T.S.

INLET GRAVEL FILTER – SUMP

DATE: JANUARY 2019 | SHEET 600–14



GRADATION TABLE	
SIEVE SIZE	MASS PERCENT PASSING SQUARE MESH SIEVES
	NO. 4
2"	100
1–1/2"	90 – 100
1"	20 – 55
3/4"	0 – 15
3/8"	0 – 5
MATCHES SPECIFICATIONS FOR NO. 4 COARSE AGGREGATE FOR CONCRETE PER AASHTO M43. ALL ROCK SHALL BE FRACTURED FACE, ALL SIDES.	

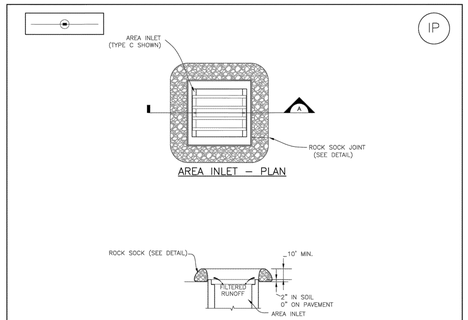
ROCK SOCK INSTALLATION NOTES

1. SEE PLAN VIEW FOR LOCATION OF ROCK SOCKS.
2. CRUSHED ROCK SHALL BE 1–1/2 " (MINUS) IN SIZE WITH A FRACTURED FACE (ALL SIDES) AND SHALL COMPLY WITH GRADATION SHOWN ON THIS SHEET (1–1/2" MINUS).
3. WIRE MESH SHALL BE FABRICATED OD 10 GAGE POULTRY MESH OR EQUIVALENT WITH A MAXIMUM OPENING OF 1/2", RECOMMENDED MINIMUM ROLL WIDTH OF 48".
4. WIRE MESH SHALL BE SECURED USING "HOG RINGS" OR WIRE TIES AT 6" CENTERS ALONG ALL JOINTS AND AT 2" CENTERS ON ENDS OF SOCKS.

THIS DETAIL (EXCEPT MODIFICATIONS MADE BY THE TOWN OF SUPERIOR) COURTESY OF THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT. N.T.S.

ON GRADE INLET PROTECTION
ROCK SOCK

DATE: JANUARY 2019 | SHEET 600–15



INLET PROTECTION INSTALLATION NOTES:

1. INLET PROTECTION AFTER INLET CONSTRUCTION OR AFTER PAVEMENT SHALL BE INSTALLED WITHIN 48 HOUR AFTER INLET CONSTRUCTION OR PAVING IS COMPLETED.
2. STRAW WATTLES/SEDIMENT CONTROL LOGS MAY BE USED IN PLACE OF ROCK SOCKS FOR INLETS IN PERVIOUS AREAS. INSTALL PER SEDIMENT CONTROL LOG DETAIL.

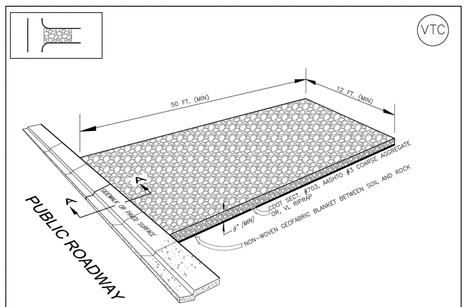
INLET PROTECTION MAINTENANCE NOTES:

1. THE SWMP MANAGER SHALL INSPECT INLET PROTECTION WEEKLY, DURING AND AFTER STORM EVENT AND MAKE REPAIRS OR CLEAN OUT AS NECESSARY. INSPECT MORE FREQUENTLY DURING WINTER CONDITIONS DUE TO FREEZE PROBLEMS. REPAIR AS NEEDED.
2. SEDIMENT ACCUMULATED UPSTREAM OF INLET PROTECTION SHALL BE REMOVED WHEN THE SEDIMENT DEPTH UPSTREAM OF ROCK BERM IS WITHIN 2–1/2" OF THE CREST.
3. INLET PROTECTIONS TO REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS STABILIZED AND GRASS COVER IS APPROVED, UNLESS THE TOWN APPROVES EARLIER REMOVAL OF INLET PROTECTION IN STREETS.
4. WHEN INLET PROTECTION AT AREA INLETS IS REMOVED, THE DISTURBED AREA SHALL BE COVERED WITH TOPSOIL, DRILL SEEDED AND CRIMP MULCHED, OR OTHERWISE STABILIZED IN A MANNER APPROVED BY THE TOWN.

THIS DETAIL (EXCEPT MODIFICATIONS MADE BY THE TOWN OF SUPERIOR) COURTESY OF THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT. N.T.S.

AREA INLET PROTECTION USING
GRAVEL FILTER

DATE: JANUARY 2019 | SHEET 600–16



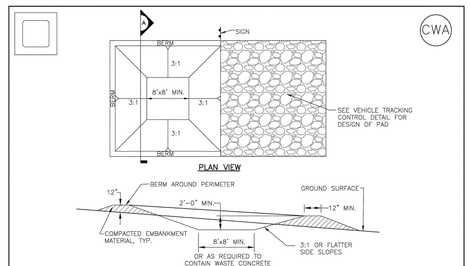
NOTES:

1. ALL ROCK TO BE REMOVED UPON COMPLETION OF CONSTRUCTION.
2. PUBLIC ROADWAY TO BE KEPT CLEAN AND FREE OF MUD, DIRT AND DEBRIS AT ALL TIMES.
3. EROSION CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES AS DIRECTED BY THE TOWN.
4. ALTERNATIVE METHODS SUCH AS REINFORCED CONCRETE OR CATTLE CROSSING GUARD "WASH RACKS", CONSTRUCTION MATS OR TURF REINFORCEMENT MATS WILL BE CONSIDERED WITH PRIOR APPROVAL FROM THE TOWN.

THIS DETAIL (EXCEPT MODIFICATIONS MADE BY THE TOWN OF SUPERIOR) COURTESY OF THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT. N.T.S.

VEHICLE TRACKING CONTROL PAD

DATE: JANUARY 2019 | SHEET 600–17



CONCRETE WASHOUT AREA INSTALLATION NOTES:

1. SEE PLAN VIEW FOR LOCATIONS OF CONCRETE WASH AREA.
2. THE CONCRETE WASHOUT AREA SHALL BE INSTALLED PRIOR TO ANY CONCRETE PLACEMENT ON SITE.
3. VEHICLE TRACKING CONTROL IS REQUIRED AT THE ACCESS POINT.
4. SIGNS SHALL BE PLACED AT THE CONSTRUCTION ENTRANCE, AT THE WASHOUT AREA, AND ELSEWHERE AS NECESSARY TO CLEARLY INDICATE THE LOCATIONS OF THE CONCRETE WASHOUT AREA TO OPERATORS OF CONCRETE TRUCKS AND PUMP RIGS.

CONCRETE WASHOUT AREA MAINTENANCE NOTES:

1. THE CONCRETE WASHOUT AREA SHALL BE REPAIRED AND ENLARGED OR CLEANED OUT AS NECESSARY TO MAINTAIN CAPACITY FOR WASTED CONCRETE.
2. AT THE END OF CONSTRUCTION, ALL CONCRETE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF AT AN APPROVED WASTE SITE.
3. WHEN THE CONCRETE WASHOUT AREA IS REMOVED, COVER THE DISTURBED AREA WITH TOP SOIL, DRILL SEED AND CRIMP MULCH OR OTHERWISE STABILIZE IN A MANNER APPROVED BY THE TOWN.
4. INSPECT WEEKLY, DURING AND AFTER ANY STORM EVENT.
5. PORTABLE ROLL-OFF TYPE OF CONCRETE WASHOUT FACILITIES WILL ALSO BE ALLOWED.

THIS DETAIL (EXCEPT MODIFICATIONS MADE BY THE TOWN OF SUPERIOR) COURTESY OF THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT. N.T.S.

CONCRETE WASHOUT AREA

DATE: JANUARY 2019 | SHEET 600–18

SEDIMENT AND EROSION CONTROL

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SEDIMENT AND EROSION CONTROL AT THE SITE THROUGHOUT CONSTRUCTION.
2. PERIMETER SILT FENCING SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITY (STOCKPILING, STRIPPING, GRADING, ETC.)
3. BEST MANAGEMENT PRACTICES (BMP'S) SHALL BE USED AS NECESSARY TO ADDRESS SEDIMENT AND DUST FROM SITE DISTURBANCE. ADDITIONAL MEASURES MAY BE REQUIRED AT THE DIRECTION OF THE ENGINEER.
4. BMP'S MAY INCLUDE, BUT ARE NOT LIMITED TO:

   MINIMAL DISTURBANCE FOR MINIMAL TIME PERIODS
   GRAVEL CONSTRUCTION ENTRIES
   SILT FENCE, STRAW BALE OR SAND BAG BARRIERS, ROCK CHECK DAMS
   STORM SEWER INLET PROTECTION
   SEDIMENT CAPTURE PONDS
   SITE WATERING FOR DUST SUPPRESSION

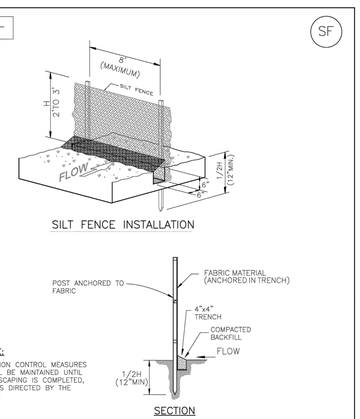
5. BMP'S SHALL BE MAINTAINED AND KEPT IN GOOD REPAIR FOR THE DURATION OF THE PROJECT. THE CONTRACTOR SHALL INSPECT BMP'S WEEKLY AND AFTER SIGNIFICANT (GREATER THAN 0.1" PRECIPITATION) STORM EVENTS. THE MAINTENANCE AND REPAIR SHALL BE COMPLETED IN A TIMELY MANNER. SEDIMENT AND DEBRIS SHALL BE REMOVED WHEN THEY REACH HALF THE BMP HEIGHT OR IMPACT THE FUNCTION OF THE BMP.
6. SOIL STOCKPILES SHALL BE PROTECTED FROM SEDIMENT TRANSPORT BY SURFACE ROUGHENING, WATERING AND PERIMETER SILT FENCING. SOILS THAT WILL BE STOCKPILED FOR MORE THAN 30 DAYS SHALL BE MULCHED AND SEEDED WITH A GRASS COVER WITHIN 14 DAYS OF STOCKPILE CONSTRUCTION.
7. THE CONTRACTOR SHALL ENSURE THAT ALL LOADS OF CUT AND FILL SOILS IMPORTED TO OR EXPORTED FROM THE SITE ARE PROPERLY LOADED AND COVERED TO PREVENT LOSS DURING TRANSPORT.
8. THE CONTRACTOR SHALL REMOVE ALL SEDIMENT, MUD, AND CONSTRUCTION DEBRIS RESULTING FROM THIS PROJECT FROM FLOWLINES AND PAVEMENT OF PUBLIC STREETS IN A TIMELY MANNER.
9. SOILS EXPOSED DURING LAND DISTURBING ACTIVITY SHALL BE KEPT IN A ROUGHENED CONDITION BY RIPPING OR DISCING ALONG LAND CONTOURS UNTIL MULCH, VEGETATION OR OTHER PERMANENT EROSION CONTROL IS IN PLACE. NO SOILS SHALL REMAIN EXPOSED BY LAND DISTURBING ACTIVITY FOR MORE THAN THIRTY (30) DAYS BEFORE REQUIRED TEMPORARY OR PERMANENT EROSION CONTROL IS INSTALLED UNLESS OTHERWISE APPROVED.
10. VEHICLE TRACKING CONTROL, INLET/OUTLET, ROCK SOCK, AND SILT FENCE PROTECTION WILL BE USED TO CONTROL EROSION DURING CONSTRUCTION.
11. ALL TEMPORARY SEDIMENT CONTROLS WILL BE REMOVED WITHIN 30 DAYS AFTER THE FINAL STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED, WHICHEVER OCCURS FIRST.
12. NATURAL VEGETATION SHALL BE RETAINED AND PROTECTED WHENEVER POSSIBLE. EXPOSURE OF SOIL TO EROSION BY REMOVAL OR DISTURBANCE OF VEGETATION SHALL BE LIMITED TO THE AREA REQUIRED FOR IMMEDIATE CONSTRUCTION OPERATIONS AND FOR THE SHORTEST PRACTICAL PERIOD OF TIME.
13. USE CURRENT CDOT/UDFCD STANDARD DETAILS.

NOTE:
THESE NOTES TO BE INCLUDED ON ALL CONSTRUCTION DRAWINGS

N.T.S.

SEDIMENT AND EROSION CONTROL NOTES

DATE: JANUARY 2019 | SHEET 600–29



NOTE:
EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL LANDSCAPING IS COMPLETED, OR AS DIRECTED BY THE TOWN

THIS DETAIL (EXCEPT MODIFICATIONS MADE BY THE TOWN OF SUPERIOR) COURTESY OF THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT. N.T.S.

SILT FENCE

DATE: JANUARY 2019 | SHEET 600–24

CIVIL RESOURCES

8308 COLORADO BLVD
SUITE 200
FIRESTONE, CO 80504
303.833.1416
WWW.CIVILRESOURCES.COM

RC SUPERIOR, LLC
3830 VALLEY CTR DR STE 705 PMB 381
SAN DIEGO, CA 92130

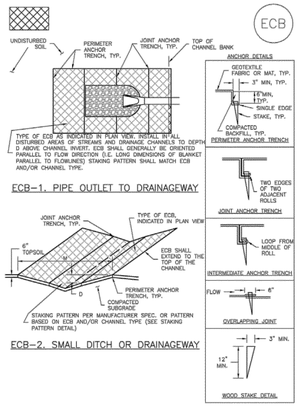
SUPERIOR TOWN CENTER
MCCASLIN BOULEVARD WATER TRANSMISSION MAIN
CONSTRUCTION PLANS

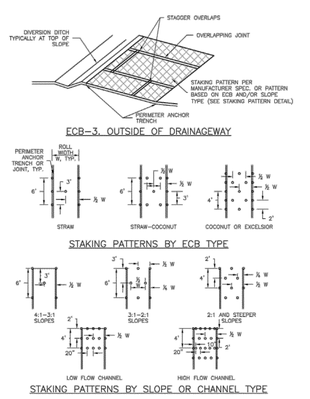
REVISIONS		
NO.	DESCRIPTION	DATE
1	SUBMITTAL #2	11/16/22
2	SUBMITTAL #3	12/02/22
3	SUBMITTAL #4	02/07/22

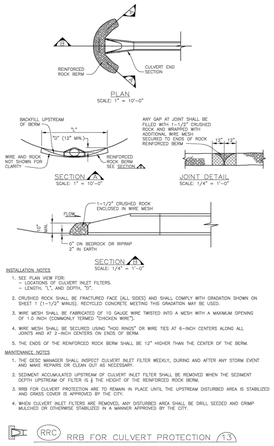
DESIGNED BY: CMH | DATE: 4/22/2022
DRAWN BY: CMH | SCALE:
CHECKED BY: JAB
JOB NO.: 22800104
DWG NAME: STC_WAT-EXT DETAILS.dwg

DETAILS 4

SHEET:
C4.3







INSTALLATION NOTES

1. SEE PLAN VIEW FOR:
   – LOCATIONS OF CULVERT INLET FILTERS.
   – LENGTH, "L", AND DEPTH, "D".
2. CRUSHED ROCK SHALL BE FRACTURED FACE (ALL SIDES) AND SHALL COMPLY WITH GRADATION SHOWN ON SHEET 1 (1–1/2" MINUS). RECYCLED CONCRETE MEETING THIS GRADATION MAY BE USED.
3. WIRE MESH SHALL BE FABRICATED OF 10 GAUGE WIRE TWISTED INTO A MESH WITH A MAXIMUM OPENING OF 1.0 INCH (COMMONLY TERMED "CHICKEN WIRE").
4. WIRE MESH SHALL BE SECURED USING "HOG RINGS" OR WIRE TIES AT 6–INCH CENTERS ALONG ALL JOINTS AND AT 2–INCH CENTERS ON ENDS OF BERM.
5. THE ENDS OF THE REINFORCED ROCK BERM SHALL BE 12" HIGHER THAN THE CENTER OF THE BERM.

MAINTENANCE NOTES

1. THE GESC MANAGER SHALL INSPECT CULVERT INLET FILTER WEEKLY, DURING AND AFTER ANY STORM EVENT AND MAKE REPAIRS OR CLEAN OUT AS NECESSARY.
2. SEDIMENT ACCUMULATED UPSTREAM OF CULVERT INLET FILTER SHALL BE REMOVED WHEN THE SEDIMENT DEPTH UPSTREAM OF FILTER IS ½ THE HEIGHT OF THE REINFORCED ROCK BERM.
3. RRB FOR CULVERT PROTECTION ARE TO REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS STABILIZED AND GRASS COVER IS APPROVED BY THE CITY.
4. WHEN CULVERT INLET FILTERS ARE REMOVED, ANY DISTURBED AREA SHALL BE DRILL SEEDED AND CRIMP MULCHED OR OTHERWISE STABILIZED IN A MANNER APPROVED BY THE CITY.

RRC RRB FOR CULVERT PROTECTION 13

EROSION CONTROL BLANKET INSTALLATION NOTES

1. SEE PLAN VIEW FOR:
   –LOCATION OF ECB.
   –TYPE OF ECB (STRAW, STRAW–COCONUT, COCONUT, OR EXCELSIOR).
   –AREA, A, IN SQUARE YARDS OF EACH TYPE OF ECB.

2. 100% NATURAL AND BIODEGRADABLE MATERIALS ARE PREFERRED FOR RECPs, ALTHOUGH SOME JURISDICTIONS MAY ALLOW OTHER MATERIALS IN SOME APPLICATIONS.

3. IN AREAS WHERE ECBs ARE SHOWN ON THE PLANS, THE PERIMETER SHALL PLACE TOPSOIL AND PERFORM FINAL GRADING, SURFACE PREPARATION, AND SEEDING AND MULCHING. SUBGRADE SHALL BE SMOOTH AND MOIST PRIOR TO ECB INSTALLATION AND THE ECB SHALL BE IN FULL CONTACT WITH SUBGRADE. NO GAPS OR VOIDS SHALL EXIST UNDER THE BLANKET.

4. PERIMETER ANCHOR TRENCH SHALL BE USED ALONG THE OUTSIDE PERIMETER OF ALL BLANKET AREAS.

5. JOINT ANCHOR TRENCH SHALL BE USED TO JOIN ROLLS OF ECBs TOGETHER (LONGITUDINALLY AND TRANSVERSELY) FOR ALL ECBs EXCEPT STRAW WHICH MAY USE AN OVERLAPPING JOINT.

6. INTERMEDIATE ANCHOR TRENCH SHALL BE USED AT SPACING OF ONE–HALF ROLL LENGTH FOR COCONUT AND EXCELSIOR ECBs.

7. OVERLAPPING JOINT DETAIL SHALL BE USED TO JOIN ROLLS OF ECBs TOGETHER FOR ECBs ON SLOPES.

8. MATERIAL SPECIFICATIONS OF ECBs SHALL CONFORM TO TABLE ECB–1.

9. ANY AREAS OF SEEDING AND MULCHING DISTURBED IN THE PROCESS OF INSTALLING ECBS SHALL BE RESEEDED AND MULCHED.

10. DETAILS ON DESIGN PLANS FOR MAJOR DRAINAGEWAY STABILIZATION WILL GOVERN IF DIFFERENT FROM THOSE SHOWN HERE.

TABLE ECB–1, ECB MATERIAL SPECIFICATIONS

TYPE	COCONUT CONTENT	STRAW CONTENT	EXCELSIOR CONTENT	RECOMMENDED NETTING**
STRAW*	–	100%	–	DOUBLE/ NATURAL
STRAW–COCONUT	30% MIN	70% MAX	–	DOUBLE/ NATURAL
COCONUT	100%	–	–	DOUBLE/ NATURAL
EXCELSIOR	–	–	100%	DOUBLE/ NATURAL

*STRAW ECBs MAY ONLY BE USED OUTSIDE OF STREAMS AND DRAINAGE CHANNELS.
**ALTERNATE NETTING MAY BE ACCEPTABLE IN SOME JURISDICTIONS

EROSION CONTROL BLANKET MAINTENANCE NOTES

1. INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.

2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.

3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.

4. ECBs SHALL BE LEFT IN PLACE TO EVENTUALLY BIODEGRADE, UNLESS REQUESTED TO BE REMOVED BY THE LOCAL JURISDICTION.

5. ANY ECB PULLED OUT, TORN, OR OTHERWISE DAMAGED SHALL BE REPAIRED OR REPLACED. ANY SEDIMENT OR DEBRIS BELOW THE GEOTEXTILE THAT HAVE ERODED TO CREATED A VOID UNDER THE BLANKET, OR THAT REMAIN DEVOID OF GRASS SHALL BE REPAIRED, RESEEDED AND MULCHED AND THE ECB REINSTALLED.

NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

(DETAILS ADAPTED FROM DOUGLAS COUNTY, COLORADO AND TOWN OF PARKER COLORADO, NOT AVAILABLE IN AUTOCAD)

CIVIL RESOURCES
8308 COLORADO BLVD
SUITE 200
FIRESTONE, CO 80504
303.833.1416
WWW.CIVILRESOURCES.COM

RC SUPERIOR, LLC
3830 VALLEY CTR DR STE 705 PMB 381
SAN DIEGO, CA 92130

SUPERIOR TOWN CENTER
MCCASLIN BOULEVARD WATER TRANSMISSION MAIN
CONSTRUCTION PLANS

REVISIONS

NO.	DESCRIPTION	DATE
1	SUBMITTAL # 2	11/16/22
2	SUBMITTAL #3	12/02/22
3	SUBMITTAL #4	02/07/22

DESIGNED BY: CMH DATE: 4/22/2022
DRAWN BY: CMH SCALE:
CHECKED BY: JAB
JOB NO.: 22800104
DWG NAME: STC_WAT-EXT DETAILS.dwg

DETAILS 5

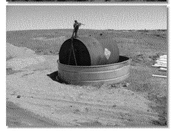
SHEET:
C4.4

Description

Implement construction site good housekeeping practices to prevent pollution associated with solid, liquid and hazardous construction-related materials and wastes. Stormwater Management Plans (SWMPs) should clearly specify BMPs including these good housekeeping practices:

- Provide for waste management.
- Establish proper building material staging areas.
- Designate paint and concrete washout areas.
- Establish proper equipment/vehicle fueling and maintenance practices.
- Control equipment/vehicle washing and allowable non-stormwater discharges.
- Develop a spill prevention and response plan.

Acknowledgement: This Fact Sheet is based directly on EPA guidance provided in *Developing Your Stormwater Pollution Prevent Plan* (EPA 2007).



Photographs GH-1 and GH-2. Proper materials storage and secondary containment for fuel tanks are important good housekeeping practices. Photos courtesy of CDOT and City of Aurora.

Appropriate Uses

Good housekeeping practices are necessary at all construction sites.

Design and Installation

The following principles and actions should be addressed in SWMPs:

- **Provide for Waste Management.** Implement management procedures and practices to prevent or reduce the exposure and transport of pollutants in stormwater from solid, liquid and sanitary wastes that will be generated at the site. Practices such as trash disposal, recycling, proper material handling, and cleanup measures can reduce the potential for stormwater runoff to pick up construction site wastes and discharge them to surface waters. Implement a comprehensive set of waste-management practices for hazardous or toxic materials, such as paints, solvents, petroleum products, pesticides, wood preservatives, acids, roofing tar, and other materials. Practices should include storage, handling, inventory, and cleanup procedures, in case of spills. Specific practices that should be considered include:

Solid or Construction Waste

- Designate trash and bulk waste-collection areas on-site.

Good Housekeeping	
Functions	
Erosion Control	No
Sediment Control	No
Site/Material Management	Yes

- Recycle materials whenever possible (e.g., paper, wood, concrete, oil).
- Segregate and provide proper disposal options for hazardous material wastes.
- Clean up litter and debris from the construction site daily.
- Locate waste-collection areas away from streets, gutters, watercourses, and storm drains. Waste-collection areas (dumpsters, and such) are often best located near construction site entrances to minimize traffic on disturbed soils. Consider secondary containment around waste collection areas to minimize the likelihood of contaminated discharges.
- Empty waste containers before they are full and overflowing.

Sanitary and Septic Waste

- Provide convenient, well-maintained, and properly located toilet facilities on-site.
- Locate toilet facilities away from storm drain inlets and waterways to prevent accidental spills and contamination of stormwater.
- Maintain clean restroom facilities and empty portable toilets regularly.
- Where possible, provide secondary containment pans under portable toilets.
- Provide tie-downs or stake-downs for portable toilets.
- Educate employees, subcontractors, and suppliers on locations of facilities.
- Treat or dispose of sanitary and septic waste in accordance with state or local regulations. Do not discharge or bury wastewater at the construction site.
- Inspect facilities for leaks. If found, repair or replace immediately.
- Special care is necessary during maintenance (pump out) to ensure that waste and/or biocide are not spilled on the ground.

Hazardous Materials and Wastes

- Develop and implement employee and subcontractor education, as needed, on hazardous and toxic waste handling, storage, disposal, and cleanup.
- Designate hazardous waste-collection areas on-site.
- Place all hazardous and toxic material wastes in secondary containment.

Photograph GH-3. Locate portable toilet facilities on level surfaces away from waterways and storm drains. Photo courtesy of WWE.

- Hazardous waste containers should be inspected to ensure that all containers are labeled properly and that no leaks are present.

- **Establish Proper Building Material Handling and Staging Areas**. The SWMP should include comprehensive handling and management procedures for building materials, especially those that are hazardous or toxic. Paints, solvents, pesticides, fuels and oils, other hazardous materials or building materials that have the potential to contaminate stormwater should be stored indoors or under cover whenever possible or in areas with secondary containment. Secondary containment measures prevent a spill from spreading across the site and may include dikes, berms, curbing, or other containment methods. Secondary containment techniques should also ensure the protection of groundwater. Designate staging areas for activities such as fueling vehicles, mixing paints, plaster, mortar, and other potential pollutants. Designated staging areas enable easier monitoring of the use of materials and clean up of spills. Training employees and subcontractors is essential to the success of this pollution prevention principle. Consider the following specific materials handling and staging practices:
  - Train employees and subcontractors in proper handling and storage practices.
  - Clearly designate site areas for staging and storage with signs and on construction drawings. Staging areas should be located in areas central to the construction site. Segment the staging area into sub-areas designated for vehicles, equipment, or stockpiles. Construction entrances and exits should be clearly marked so that delivery vehicles enter/exit through stabilized areas with vehicle tracking controls (See Vehicle Tracking Control Fact Sheet).
  - Provide storage in accordance with Spill Protection, Control and Countermeasures (SPCC) requirements and plans and provide cover and impermeable perimeter control, as necessary, for hazardous materials and contaminated soils that must be stored on site.
  - Ensure that storage containers are regularly inspected for leaks, corrosion, support or foundation failure, or other signs of deterioration and tested for soundness.
  - Reuse and recycle construction materials when possible.
- **Designate Concrete Washout Areas**. Concrete contractors should be encouraged to use the washout facilities at their own plants or dispatch facilities when feasible; however, concrete washout commonly occurs on construction sites. If it is necessary to provide for concrete washout areas on-site, designate specific washout areas and design facilities to handle anticipated washout water. Washout areas should also be provided for paint and stucco operations. Because washout areas can be a source of pollutants from leaks or spills, care must be taken with regard to their placement and proper use. See the Concrete Washout Area Fact Sheet for detailed guidance.

  Both self-constructed and prefabricated washout containers can fill up quickly when concrete, paint, and stucco work are occurring on large portions of the site. Be sure to check for evidence that contractors are using the washout areas and not dumping materials onto the ground or into drainage facilities. If the washout areas are not being used regularly, consider posting additional signage, relocating the facilities to more convenient locations, or providing training to workers and contractors.

  When concrete, paint, or stucco is part of the construction process, consider these practices which will help prevent contamination of stormwater. Include the locations of these areas and the maintenance and inspection procedures in the SWMP.

- Do not washout concrete trucks or equipment into storm drains, streets, gutters, uncontained areas, or streams. Only use designated washout areas.
- Establish washout areas and advertise their locations with signs. Ensure that signage remains in good repair.
- Provide adequate containment for the amount of wash water that will be used.
- Inspect washout structures daily to detect leaks or tears and to identify when materials need to be removed.
- Dispose of materials properly. The preferred method is to allow the water to evaporate and to recycle the hardened concrete. Full service companies may provide dewatering services and should dispose of wastewater properly. Concrete wash water can be highly polluted. It should not be discharged to any surface water, storm sewer system, or allowed to infiltrate into the ground in the vicinity of waterbodies. Washwater should not be discharged to a sanitary sewer system without first receiving written permission from the system operator.

- **Establish Proper Equipment/Vehicle Fueling and Maintenance Practices**. Create a clearly designated on-site fueling and maintenance area that is clean and dry. The on-site fueling area should have a spill kit, and staff should know how to use it. If possible, conduct vehicle fueling and maintenance activities in a covered area. Consider the following practices to help prevent the discharge of pollutants to stormwater from equipment/vehicle fueling and maintenance. Include the locations of designated fueling and maintenance areas and inspection and maintenance procedures in the SWMP.
  - Train employees and subcontractors in proper fueling procedures (stay with vehicles during fueling, proper use of pumps, emergency shutoff valves, etc.).
  - Inspect on-site vehicles and equipment regularly for leaks, equipment damage, and other service problems.
  - Clearly designate vehicle/equipment service areas away from drainage facilities and watercourses to prevent stormwater run-on and runoff.
  - Use drip pans, drip cloths, or absorbent pads when replacing spent fluids.
  - Collect all spent fluids, store in appropriate labeled containers in the proper storage areas, and recycle fluids whenever possible.
- **Control Equipment/Vehicle Washing and Allowable Non-Stormwater Discharges.** Implement practices to prevent contamination of surface and groundwater from equipment and vehicle wash water. Representative practices include:
  - Educate employees and subcontractors on proper washing procedures.
  - Use off-site washing facilities, when available.
  - Clearly mark the washing areas and inform workers that all washing must occur in this area.
  - Contain wash water and treat it using BMPs. Infiltrate washwater when possible, but maintain separation from drainage paths and waterbodies.

- Use high-pressure water spray at vehicle washing facilities without detergents. Water alone can remove most dirt adequately.
- Do not conduct other activities, such as vehicle repairs, in the wash area.
- Include the location of the washing facilities and the inspection and maintenance procedures in the SWMP.

- **Develop a Spill Prevention and Response Plan.** Spill prevention and response procedures must be identified in the SWMP. Representative procedures include identifying ways to reduce the chance of spills, stop the source of spills, contain and clean up spills, dispose of materials contaminated by spills, and train personnel responsible for spill prevention and response. The plan should also specify material handling procedures and storage requirements and ensure that clear and concise spill cleanup procedures are provided and posted for areas in which spills may potentially occur. When developing a spill prevention plan, include the following:
  - Note the locations of chemical storage areas, storm drains, tributary drainage areas, surface waterbodies on or near the site, and measures to stop spills from leaving the site.
  - Provide proper handling and safety procedures for each type of waste. Keep Material Safety Data Sheets (MSDSs) for chemical used on site with the SWMP.
  - Establish an education program for employees and subcontractors on the potential hazards to humans and the environment from spills and leaks.
  - Specify how to notify appropriate authorities, such as police and fire departments, hospitals, or municipal sewage treatment facilities to request assistance. Emergency procedures and contact numbers should be provided in the SWMP and posted at storage locations.
  - Describe the procedures, equipment and materials for immediate cleanup of spills and proper disposal.
  - Identify personnel responsible for implementing the plan in the event of a spill. Update the spill prevention plan and clean up materials as changes occur to the types of chemicals stored and used at the facility.

Spill Prevention, Control, and Countermeasure (SPCC) Plan

Construction sites may be subject to 40 CFR Part 112 regulations that require the preparation and implementation of a SPCC Plan to prevent oil spills from aboveground and underground storage tanks. The facility is subject to this rule if it is a non-transportation-related facility that:

- Has a total storage capacity greater than 1,320 gallons or a completely buried storage capacity greater than 42,000 gallons.
- Could reasonably be expected to discharge oil in quantities that may be harmful to navigable waters of the United States and adjoining shorelines.

Furthermore, if the facility is subject to 40 CFR Part 112, the SWMP should reference the SPCC Plan. To find out more about SPCC Plans, see EPA's website on SPPC at www.epa.gov/oilspill/spcc.htm.

Reporting Oil Spills

In the event of an oil spill, contact the National Response Center toll free at 1-800-424- 8802 for assistance, or for more details, visit their website: www.nrc.uscg.mil.

Maintenance and Removal

Effective implementation of good housekeeping practices is dependent on clear designation of personnel responsible for supervising and implementing good housekeeping programs, such as site cleanup and disposal of trash and debris, hazardous material management and disposal, vehicle and equipment maintenance, and other practices. Emergency response "drills" may aid in emergency preparedness.

Checklists may be helpful in good housekeeping efforts.

Staging and storage areas require permanent stabilization when the areas are no longer being used for construction-related activities.

Construction-related materials, debris and waste must be removed from the construction site once construction is complete.

Design Details

See the following Fact Sheets for related Design Details:

MM-1 Concrete Washout Area

MM-2 Stockpile Management

SM-4 Vehicle Tracking Control

Design details are not necessary for other good housekeeping practices; however, be sure to designate where specific practices will occur on the appropriate construction drawings.

CIVIL RESOURCES
8308 COLORADO BLVD
SUITE 200
FIRESTONE, CO 80504
303.833.1416
WWW.CIVILRESOURCES.COM

RC SUPERIOR, LLC
3830 VALLEY CTR DR STE 705 PMB 381
SAN DIEGO, CA 92130

SUPERIOR TOWN CENTER
MCCASLIN BOULEVARD WATER TRANSMISSION MAIN
CONSTRUCTION PLANS

REVISIONS

NO.	DESCRIPTION	DATE
1	SUBMITTAL #2	11/16/22
2	SUBMITTAL #3	12/02/22
3	SUBMITTAL #4	02/07/22

DESIGNED BY: CMH DATE: 4/22/2022
DRAWN BY: CMH SCALE:
CHECKED BY: JAB
JOB NO.: 22800104
DWG NAME: STC_WAT-EXT DETAILS.dwg

DETAILS 6

SHEET:
C4.5

ITEM NO. 5f

INFORMATION FOR MEETING
OF THE SUPERIOR LIQUOR LICENSING AUTHORITY

AGENDA ITEM NAME: **Consideration for Approval of Alcohol in Public Places Permit, for Downtown Superior Plaza**

MEETING DATE: **December 9, 2024**

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

PRESENTED FOR: **Action**

BACKGROUND:
The Town has received a permit application to allow alcoholic beverages on public property. The applicant submitting an alcohol permit application is the Superior Chamber of Commerce, for the Winter Fest Event on December 14, 2024 from 1:00 p.m. to 6:00 p.m. at Downtown Superior Plaza.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The applicant has provided assurances that all of these provisions are met.

RECOMMENDED ACTION:
Approve the Alcohol in Public Places Permit for the Superior Chamber of Commerce at Downtown Superior Plaza on December 14, 2024.

ATTACHMENTS

- Permit application

PERMIT APPLICATION

For Alcohol in Public Places

NAME OF APPLICANT, PHONE NUMBER and EMAIL ADDRESS				DATE SUBMITTED
Superior Chamber of Commerce,renee@superiorchamber.com,303-554-0789, Renee Alaniz				
ADDRESS: 124 E. Coal Creek Drive	DRIVER'S LICENSE NO.	ISSUE STATE	EXP. DATE	DATE OF BIRTH
TOWN: Superior	STATE: CO	ZIP: 80027	PUBLIC LOCATION BEING USED (Check One): ☐ Community Park ☐ Purple Park ☐ Founders Park ☐ Asti Park ☐ Wildflower Park ☐ Grasso Park ☑ Downtown Superior Parks and Plaza	
TYPE OF ACTIVITY/EVENT: Chamber/TOS Winter Festival				ORGANIZATION NAME: Superior Chamber of Commerce
DATE OF EVENT: 12/14/24	NUMBER OF PEOPLE ATTENDING: 4,000			RANGE OF GUEST AGES: 0-99
TIME ALCOHOL WILL BE SERVED AND CONSUMED: 1 pm - 6 pm	CHECK ALL TYPES OF ALCOHOL TO BE SERVED: ☑ BEER ☑ WINE ☑ HARD ALC.			TYPE OF ENTERTAINMENT PROVIDED
PREVIOUS ALCOHOL POSSESSION AND CONSUMPTION IN PUBLIC LOCATION PERMITS AND DATES: 7/18/24				

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

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

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

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

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

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

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

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

7. List names and ages of all individuals who will help supervise the event (attach a separate sheet if necessary):
   Name: Renee Alaniz Age: 49 Name: Leslie Espinoza/stefanie schy Age: 40/46

INSURANCE REQUIREMENTS

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

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

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

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

Signature: Renee Alaniz (applicant) Date: 10/28/24

STATE OF COLORADO)
) ss.
COUNTY OF Boulder)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 28th day of October, 2024, by Renee Alaniz (applicant's name) as Superior Chamber of Commerce. (named insured)

My commission expires: 10/18/2027

(SEAL) NANCY ANN KRUEGER NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20194039487 MY COMMISSION EXPIRES OCTOBER 18, 2027

N. Krueger
Notary Public

Approved by the Board of Trustees on _____

_____
Mark Lacis, Mayor

ATTEST:

_____
Lydia Yecke, Town Clerk

1. Please attach a diagram showing the area where alcoholic beverages will be served and consumed. SEE ATTACHED. Alcohol must remain in the general area of the event as defined in the permit. How do you plan to accomplish this? Rope, tape, and signs

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

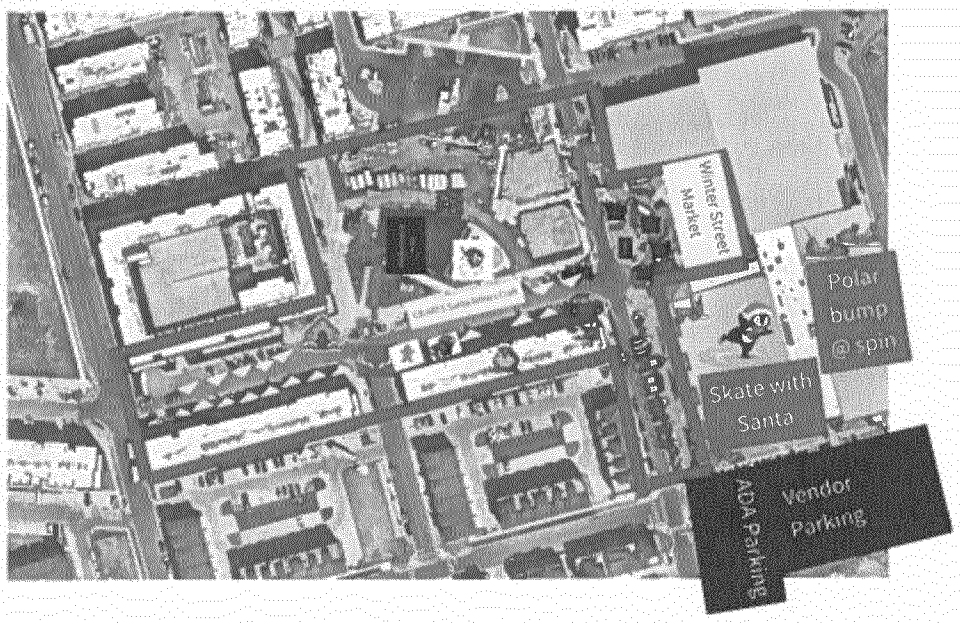
3. How will you supervise the participants during the event?
   Volunteer staff will be managing the exits and checking for wristbands

4. If minors will be attending, how will you make sure they do not possess or consume any alcoholic beverages? 21+ will have wristbands. Children will not be served or permitted in the bar area.

5. How will you control service of alcoholic beverages to members of the public or other persons who are not invitees? Staff will be checking ids and administering wristbands for those who qualify. The Bartenders will will check for wristbands prior to serving.

6. How will you ensure that visibly intoxicated persons are not served alcohol?
   staff will remove wristbands from visibly intoxicated persons. Bartenders will the right to refuse service to anyone who appears intoxicated.

WINTER Festival



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/24/2024

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

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

PRODUCER	CONTACT NAME: Nancye Jordan	
Bolder Insurance 800 Jefferson Ave Louisville CO 80027	PHONE (A/C, No, Ext): (303) 449-9595	FAX (A/C, No): (303) 494-7759
	E-MAIL ADDRESS: nancye@bolderins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Indemnity Insurance Company	18058
INSURED Superior Chamber of Commerce 122 William St. Superior CO 80027	INSURER B: Hartford P&C	34690
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2696136-000	09/01/2024	09/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK2696136-000	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		34WECAB4ML2	05/20/2024	05/20/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
A	Directors and Officers			PHSD1875298-000	09/01/2024	09/01/2025	Directors & Officers of Employment Practices	$1,000,000 $1,000,000

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

Additional Insured and Waiver of Subrogation included on the general liability

CERTIFICATE HOLDER

Town of Superior
124 E Coal Creek Dr
Superior CO 80027

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

ITEM NO. 5g

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

AGENDA ITEM NAME: **Adoption of a Resolution Approving to opt into and execute additional CWCB loan under the Windy Gap Firming Project Allotment Contract**

MEETING DATE: **December 9, 2024**

PRESENTED BY: **Jeff Stone, Finance Director**

PRESENTED FOR: **Action**

BACKGROUND:
The Windy Gap Firming Project (WGFP) is a regional water projection for a new water storage reservoir for the twelve (12) governmental participants along the Front Range to firm the water supplies available through the existing Windy Gap Project, for a more reliable water supply year to year. The WGFP Enterprise of the Northern Colorado Water Conservancy Municipal Subdistrict ("Subdistrict") plans, finances, acquires, constructs, and operates the WGFP. Per the Subdistrict's original projections, construction of the WGFP was estimated to cost participants a total of $654,500,000. The Superior Metropolitan District No. 1's (SMD1) total share of costs was approximately $34,616,228, or 5.25% of the WGFP, which will provide the Town 4,726 acre-feet (AF) of water storage. An acre-foot of water equals 325,851 gallons and serves on average 2-3 households.

Since construction of the WGFP began in August 2021, there have been change orders, cost increases, changes in regulatory requirements, and other material budget changes, requiring additional Completion C & E (construction completion Costs & Expenses) funding to complete the WGFP, although notably the WGFP is on track to reach financial completion of construction by fall of 2025. The total amount of needed Completion C & E for all participants is $65,000,000. The pro rata share for SMD1's contribution (based on SMD1's requested storage volume of 4,726 AF) will be $3,447,720. This amount will be part of the yearly assessment the Town pays for the WGFP. SMD1's existing Allotment Contract with the Subdistrict obligates SMD1 to contribute its pro rata share of Completion C & E, either through an additional participant-wide financing or by bringing cash. The bond counsel for the WGFP is requesting all participates approve a resolution for the additional funding

As an additional participant-wide financing vehicle option for the Completion C&E, the Subdistrict obtained approval of an additional low-interest loan through the Colorado Water Conservation Board ("CWCB") in the amount of $65,000,000. As with the original CWCB loan for the WGFP, this additional CWCB loan is a favorable financing vehicle in that it is a low-interest drawdown loan. Staff recommends that SMD1 participate in the additional CWCB loan for its pro rata share of the Completion C & E, in lieu of bringing cash.

BUDGET IMPLICATIONS:
The requested amount of $3,447,720 has been included in the budget and financial plan for future years and will begin with the 2026 budget and will be budgeted annually as part of the Allotment Contract with the subdistrict through 2054.

RECOMMENDED ACTION:
Approval of the Resolution authorizing SMD1 to opt into and execute any and all necessary documentation for the additional CWCB loan describe above.

MOTION:
Motion to adopt a Resolution authorizing the SMD1 to opt into and execute any all necessary documentation for the additional CWCB loan under the Windy Gap Firming Project Allotment Contract.

ATTACHMENTS:
- Resolution
- Exhibit A
- Exhibit B

SUPERIOR METROPOLITAN DISTRICT NO. 1
RESOLUTION NO. SMD#1-8
SERIES 2024

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUPERIOR METROPOLITAN DISTRICT NO. 1 AUTHORIZING THE TOWN TO OPT INTO AND EXECUTE ADDITIONAL CWCB LOANS UNDER THE WINDY GAP FIRMING PROJECT ALLOTMENT CONTRACT

WHEREAS, since 2003, the Superior Metropolitan District No. 1 (the "District") has been one of the twelve governmental participants (the "Participants") in the Windy Gap Firming Project (the "Project"), which is being planned, financed, acquired, constructed, and operated by the WGFP Enterprise of the Northern Colorado Water Conservancy Municipal Subdistrict on behalf of the Participants;

WHEREAS, since construction of the Project began in August 2021, there have been change orders, cost increases, changes in regulatory requirements, and other material budget changes requiring additional funding to complete the Project, although notably the Project is on track to reach final completion of construction by fall of 2025;

WHEREAS, the Allotment Contract, attached hereto as **Exhibit A** and incorporated herein, sets forth the terms, conditions, rights and obligations for the District's participation in the Project;

WHEREAS, pursuant to Paragraph 6.2.2 of the Allotment Contract, the District is obligated to contribute its pro rata share of the necessary costs to complete the Project, referred to as the Completion Costs and Expenses (the "Completion C&E"), and, to do so, the District may either participate in an additional loan through the Colorado Water Conservation Board (the "Additional CWCB Loan") with other Project Participants or pay its pro rata share in cash;

WHEREAS, the Subdistrict's Notice to Project Allottees of Need to Incur Completion C&E, attached hereto as **Exhibit B** and incorporated herein, describes the purpose and need to incur additional funding to complete construction of the Project;

WHEREAS, as with the original CWCB loan for the Project, the Additional CWCB Loan is a low-interest drawdown loan, which is a highly favorable financing vehicle and the option supported by District Staff;

WHEREAS, the Board of Directors finds it in the best interest of the public health, safety, and welfare to approve and opt into the Additional CWCB Loan for the Completion C&E as described in

the Notice to Project Allottees of Need to Incur Completion C&E, as opposed to bringing cash.

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 approves execution of all documents necessary to finalize the District's election to participate in the Additional CWCB Loan for the Completion C&E and to close said loan, up to a total funding obligation of $3,447,720.00, for the District.

ADOPTED this 9th day of December, 2024.

_____
Mark Lacis, President

ATTEST:

_____
Lydia Yecke, Secretary

EXHIBIT A

ALLOTMENT CONTRACT BETWEEN THE WINDY GAP FIRMING PROJECT WATER ACTIVITY ENTERPRISE, MUNICIPAL SUBDISTRICT, NORTHERN COLORADO WATER CONSERVANCY DISTRICT, AND SUPERIOR METROPOLITAN DISTRICT NO. 1, A QUASI-MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO, FOR CAPACITY IN THE WINDY GAP FIRMING PROJECT

This Allotment Contract ("Contract") for an allotment of capacity in the hereinafter defined and described Windy Gap Firming Project is entered into this 12 day of November 2020, by and between the Windy Gap Firming Project Water Activity Enterprise ("WGFP Enterprise") and Superior Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 124 East Coal Creek Drive, Superior, Colorado 80027 ("Superior"), pursuant to C.R.S. § 37-45-131 and C.R.S. §§ 37-45.1-103(4), 106(4).

RECITALS

A. The WGFP Enterprise is a government-owned business within the meaning of Article X, § 20(2)(d) of the Colorado Constitution organized pursuant to C.R.S. §§ 37-45.1-101 *et seq.* that is owned by the Municipal Subdistrict, Northern Colorado Water Conservancy District (the "Subdistrict"), and whose address is 220 Water Avenue, Berthoud, Colorado 80513. The WGFP Enterprise is a water activity enterprise that will exercise the authorities granted by C.R.S. §§ 37-45-101 *et seq.*, 37-45.1-101 *et seq.*, 31-35-401 *et seq.*, and any other relevant grant of statutory authority, for the purpose of the planning, financing, acquisition, construction, operation, administration, maintenance, repair, replacement, rehabilitation, and improvement of the Windy Gap Firming Project.

B. Superior is a quasi-municipal corporation and political subdivision of the State of Colorado and is operated as an enterprise.

C. The Windy Gap Firming Project ("WGFP") is described in general in the U.S. Bureau of Reclamation Record of Decision, together with supporting documents for the WGFP dated December 2011, as may be amended from time to time.

D. The WGFP has not, as of the date of this Contract, been financed, constructed, and completed. This Contract therefore includes provisions that address the WGFP before and after completion of construction and commencement of project operation. This Contract also includes provisions that apply only if and to the extent that Superior satisfies all or a portion of its Capital C&E Funding Obligations through either Capital C&E Funding Cash Payments or participation in WGFP Financing.

- PART I, "Contract Definitions," consists of **Section 1**, which includes definitions that apply to this entire Contract.

- Part II, "Provisions Applicable to All WGFP Allottees," consists of Sections 2 through 6 and applies to Superior regardless of its chosen means of satisfying its Capital C&E Funding Obligations, unless specifically provided otherwise. **Section 2** is an allotment by the WGFP Enterprise to Superior of capacity in the WGFP. **Section 3** includes provisions that are applicable prior to WGFP Completion, as that term is defined herein. **Section 4** includes provisions that are relevant to the operation of the WGFP after

WGFP Completion. **Section 5** includes other general terms and conditions, including terms on Default and forfeiture under this Contract. **Section 6** includes provisions relating to Superior's obligations to pay for the WGFP.

- PART III, "Provisions Applicable to Cash Allottees," consists of **Section 7**, which includes provisions that apply to Superior only to the extent that it satisfies all or a portion of its Capital C&E Funding Obligations through Capital C&E Funding Cash Payments, and then only for the term of any payments for Capital C&E using proceeds from such Capital C&E Funding Cash Payments.

- PART IV, "Provisions Applicable to Loan Allottees," consists of **Section 8**, which includes provisions that apply to Superior only to the extent that it satisfies all or a portion of its Capital C&E Funding Obligations through participation in a WGFP Financing, and then only for the term of repayment of the WGFP Financing (including any refinancing of the same) in which Superior participates. The terms of Section 8 are not in effect at such times as there is no outstanding WGFP Financing in which Superior participates.

The effective date and terms of each Section of this Contract are provided in Section 5.1.

AGREEMENT

THEREFORE, in consideration of the facts recited above and of the covenants, terms and conditions set forth herein, the parties agree as follows:

PART I – CONTRACT DEFINITIONS

1. **Definitions.** The following definitions shall apply to this Contract unless expressly modified herein.

1.1. **"Acre-foot"** means 43,560 cubic feet of water.

1.2. **"Capital C&E Funding Cash Payment"** means the payment by Superior of any Capital C&E Funding Obligations in cash to the WGFP Enterprise.

1.3. **"Capital C&E Funding Obligations"** means Superior's pro rata obligation, based on the WGFP Participation Percentages, to fund Capital C&E, which obligation shall equal the product of the Capital C&E multiplied by Superior's WGFP Participation Percentage. For reference purposes, each WGFP Allottee's Capital C&E Funding Obligation for Initial C&E pursuant to Section 6.2.1 is set forth in **Exhibit A** opposite each WGFP Allottee's name, which exhibit the WGFP Enterprise may update from time to time as needed. For reference purposes, the amount of each WGFP Allottee's Capital C&E Funding Obligations for any additional Capital C&E under Sections 6.2.2 and 6.2.3 will be set out in **Exhibit B** (with separate tables for each additional Capital C&E), which exhibit the WGFP Enterprise may update from time to time as needed. Superior may fulfill its Capital C&E Funding Obligations through Capital C&E Funding Cash Payments, participation in a WGFP Financing, or a combination thereof.

1.4. **"Carriage Contract"** means that Amendatory Contract, 2014 Contract No. 15XX650003, entered into on December 19, 2014, between the Subdistrict, the District, and the United States of America for the purpose of utilizing the unused capacity of the facilities of the Colorado–Big Thompson Reclamation Project for the carriage of Windy Gap Project Water, and any subsequent amendments or successor contracts for the same purpose.

1.5. **"C-BT Project Water"** means water from the Colorado–Big Thompson Reclamation Project.

1.6. **"Chimney Hollow Reservoir"** means that reservoir to be located in Sections 4, 5, 8, and 9, T4N, R70W, and Sections 33 and 34, T5N, R70W, 6th P.M., Larimer County, Colorado, and generally described in the U.S. Bureau of Reclamation Record of Decision, together with supporting documents, for the WGFP.

1.7. **"Contract"** means this contract.

1.8. **"Costs and Expenses"** or **"C&E"** means any and all costs and expenses incurred for the WGFP, all of which are encompassed by one of the following defined terms:

1.8.1. **"Capital C&E"** means and includes any and all Initial C&E, Completion C&E, and Future Extraordinary C&E, including if applicable any and all WGFP Financing Costs associated with the same.

1.8.1.1. **"Initial C&E"** means the WGFP Enterprise's initial estimated costs of construction and completion of the WGFP with approximately 90,000 acre-feet of usable water storage capacity to be funded by the WGFP Allottees under Section 6.2.1.

1.8.1.2. **"Completion C&E"** means the WGFP Enterprise's costs in excess of Initial C&E, if any, that are necessary for the construction and completion of the WGFP with approximately 90,000 acre-feet of usable water storage capacity to be funded by the WGFP Allottees under Section 6.2.2.

1.8.1.3. **"Future Extraordinary C&E"** means the WGFP Enterprise's costs of any individual repair, replacement, rehabilitation, improvement, or regulatory compliance activities incurred after Initial C&E and Completion C&E that are required to be undertaken under Section 6.2.3 for the continued safe operation of the WGFP and that, because of the large amount of such costs, cannot be paid (1) using the Operating Reserve Fund or (2) by the WGFP Allottees through an annual payment for Operating C&E.

1.8.2. **"Operating C&E"** means any and all costs, exclusive of Initial C&E, Completion C&E, and Future Extraordinary C&E, incurred by the WGFP Enterprise (1) to administer, operate, maintain, repair, replace, rehabilitate, and improve the WGFP; (2) attributable to the delivery and storage of water in Chimney Hollow Reservoir that are not paid pursuant to a WGFP

Allottee's Windy Gap Project allotment contract, including, without limitation, pumping costs, carriage costs, and power interference costs; and (3) to meet regulatory requirements associated with the WGFP. Operating C&E specifically includes any and all "Costs and Expenses" that are not Capital C&E that may accrue after execution of this Contract.

1.9. **"Default"** means any event described in Sections 5.3.1 and 8.10 hereof.

1.10. **"District"** means the Northern Colorado Water Conservancy District, a quasi-municipal entity and political subdivision of the State of Colorado created under and having the powers provided in the Water Conservancy Act, C.R.S. §§ 37-45-101 *et seq.*

1.11. **"Enterprise Board"** means the Board of Directors of the WGFP Enterprise.

1.12. **"Final Default"** has the meaning provided in Section 5.3.5.

1.13. **"Financing Document"** means any indenture, trust agreement, loan agreement, installment purchase agreement, or other financing document entered into by the WGFP Enterprise in connection with any WGFP Financing Obligation (as defined in Section 8.2).

1.14. **"Fiscal Year"** means the fiscal year of the WGFP Enterprise, which currently begins on October 1 of each calendar year and ends on September 30 of each calendar year, or such other twelve-month period which may be designated by the WGFP Enterprise as its Fiscal Year.

1.15. **"Interim Agreements"** means previously executed agreements between Superior and the WGFP Enterprise under which Superior agreed to pay a pro rata portion, based on the WGFP Participation Percentages, for the operation, maintenance, legal, administrative, improvement, and other costs of developing the WGFP before execution of this Contract.

1.16. **"Liquidity Fund"** means a reserve fund established under Section 8.4.1.

1.17. **"Loan Allottee Financing Obligation"** means the obligation of a Loan Allottee to pay a percentage of the total WGFP Financing Costs (as defined in Section 8.2) that is equal to the Loan Allottee's WGFP Financing Participation Percentage.

1.18. **"Operating Costs & Reserves"** means, collectively, Operating C&E and the amounts required to be deposited into the Operating Reserve Fund and such other reserves as the Enterprise Board may determine are necessary to establish and maintain in relation to Operating C&E (if any) pursuant to Section 6.1.2.

1.19. **"Operating Fund"** means a fund established to provide for the payment of the Operating C&E of the WGFP.

1.20. **"Operating Reserve Fund"** means a reserve fund established to provide for the payment of Operating C&E if the moneys contained in the Operating Fund are insufficient to make such payments. The Operating Reserve Fund shall be

maintained such that the amount of money in the fund shall equal the aggregate of two years of Operating C&E, as estimated by the WGFP Enterprise based on a five-year rolling average (except in the first five years of the Operating Reserve Fund's existence, during which time the WGFP Enterprise will estimate based on available information) and taking into consideration the WGFP Enterprise's reasonable expectations as to future Operating C&E.

1.21. **"Prepositioned C-BT Project Water"** means C-BT Project Water stored in Chimney Hollow Reservoir pursuant to the Carriage Contract.

1.22. **"Prepositioned Windy Gap Project Water"** means Windy Gap Project Water stored in Chimney Hollow Reservoir as the result of C-BT Prepositioning pursuant to the Carriage Contract.

1.23. **"Subdistrict"** means the Municipal Subdistrict, Northern Colorado Water Conservancy District, a quasi-municipal entity and political subdivision of the State of Colorado created under and having the powers provided in the Water Conservancy Act, C.R.S. §§ 37-45-101 *et seq.*

1.24. **"Water Year"** means the period from October 1 of one calendar year through September 30 of the next succeeding calendar year.

1.25. **"WGFP Allotment"** means the quantity of capacity in the WGFP, expressed in "WGFP Units," granted to Superior by this Contract, or if the context requires, granted to each WGFP Allottee by WGFP Allotment Contracts. Each WGFP Allottee's WGFP Allotment is shown in **Exhibit A**. A WGFP Allotment does not include an allotment of Windy Gap Project Water, which is granted by the Subdistrict in separate Windy Gap Project allotment contracts.

1.26. **"WGFP Allotment Contract"** means any contract between the WGFP Enterprise and a WGFP Allottee for a WGFP Allotment, including this Contract if the context requires.

1.27. **"WGFP Allottee"** means each entity that holds a WGFP Allotment pursuant to a WGFP Allotment Contract, including Superior. **Exhibit A** lists all current WGFP Allottees.

1.27.1. **"Cash Allottee"** means a WGFP Allottee that, under Section 6.2, satisfies all or a portion of its Capital C&E Funding Obligations through Capital C&E Funding Cash Payments pursuant to Section 7. A WGFP Allottee is a Cash Allottee to the extent that it satisfies its Capital C&E Funding Obligation through Capital C&E Funding Cash Payments, and then only for the term of any payments of Capital C&E using proceeds from Capital C&E Funding Cash Payments made by such WGFP Allottee.

1.27.2. **"Loan Allottee"** means a WGFP Allottee that, under Section 6.2, satisfies all or a portion of its Capital C&E Funding Obligation through participation in a WGFP Financing pursuant to Section 8. A WGFP Allottee is a Loan Allottee to the extent that it satisfies its Capital C&E Funding Obligation

through participation in WGFP Financing, and then only during the term of such WGFP Financing.

1.28. **"WGFP Completion"** means the determination pursuant to Section 3.3 of this Contract.

1.29. **"WGFP Enterprise"** has the meaning assigned to the term in the introductory paragraph of this Contract.

1.30. **"WGFP Financing"** means a financing by the WGFP Enterprise of Capital C&E through one or more loans, lines of credit, notes, bond issues, or other forms of indebtedness, and any refinancing of the same, on behalf of the Loan Allottees participating in such WGFP Financing. WGFP Financing includes the CWCB Loan (as defined in Section 8.2) and any other lien borrowings that may be subordinated to other financing.

1.31. **"WGFP Financing Participation Percentage"** means the quotient of a Loan Allottee's Capital C&E Funding Obligations that are to be paid through a WGFP Financing divided by the total amount of Capital C&E Funding Obligations to be paid by the WGFP Allottees through a WGFP Financing. To the extent a WGFP Allottee is a Loan Allottee for the Initial C&E, the WGFP Allottee's WGFP Financing Participation Percentage that is applicable to the WGFP Financing for such Initial C&E is set forth in **Exhibit A** opposite each WGFP Allottee's name. The amount of each WGFP Allottee's WGFP Financing Participation Percentage that is applicable to additional Capital C&E under Sections 6.2.2 and 6.2.3 will be set out in **Exhibit B.**

1.32. **"WGFP Participation Percentage"** means the quotient of the number of WGFP Units held by a WGFP Allottee divided by the total number of WGFP Units, as such WGFP Participation Percentage may be modified in accordance herewith. The WGFP Participation Percentages for each WGFP Allottee are set forth in **Exhibit A** opposite each WGFP Allottee's name.

1.33. **"WGFP Unit"** means 1/90,000th of the usable water storage and conveyance capacity in the WGFP. There are 90,000 WGFP Units total.

1.34. **"Winding-Up Agent"** means the agent appointed by the Enterprise Board in accordance with Section 3.4 hereof.

1.35. **"Winding-Up Resolution"** means a resolution adopted by the Enterprise Board in accordance with and after making the determination required by Section 3.4.

1.36. **"Windy Gap Firming Project"** or **"WGFP"** means Chimney Hollow Reservoir and related or ancillary features constructed, operated and maintained by the WGFP Enterprise for the purpose of providing storage and delivery of water for use pursuant to WGFP Allotment Contracts.

1.37. **"Windy Gap Project"** means that project (including the acquisition and perfection of water rights) constructed by the Subdistrict for the diversion, carriage, and delivery of water from the Colorado River pursuant to the Carriage Contract.

1.38. **"Windy Gap Project Water"** means water from the Windy Gap Project and also is referred to in the Windy Gap Project allotment contracts as "Subdistrict water." Storage and conveyance of Windy Gap Project Water in the WGFP does not change such water's status as Windy Gap Project Water.

PART II – PROVISIONS APPLICABLE TO ALL WGFP ALLOTTEES

2. **Allotment of WGFP Units.** The WGFP Enterprise hereby allots and confirms to Superior a WGFP Allotment of 4,726 WGFP Units commencing as of the date of execution of this Contract and for so long thereafter as Superior fully complies with all the terms, conditions and obligations hereinafter set forth. This WGFP Allotment is subject to C.R.S. § 37-45-101 *et seq.*, C.R.S. § 37-45.1-101 *et seq.*, the Carriage Contract, and the rules and regulations of the WGFP Enterprise, as may be established or amended from time to time. This Allotment is a complete substitute for the grant to Superior of rights in the WGFP in any prior or current Interim Agreements between the WGFP Enterprise and Superior. For reference purposes, each WGFP Allottee's WGFP Allotment is shown in **Exhibit A**.

3. **Construction and Completion of WGFP.**

3.1. **Obligation of WGFP Enterprise to Construct and Complete the WGFP.** The WGFP Enterprise agrees to diligently pursue the WGFP in good faith and to pursue the construction, completion, and operation of the WGFP provided that the WGFP Allottees provide all required funding under their respective WGFP Allotment Contracts, the WGFP Enterprise has the ability, and the WGFP is feasible and practical. By entering into this Contract and accepting payments from Superior, the WGFP Enterprise does not warrant that it will construct and complete the WGFP.

3.2. **Prior Agreements.** All prior Interim Agreements and amendments thereto, including the Fifth Amendment to the Fifth Interim Agreement, dated January 13, 2020, are terminated and of no further force and effect upon the effective date of this Contract under Section 5.1. Any unexpended funds made available to the WGFP Enterprise pursuant to such Interim Agreements shall be transferred into the Operating Fund and credited by the WGFP Enterprise to amounts payable by Superior under this Contract for Operating C&E, or into the Operating Reserve Fund.

3.3. **WGFP Completion.** The WGFP shall be deemed to be complete for purposes of this Contract upon the Colorado State Engineer's final certification of Chimney Hollow Reservoir for storage of water to its full capacity.

3.4. **WGFP Termination Before WGFP Completion.** The WGFP may be terminated before WGFP Completion in the following manner:

3.4.1. If the Enterprise Board determines that the WGFP will be terminated before WGFP Completion because of infeasibility, impracticality, inability, or failure of the WGFP Allottees to fund the WGFP as provided in Section 3.1, it shall first adopt a WGFP Winding-Up Resolution.

3.4.2. Upon the adoption of a WGFP Winding-Up Resolution by the Enterprise Board under Section 3.4.1, and consistent with the rights, if any, of Larimer County, the WGFP Enterprise shall first offer to the Subdistrict to sell to it, at fair market value as determined by a majority of a panel of three licensed appraisers (one selected by the WGFP Allottees, one selected by the Subdistrict, and the third selected by these two selected appraisers), (1) the Chimney Hollow Reservoir site, (2) any partially constructed or completed physical works or assets that divert water into or release water from the Chimney Hollow Reservoir site, and (3) any other non-physical rights, interests, or obligations related to the WGFP. If the Subdistrict accepts such offer for any or all of the offered interests, then it shall close upon such interests within 180 days of the appraiser panel's determination of fair market value. The WGFP Enterprise and Superior specifically agree that the Subdistrict is a third-party beneficiary to this Contract for purposes of this Section 3.4.2 and Section 5.10.

3.4.3. Upon adoption of a Winding-Up Resolution by the Enterprise Board, the Enterprise Board shall appoint a WGFP Winding-Up Agent. The WGFP Winding-Up Agent shall, upon expiration of the time for the Subdistrict to accept the offer described in Section 3.4.2 above, prepare a plan for disposition of WGFP, and upon approval of the Enterprise Board, implement the disposition of WGFP assets pursuant to the plan, including the disposition of unexpended and unobligated funds of the WGFP Enterprise. Non-cash assets shall be liquidated by the Winding-Up Agent in a commercially reasonable manner. Proceeds from the disposition of WGFP Enterprise assets and any other cash or cash equivalents then held by the WGFP Enterprise shall be first used, based on the WGFP Participation Percentages, to distribute both (1) cash to the WGFP Allottees that satisfied their Capital C&E Funding Obligations through Capital C&E Funding Cash Payments and (2) repay debts of the WGFP Enterprise incurred for WGFP Financing; provided, however, that any moneys contributed by a Cash Allottee and held at the time of winding-up in such Cash Allottee's subaccount in a fund or reserve fund established under Section 6.1, or in such Cash Allottee's Escrow Fund under Section 7 and the terms of such Cash Allottee's Escrow Agreement, shall not be used to repay debts of the WGFP Enterprise incurred for WGFP Financing. Any remaining funds shall then be distributed to the WGFP Allottees based on their respective WGFP Participation Percentages. Superior shall be entitled to copies of any work products developed by the WGFP Enterprise or its consultants on behalf of the WGFP Allottees, and the WGFP Enterprise shall convey to Superior, as a tenant in common with all other WGFP Allottees who are not in Default of their respective WGFP Allotment Contracts, a pro rata interest in all real and personal property remaining after implementation of the plan for disposition of WGFP Assets pursuant to this Section 3.4.

3.4.4. Upon completion of the winding-up process described in this Section 3.4, the Enterprise Board shall adopt a resolution of termination of the WGFP. Upon the adoption of such resolution, all WGFP Allotments shall be terminated.

4. **WGFP Operation After WGFP Completion.**

4.1. **Use of WGFP Allotment.** Superior agrees that its WGFP Allotment shall only be used for the storage and delivery of Windy Gap Project Water to which Superior is entitled, storage of Prepositioned C-BT Project Water under the terms of the Carriage Contract, or storage and delivery of such other legally available water as the Enterprise Board shall authorize for storage and delivery in the WGFP, which authorization shall not be unreasonably withheld. Superior's receipt and use of Windy Gap Project Water also is subject to the Carriage Contract and Superior's Windy Gap Project allotment contract(s). Superior shall have the right to assign or otherwise agree to the use of Superior's WGFP Allotment by one or more WGFP Allottees.

4.2. **Prepositioning.** The Subdistrict shall have the right to preposition C-BT Project Water in any portion of the WGFP not used by Superior for the storage of water in Superior's WGFP Allotment under Section 4.1. Prepositioned C-BT Project Water shall become Prepositioned Windy Gap Project Water when Windy Gap Project Water is available and designated for storage in Chimney Hollow Reservoir. Prepositioned C-BT Project Water shall be allocated to WGFP Allottees that have ordered and paid for the delivery of Windy Gap Project Water into Chimney Hollow Reservoir in the then current Water Year. Further details of allocation of Prepositioned C-BT Project Water will be developed in the operating criteria described in Section 4.7.

4.3. **Estimate of Charges.** The WGFP Enterprise shall furnish Superior with an estimated statement of anticipated C&E required to be paid in the following year under this Contract on or before the last business day in August of each year, which statement may be used by Superior for budgeting purposes.

4.4. **Estimated Demand and Delivery Schedule.** On or before the last business day in September of each year, Superior shall provide the WGFP Enterprise with an estimated demand and delivery schedule for Windy Gap Project Water that will be stored in or delivered from the WGFP for the following Water Year, which schedule will be used by the WGFP Enterprise for purposes of submitting a proposal to the U.S. Bureau of Reclamation in accordance with the Carriage Contract. The schedule shall contain the time, delivery points, and quantities of water which Superior estimates it shall require. This schedule may be modified from time to time as the need warrants within the physical capabilities of the C-BT Project, Windy Gap Project, and WGFP.

4.5. **Billing Statement.** On or before the last business day of December of each year, the WGFP Enterprise shall render a billing statement to Superior for C&E required to be paid in the following year under this Contract. The billing statement shall be based upon actual C&E incurred by the WGFP Enterprise during the current Water Year and planned C&E for the upcoming Water Year. Any credit from the previous Water Year or any additional C&E from the previous Water Year shall be included in the billing statement rendered. Each billing statement shall be accompanied by reasonable supporting documentation showing the basis and derivation of C&E shown in the billing statement. After receipt of the billing statement, Superior shall

pay the net C&E charges shown on the billing statement of estimated C&E on or before the last business day of January of the succeeding calendar year.

4.6. **Billing Statement Dispute Resolution.** If Superior disputes the correctness of any billing statement by the WGFP Enterprise, it shall pay the WGFP Enterprise the full amount billed when due and shall, before or contemporaneously with such payment, inform the WGFP Enterprise that such payment is made wholly or partially under protest and request an explanation of the billing statement from the WGFP Enterprise. If the bill is determined to be incorrect, the WGFP Enterprise shall issue a corrected billing statement to Superior. Any overpayment shall be refunded to Superior within sixty (60) days. If the WGFP Enterprise and Superior fail to agree on the correctness of a bill within one hundred twenty (120) days after Superior gives notice to the WGFP Enterprise that a payment is made wholly or partially under protest, then the parties may agree to submit the dispute to binding arbitration or, failing such agreement, proceed to protect and enforce their respective rights by appropriate judicial proceeding.

4.7. **Operating Criteria.** Superior acknowledges and understands that the storage and delivery of water in the WGFP will require and will be implemented pursuant to operating criteria agreed upon between the WGFP Allottees and the WGFP Enterprise that will address additional operational, financial, and other details of the WGFP. Superior's WGFP Allotment will be operated on substantially the same terms as all other WGFP Allottees. The operating criteria shall not modify or amend this Contract or result in a material adverse effect on Superior's rights under this Contract to control its WGFP Allotment, or its ability to have water diverted into, stored in, or released from the WGFP under its WGFP Allotment on a pro-rata and substantially similar basis with other WGFP Allottees.

4.8. **Delivery Points.** The WGFP Enterprise's liability and responsibility to Superior to deliver a quantity of water ordered for delivery by release from the WGFP under this Contract shall end and cease at the moment that such quantity of water is released out of WGFP structures or facilities. The WGFP Enterprise agrees to cooperate with Superior in the coordination and accomplishment of conveyance and delivery of water from that point to Superior through structures or facilities not owned by the WGFP Enterprise.

4.9. **Capacity Limitations.** In the event that orders of water from the WGFP exceeds available delivery capacity at any WGFP structure or facility, the available capacity at such structure or facility shall be allocated between the WGFP Allottees requiring delivery through such structure or facility in proportion to their respective WGFP Participation Percentages.

5. **Other General Terms.**

5.1. **Effective Date and Term.** No provision of this Contract shall take effect until each WGFP Allottee identified in **Exhibit A** duly authorizes, executes, and delivers to the WGFP Enterprise its respective WGFP Allotment Contract, and the WGFP Enterprise duly authorizes, executes, and delivers to the WGFP Allottees their respective WGFP Allotment Contracts. Sections 1, 2, 4, 5, and 6 of this Contract shall be perpetual unless terminated pursuant to this Contract. Section 3 shall be in

effect until WGFP Completion. Section 7 of this Contract shall be in effect during the term of any payments of Capital C&E using proceeds from Capital C&E Funding Cash Payments made by such WGFP Allottee. Section 8 of this Contract shall be in effect during the term of any WGFP Financing in which Superior participates.

5.2. **Transfer of a WGFP Allotment.**

5.2.1. **Transfer to Existing WGFP Allottee**. Subject to the terms and conditions set forth in any Financing Documents, the Enterprise Board shall approve a requested transfer of WGFP Units constituting all or a portion of Superior's WGFP Allotment to one or more other WGFP Allottees that have a WGFP Allotment as of the time of the transfer if the Enterprise Board determines that (1) the WGFP Allottee receiving the additional WGFP Units has an existing or future need for additional WGFP Units, (2) the WGFP Allottee receiving the additional WGFP Units has sufficient financial capacity, and (3) the transfer will not create a material risk under applicable law.

5.2.2. **Transfer to Other Parties**. Superior may transfer all or a portion of its WGFP Allotment to an entity that will use the WGFP Allotment within the Subdistrict that is not an existing WGFP Allottee at the time of the proposed transfer but that holds, or has the legal ability to acquire, an allotment of Windy Gap Project Water with the approval, in its discretion, of the Enterprise Board; provided, however, that the Enterprise Board shall disclose, in writing, the basis for a decision to not approve a proposed transfer under this Section 5.2.2.

5.2.3. If Superior, with approval of the Enterprise Board as required by this Section 5.2, transfers a part of its WGFP Allotment to another entity, then Superior shall be relieved of its obligations hereunder to the extent of said transfer, except as otherwise provided herein, specifically including in Section 8. If Superior, with approval of the Enterprise Board as required by this Section 5.2, transfers all of its WGFP Allotment to another entity, then Superior shall no longer participate in the WGFP and Superior shall be relieved of its obligations, except as otherwise provided herein, specifically including in Section 8.

5.3. **Default.**

5.3.1. **Event of Default.** An event of Default shall occur upon any breach of this Contract, including, without limitation:

5.3.1.1. Capital C&E Funding Cash Payments. The failure of Superior to pay when due amounts payable pursuant to Sections 6.2 and 7 of this Contract for Initial C&E. As provided in Section 6.2.2.1, if Superior elects to pay its Capital C&E Funding Obligations for Completion C&E or Future Extraordinary C&E under this Contract through Capital C&E Funding Cash Payments, then failure to timely make its Capital C&E Funding Cash Payment for such Completion C&E or Future

Extraordinary C&E after so electing shall not constitute an event of Default, but in such event Superior shall be obligated to pay its Capital C&E Funding Obligations for such Completion C&E or Future Extraordinary C&E through participation in a WGFP Financing in the same manner as provided in Section 6.2.2.2 and Section 8.

5.3.1.2. WGFP Financing. The failure of Superior to pay when due amounts payable pursuant to Sections 6.2 and 8 of this Contract.

5.3.1.3. Operating Costs & Reserves. The failure of Superior to pay when due amounts payable pursuant to Section 6.3 of this Contract.

5.3.1.4. The violation of C.R.S. § 37-45-101 *et seq.*, C.R.S. § 37-45.1-101 *et seq.*, or the rules and regulations of the WGFP Enterprise, as may be established or amended from time to time.

5.3.2. **Notice of Default.** Upon a Default, the WGFP Enterprise in the case of a Default by Superior, or Superior in the case of a Default by the WGFP Enterprise, shall give the defaulting party and all other WGFP Allottees written notice of the Default in accordance with Section 5.16 and, if applicable, Section 5.4.3 or Section 5.5.4, on or before the first business day of March following the Default.

5.3.3. **Use of WGFP Allotment While in Section 5.3.1 Default.** Beginning on the day notice is received under Section 5.3.2 and continuing for so long as Superior is in Default under this Section 5.3, Superior may place water into storage in its WGFP Allotment but shall have no rights to take water out of storage from or otherwise use any water stored therein; provided, however, that if Superior is in Default under Section 5.3.1.4 for violation of a rule or regulation of the WGFP Enterprise and such rule or regulation authorizes a WGFP Allottee to take water out of storage from or otherwise use any water stored in its WGFP Allotment during the term of any Default for violation of the rule or regulation, those terms of the rule or regulation shall control. Superior may continue to use and exercise its rights in the Windy Gap Project during any time it is in Default under this Section 5.3. Water in storage under Superior's WGFP Allotment shall continue to be assessed evaporative and other losses during any period of Default under this Section 5.3. The Subdistrict may continue to use the WGFP Allotment of Superior under this Section 5.3.3 for storage of Prepositioned C-BT Project Water; however, other WGFP Allottees shall have no right to use the WGFP Allotment of Superior under this Section 5.3.3 for the term of the Default. Upon Superior's cure of its Default under Section 5.3.4, Superior's rights to use its WGFP Allotment and any water stored therein shall be restored, subject to any operational limitations that may exist.

5.3.4. **Cure.** For events of Default other than those Defaults under Sections 5.3.1.1 (Capital C&E Funding Cash payments), 5.3.1.2 (WGFP Financing

payments), and 5.3.1.3 (payments of and into Operating Costs & Reserves), Superior or the WGFP Enterprise, as the case may be, shall have 60 days from receipt of a Notice of Default given under Section 5.3.2. to cure a Default by performance or acceptance by the non-defaulting party of an alternate means of or plan for cure of the Default. In the case of a proposed alternate means of or plan for cure of a Default by Superior, the WGFP Enterprise shall give notice of the proposed alternate means or plan for cure to all other WGFP Allottees before taking formal action rejecting or accepting the same. A non-defaulting party's acceptance of a plan for cure of a Default under this Section 5.3.4 shall not constitute a waiver of any rights, claims, defenses, or remedies under this Contract. Superior's rights to cure events of Default under (1) Sections 5.3.1.1 and 5.3.1.2 are as provided in Section 5.4.5 and (2) Section 5.3.1.3 are as provided in Section 5.5.5.

5.3.5. **Final Default.** For events of Default other than those Defaults under Sections 5.3.1.1 (Capital C&E Funding Cash payments), 5.3.1.2 (WGFP Financing payments), and 5.3.1.3 (payments of and into Operating Costs & Reserves), a Final Default shall occur upon (i) the expiration of the period for cure of a Default if Superior or the WGFP Enterprise, as the case may be, does not cure the Default or the non-defaulting party does not accept, within the period for cure, a plan for an alternate means of or plan for cure of the Default, or (ii) failure of Superior or the WGFP Enterprise, as the case may be, to perform under a duly accepted alternate means of or plan for cure of the Default. Notice of a Final Default under this Section 5.3.5 shall be given to the WGFP Enterprise and all WGFP Allottees no later than the first business day of the first February after the cure period terminates. Final Default with respect to events of Default under (1) Sections 5.3.1.1 and 5.3.1.2 shall occur as provided in Section 5.4.6, and (2) Section 5.3.1.3 shall occur as provided in Section 5.5.6.

5.3.6. **Consequences of Final Default**. The consequences of Final Default shall be as specified in this Contract.

5.3.6.1. Capital C&E Funding Cash Payments. The consequence of Superior's Final Default under Section 5.3.1.1 shall be as described in Section 5.4 of this Contract.

5.3.6.2. WGFP Financing. The consequence of Superior's Final Default under Section 5.3.1.2 shall be as described in Section 5.4 of this Contract.

5.3.6.3. Operating Costs & Reserves. The consequence of Superior's Final Default under Section 5.3.1.3 shall be as described in Section 5.5 of this Contract.

5.3.6.4. The consequence of Superior's Final Default for any breach of this Contract other than a failure to pay amounts due under this Contract shall be as described in Section 5.5.6 and Section 5.5.7 of this Contract, except that Final Defaults for violations of the

rules and regulations of the WGFP Enterprise shall be remedied as provided in such rules and regulations and shall result in forfeiture and termination of Superior's WGFP Allotment in accordance with Section 5.5.6 and Section 5.5.7 only if the violated rule or regulation so provides.

5.3.6.5. A Final Default by Superior shall not terminate any obligation to pay amounts due under this Contract as established by Sections 6, 7, and 8 of this Contract.

5.3.6.6. Upon a Final Default for any breach of this Contract by the WGFP Enterprise, Superior and the WGFP Enterprise agree to confer in good faith to attempt to resolve the Final Default, and if conferral fails to resolve the Final Default, then to participate in nonbinding mediation.

5.3.7. **Enforcement of Remedies.** In addition to the other remedies set forth herein, including in this Section 5.3, upon the occurrence of a Final Default as defined herein, the WGFP Enterprise or Superior, as the case may be, shall be entitled to proceed to protect and enforce the rights vested in such party by this Contract by such appropriate judicial proceeding as such party shall deem most effectual, either by action of law or by suit in equity, whether for the specific performance of any covenant or agreement contained herein or to enforce any other legal or equitable right vested in such party by this Contract or by law, and the prevailing party shall be entitled to an award of its reasonable costs and attorney fees.

5.4. **Default on Capital C&E Funding Obligations Under Sections 5.3.1.1 and 5.3.1.2.**

5.4.1. **Capital C&E Funding Obligations Default**. Failure of Superior to pay amounts due under Section 6.2 and in accordance with Section 7 or Section 8, as applicable, shall constitute an event of Default under Section 5.3.1.1 or Section 5.3.1.2, as applicable.

5.4.2. **Grace Period.** If Superior is in Default under Section 5.4.1 and fully pays its defaulted payments within 30 days after such payments are due, then Superior shall no longer be considered in Default under Section 5.4.1 and no interest, penalties, or other Default obligations or consequences shall attach.

5.4.3. **Notice of Default**. On the first business day after the grace period under Section 5.4.2 runs, the WGFP Enterprise shall notify each WGFP Allottee of the names of all WGFP Allottees, if any, in Default under Section 5.4.1.

5.4.4. **WGFP Financing Liquidity Fund**. For each Loan Allottee in Default under Section 5.4.1, the WGFP Enterprise shall on the first business day after the grace period under Section 5.4.2 runs apply such Loan Allottee's Liquidity Fund to cover that Loan Participant's defaulted payment.

5.4.5. **Cure Period**. Superior has until the last business day of January of the succeeding calendar year to cure any Default under Section 5.4.1. A Loan Allottee cures a Default under Section 5.4.1 by reimbursing the Liquidity Fund, plus a late-fee penalty of 5%, and by reimbursing any other expenses incurred by the WGFP Enterprise or any other WGFP Allottee as a result of such Default. A Cash Allottee cures a Default under Section 5.4.1 by paying the defaulted Capital C&E Funding Cash Payment and reimbursing any expenses incurred by the WGFP Enterprise or any other WGFP Allottee as a result of such Default. If Superior timely cures a Default under this Section 5.4.5, then no part of Superior WGFP Allotment shall be forfeited and reallocated under Section 5.4.6.

5.4.6. **Final Default; Penalties and Reallocation of WGFP Allotment**. If Superior does not timely cure a Default under Section 5.4.5, then Final Default shall be deemed to have occurred and all or a portion of Superior's WGFP Allotment shall be permanently forfeited and reallocated as follows:

5.4.6.1. For purposes of this Section 5.4.6, to the extent that Superior is a Loan Allottee for Initial C&E and Completion C&E (if any) and in Default under Section 5.3.1.2, "**Vested Allotment**" shall mean that proportion of Superior's WGFP Allotment attributable to its participation in a WGFP Financing for Initial C&E and Completion C&E (if any) that is equal to the quotient of the amount of its Capital C&E Funding Obligations (not including WGFP Financing Costs other than principal) paid by Superior immediately prior to the date of the Default under Section 5.4.1 divided by the total amount of Superior's Capital C&E Funding Obligations for Initial C&E and Completion C&E (if any) satisfied through participation in a WGFP Financing (not including WGFP Financing costs other than principal), rounded down to the nearest whole WGFP Unit; and "**Unvested Allotment**" shall mean the remainder of Superior's WGFP Allotment attributable to Superior's participation in a WGFP Financing for Initial C&E and Completion C&E (if any).

5.4.6.2. For purposes of this Section 5.4.6, to the extent that Superior is a Cash Allottee for Initial C&E and in default under Section 5.3.1.1, "**Vested Allotment**" shall mean that proportion of Superior's WGFP Allotment attributable to its satisfaction of its Capital C&E Funding Obligations through Capital C&E Funding Cash Payments that is equal to the quotient of the amount of such Capital C&E Funding Obligations for Initial C&E paid by Superior through Capital C&E Funding Cash Payments, if any, immediately prior to the date of the Default under Section 5.4.1 divided by the total amount of such WGFP Allottee's Capital C&E Funding Obligations for Initial C&E satisfied through Capital C&E Funding Cash Payments, rounded down to the nearest whole WGFP Unit; and "**Unvested Allotment**" shall mean the remainder of Superior's WGFP Allotment attributable to Superior's satisfaction of such Capital

C&E Funding Obligations through Capital C&E Funding Cash Payments.

5.4.6.3. Upon Superior's satisfaction of all Capital C&E Funding Obligations for Initial C&E under Section 6.2.1 and Completion C&E under Section 6.2.2, Superior's "Vested Allotment" shall be considered to be all (100%) of Superior's WGFP Allotment, and any other Capital C&E Funding Obligations for Future Extraordinary C&E under Section 6.2.3 shall have no effect on Superior's "Vested Allotment."

5.4.6.4. A WGFP Allottee in Final Default under this Section 5.4.6 shall forfeit any and all right, title, claim, or interest, whether express or implied, in or to its Unvested Allotment plus fifty percent (50%) of its Vested Allotment, including any water then in storage in such Unvested Allotment and Vested Allotment. The WGFP Enterprise shall give notice to all WGFP Allottees of such forfeiture by the first business day of February of the calendar year in which such forfeiture occurs. Superior, by executing this Agreement, certifies that it has fully disclosed to the governing body of Superior the existence and consequence of this Contract, and agrees that but for its acceptance of the forfeiture of a WGFP Allotment pursuant to this Section 5.4.6.4, the WGFP Enterprise would not have entered into this Contract or any other agreement related to WGFP. Superior waives any and all legal or equitable claims, in any forum, to WGFP, WGFP Allotments, or WGFP assets, or against the WGFP Enterprise, arising out of a Final Default under this Section 5.4 by Superior. Irrespective of such forfeiture, a WGFP Allottee shall remain liable to the WGFP Enterprise to pay the full amount of its Capital C&E Funding Obligations.

5.4.6.5. A defaulting Loan Allottee's forfeited Unvested Allotment and Vested Allotment, including any water then in storage in such Unvested Allotment and Vested Allotment, shall be reallocated under Section 5.4.6.6 to all Loan Allottees that step up in proportion to the amounts each Loan Allottee stepped up thereunder. A defaulting Cash Allottee's forfeited Unvested Allotment and Vested Allotment, including any water then in storage in such Unvested Allotment and Vested Allotment, shall be reallocated to all non-defaulting WGFP Allottees by the WGFP Enterprise under the terms of Section 5.5.7.

5.4.6.6. **Loan Allottee Step-Up.**

5.4.6.6.1. **Voluntary Step-Up.** By March 15 following any Final Default under Section 5.4.6 that is subject to this Section 5.4.6.6, any Loan Allottee may voluntarily step up to (1) make all or part of the defaulted payment (including replenishment of the Liquidity Fund), and (2) assume the

obligation for all future annual debt service and Operating C&E payments for that portion of a defaulting Loan Allottee's obligation. If two or more Loan Allottees volunteer to step up under this Section 5.4.6.6, then each will assume a pro rata portion (based on their respective WGFP Financing Participation Percentages), or agreed upon amount, of the defaulted payment.

5.4.6.6.2. **Mandatory Step-Up**. If not all defaulted payments are covered by Loan Allottees who choose to voluntarily step up under Section 5.4.6.6.1, then for any portion of the defaulted payment not voluntarily assumed under Section 5.4.6.6.1, the following mandatory step-up process is initiated on the first business day of April.

5.4.6.6.3. All Loan Allottees, including all Loan Allottees who voluntarily stepped up under Section 5.4.6.6.1, shall be assessed pro rata, based on the WGFP Financing Participation Percentages of the Loan Allottees not then in Default, to make up the defaulted payment (plus late fees and other expenses) by payment to the WGFP Enterprise on or before the first business day of July and must make all future annual payments for that pro rata portion of the defaulting Loan Allottee's WGFP Allotment.

5.4.6.6.4. For each non-defaulting Loan Allottee, mandatory step-up in any single year under Section 5.4.6.6.2 shall not exceed thirty-five percent (35%) of the Loan Allottee's then-existing Loan Allottee Financing Obligation.

5.5. **Default on Operating C&E Payments Under Section 5.3.1.3.**

5.5.1. **Operating Costs & Reserves Default.** Superior's failure to fully pay its payments due under Section 6.3.1 by the last business day of January of each calendar year shall constitute an event of Default.

5.5.2. **Operating Reserve Fund to Cover Deficiency.** In the event that Superior fails to fully and timely pay its pro-rata share of Operating C&E under Section 6.3.1, the WGFP Enterprise may draw upon Superior's portion of the Operating Reserve Fund or such other reserves as the Enterprise Board may establish and maintain in relation to Operating C&E pursuant to Section 6.1.2 to make up any deficiency as a result of the failure of Superior to make a payment required under Section 6.3.

5.5.3. **Grace Period.** If Superior is in Default under Section 5.5.1 and fully makes its payments due under Section 6.3 by the last business day of February, then Superior shall no longer be considered in Default under Section 5.5.1 and no penalties or other Default obligations or consequences shall attach.

5.5.4. **Notice of Default.** On the first business day of March of each calendar year, the WGFP Enterprise shall notify Superior of the names of all WGFP Allottees, if any, whose payments due under Section 6.3 remain in Default after the grace period provided in Section 5.5.3.

5.5.5. **Cure.** Superior may cure a Default under this Section 5.5 by paying, on or before the last business day of January of the succeeding calendar year, an amount equal to (1) any Operating C&E then due or in Default; (2) a late-fee penalty of 1.5% of the amount of Operating C&E in Default for each month in Default after the grace period provided in Section 5.5.3 terminates, which shall be deposited into the Operating Reserve Fund in addition to any other amounts owed to such fund under this Contract; and (3) any other expenses incurred by the WGFP Enterprise or any other WGFP Allottee as a result of such Default. Alternatively, Superior may cure a Default under this Section 5.5.5 by obtaining the WGFP Enterprise's acceptance, on or before the last business day of January of the succeeding calendar year, of an alternate means of or plan for cure of the Default and thereafter fully performing under such alternate means of or plan for cure; the WGFP Enterprise shall give notice of the proposed alternate means or plan for cure to all other WGFP Allottees before taking formal action rejecting or accepting the same. The WGFP Enterprise's acceptance of a plan for cure of a Default under this Section 5.5.5 shall not constitute a waiver of any rights, claims, defenses, or remedies under this Contract.

5.5.6. **Final Default and Forfeiture.** Final Default shall occur if Superior fails to cure its defaulted payment under Section 5.5.5 by the date provided therein or fails to fully perform under a duly accepted alternate means of or plan for cure of the Default. If Superior has committed a Final Default under this Section 5.5.6, then Superior shall completely forfeit any and all right, title, claim, or interest, whether express or implied, in or to WGFP, including, without limitation, any and all WGFP Allotments or rights to WGFP assets under this Contract or any other agreement related to the WGFP. Any water in storage under a forfeited WGFP Allotment at the time of forfeiture shall not be available to the defaulting party and shall be reallocated along with the WGFP Allotment as provided in Section 5.5.7. Superior, by executing this Contract, certifies that it has fully disclosed to the governing body of Superior the existence and consequence of this Contract, and agrees that but for its acceptance of the termination of a WGFP Allotment and the consequences of Default, the WGFP Enterprise would not have entered into this Contract or any other agreement related to WGFP. Except for claims of breach under the express terms of this Contract, Superior waives any and all legal or equitable claims, in any forum, to WGFP, WGFP Allotments, or WGFP Assets, or against the WGFP Enterprise, arising out of a Final Default under this Contract by Superior. Irrespective of such termination, Superior shall remain liable to the WGFP Enterprise to pay the full amount of its Capital C&E Funding Obligations under this Contract. The WGFP Enterprise shall send a notice of forfeiture under this Section 5.5.6 to all WGFP Allottees on the first business day of February in the calendar year in which the cure period terminates.

5.5.7. **Reallocation of Forfeited WGFP Allotment.** WGFP Allotments forfeited under Section 5.3.6.4 or Section 5.5.6 shall be reallocated by the WGFP Enterprise through a sealed-bid auction open to all non-defaulting WGFP Allottees. Auction bids to purchase all or a portion of the forfeited WGFP Allotment shall be submitted to the WGFP Enterprise on or before the first business day of April of the calendar year in which the cure period terminates and the WGFP Allotment is forfeited. In the event that the WGFP Enterprise receives one or more successful bids, closing on the sale of WGFP Allotments to such successful bidders shall occur by the first day in July of the same calendar year. The proceeds of any auction sale shall be applied first to cover the cure amount described in Section 5.5.5, except any monthly penalty, and second to cover any Operating C&E accrued during the disposition process that are attributable to the purchased WGFP Allotment. Any excess proceeds shall be distributed to Superior, less the monthly penalty provided in Section 5.5.5 if applicable. In the event the proceeds of any auction sale do not cover the cure amount described in Section 5.5.5, except any monthly penalty, and all Operating C&E accrued during the disposition process that are attributable to the purchased WGFP Allotment, the successful bidder(s) purchasing the WGFP Allotment shall pay the deficiency attributable to the amount of WGFP Units purchased at such auction sale.

5.5.7.1. In the event that the entire WGFP Allotment forfeited under Section 5.5.6 is not reallocated through the auction described in Section 5.5.7, the WGFP Enterprise shall in its discretion offer the remaining WGFP Allotment to other entities that are not existing WGFP Allottees at the time of the proposed transfer but that hold an allotment of Windy Gap Project Water. In the event that the WGFP Enterprise's offer is accepted by one or more entities under this Section 5.5.7.1, closing on the sale shall occur by the first business day in September of the same calendar year. The proceeds of any such sale shall be applied first to cover the cure amount described in Section 5.5.5, except any monthly penalty, and second to cover any Operating C&E accrued during the disposition process that are attributable to the purchased WGFP Allotment. Any excess proceeds shall be distributed to Superior, less the monthly penalty provided in Section 5.5.5 if applicable. In the event the proceeds of any sale under this Section 5.5.7.1 do not cover the cure amount described in Section 5.5.5, except any monthly penalty, and all Operating C&E accrued during the disposition process that are attributable to the purchased WGFP Allotment, the purchaser(s) of the WGFP Allotment shall pay the deficiency attributable to the amount of WGFP Units purchased.

5.5.7.2. In the event that the entire WGFP Allotment forfeited under Section 5.5.6 is not reallocated through the auction described in Section 5.5.7 or under Section 5.5.7.1, the WGFP Enterprise shall reallocate such remaining WGFP Allotment to the non-defaulting WGFP Allottees pro rata based on the WGFP

Participation Percentages. The WGFP Allottees who receive a portion of the reallocated WGFP Allotment under this Section 5.5.7.2 shall pay the amount then owing (except for the monthly cure penalty if applicable) on the WGFP Allotment on or before the first business day of November of the same calendar year in which the WGFP Allotment is forfeited.

5.5.8. If, in a particular Fiscal Year, Superior is in Default under the terms of this Section 5.5 with respect to payments to cover its pro-rata share of Operating C&E due under Section 6.3.1 and also in Default under the terms of Section 5.4, then the terms of this Section 5.5, and not Section 5.4, shall govern.

5.6. **Liability of WGFP Enterprise and Superior.**

5.6.1. **WGFP Enterprise Liability.** Any and all obligations of the WGFP Enterprise that may arise under this Contract, whether financial or otherwise, shall be payable solely from the revenues, income, rents and receipts earned by the WGFP Enterprise. Nothing herein shall be deemed to prevent the WGFP Enterprise from making any payments from any other legally available source. In no event shall the WGFP Enterprise be required to spend any money from taxes in violation of Section 20(4) of Article X of the Colorado Constitution in the performance of its obligations under this Contract or which would cause the WGFP Enterprise to lose its enterprise status as such status is defined in the Colorado Constitution. In addition, neither the WGFP Enterprise, the Subdistrict, nor the District shall be required to expend any funds or impair any assets of the Subdistrict or the District in the performance of any of the WGFP Enterprise's obligations under this Contract. The obligations of the WGFP Enterprise under this Contract do not constitute a debt or indebtedness of the WGFP Enterprise, the Subdistrict, or the District within the meaning of any constitutional, charter or statutory provision or limitation, and shall not be considered or held to be a general obligation of the WGFP Enterprise, the Subdistrict or the District.

5.6.2. **Allottee Liability.** Any and all obligations of Superior that may arise under this Contract whether financial or otherwise, shall be payable solely from the revenues, income, rents and receipts earned by Superior from the operation of its enterprise. Nothing herein shall be deemed to prevent Superior from making any payments from any other legally available source. In no event shall Superior be required to spend any money from taxes in violation of Section 20(4) of Article X of the Colorado Constitution in the performance of its obligations under this Contract or which would cause Superior to lose its enterprise status as such status is defined in the Colorado Constitution. In addition, Superior shall not be required to expend any funds or impair any assets of its parent entity in the performance of its obligations under this Contract. The obligations of Superior under this Contract do not constitute a debt, indebtedness or multiple fiscal year obligation of its parent entity within the meaning of any constitutional, charter or statutory provision or limitation, and shall not be considered or held to be a general obligation of Superior or of its parent entity.

5.6.3. Superior shall not be liable to another WGFP Allottee or to the WGFP Enterprise, and the WGFP Enterprise shall not be liable to the WGFP Allottees, for consequential, indirect, punitive, or special damages arising under this Contract.

5.6.4. **Governmental Immunity.** The WGFP Enterprise and Superior are each relying on, and do not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, defenses, or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as amended from time to time.

5.7. **Amendments.** Except as otherwise provided by this Section 5.7, this Contract may be amended only with the written consent of (1) the WGFP Enterprise, (2) at least 75.0% of the WGFP Allottees, and (3) WGFP Allottees that collectively hold at least 75.0% of all WGFP Units; provided, however, that if any WGFP Financing is outstanding, any amendment to this Contract will be subject to the terms and conditions set forth in any Financing Documents; and further provided that this Contract may not be amended without Superior's written consent in a manner that results in a material adverse impact on the rights of Superior under this Contract to control its WGFP Allotment or have water diverted into, stored in, or released from the WGFP under its WGFP Allotment on a pro-rata and substantially similar basis with other WGFP Allottees. As provided in Section 6.2.1.1, an amendment under the terms of this Section 5.7 is not required for certain modifications to the means of payment of Superior's Capital C&E Funding Obligations for Initial C&E, the proportional amounts of its Capital C&E Funding Obligations for Initial C&E to be paid through Capital C&E Funding Cash Payments and/or participation in a WGFP Financing, or its election under Section 8.18, which modifications shall instead be governed by Section 6.2.1.1.

5.8. **Limitations on Rights of Allottee**. In addition to all the other terms, conditions and covenants contained herein, it is specifically understood and agreed by and between the parties hereto that the rights of Superior hereunder are subject to the following terms, conditions and limitations, to all intents and purposes as though set forth verbatim herein, and made a part hereof by reference:

5.8.1. The Water Conservancy Act of Colorado, C.R.S. § 37-45-101 *et seq.*;

5.8.2. The water activity enterprise statute, C.R.S. § 37-45.1-101 *et seq.*;

5.8.3. The Carriage Contract; provided that if any amendment to the Carriage Contract is proposed which would affect the right of Superior to use or reuse its full allotment of Windy Gap Project Water, the approval of such amendment shall first be obtained from Superior;

5.8.4. The rules, regulations and policies of the Enterprise Board, as may be established and amended from time to time; provided, however, that any such rules, regulations or policies shall not result in a material adverse impact on the rights of Superior under this Contract to control its WGFP Allotment or to have water diverted into, stored in, or released from the

WGFP under its WGFP Allotment on a pro-rata and substantially similar basis with other WGFP Allottees; and

5.8.5. The requirements or conditions of any state or federal law, permits or regulatory approvals for the WGFP.

5.9. **Future Participation.** Nothing herein shall be construed in any manner that will obligate Superior to participate in any future or other project of the Subdistrict or the WGFP Enterprise that is not a part of the WGFP or preclude Allottee from participation therein.

5.10. **Third Party Beneficiaries.** Any WGFP Allottee shall have the right as a third-party beneficiary to initiate and maintain suit to enforce the obligations of other WGFP Allottees hereunder. The Subdistrict shall have the right as a third-party beneficiary to initiate and maintain suit to enforce its rights under Section 3.4.2. Except as otherwise provided by this Section 5.10, Section 3.4.2, and Section 8.17, enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the parties.

5.11. **Authorization.** Superior attaches hereto a true and correct copy of Superior's records authorizing the officers, whose names appear hereon, to enter into this Contract.

5.12. **Counterparts.** This Contract may be executed by the WGFP Enterprise and Superior in separate counterparts, each of which when so executed and delivered shall be an original, and all such counterparts shall together constitute but one and the same instrument. Facsimile and electronic signatures shall be binding for all purposes.

5.13. **Entire Agreement; Merger of Prior Agreements.** This Contract, together with the statutes, contracts, rules, regulations and policies listed in Section 5.8, constitute the entire agreement and understanding of the parties and supersedes all prior agreements and understanding between the parties relating to the subject matter hereof. This Contract may not be interpreted, modified or changed by reference to other documents, understandings or agreements, whether written or oral, unless the interpretation, modification or change is subsequently agreed to in writing by the parties hereto.

5.14. **Severability.** If one or more clauses, sentences, Sections, paragraphs or provisions of this Contract shall be held to be unlawful, invalid or unenforceable, the remainder of this Contract shall not be affected thereby.

5.15. **Choice of Law; Venue.** This Contract shall be governed by the laws of the State of Colorado, and each party hereto consents and submits to venue in the District Court of Weld County, Colorado.

5.16. **Notices**. Notices authorized or required to be given under this Contract shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours, to the relevant party's address set forth in **Exhibit C**, or to such other address as a party may provide to the other party and

all other WGFP Allottees from time to time. If specified herein, notice required to be given to all WGFP Allottees shall be given to the addresses set forth in **Exhibit C** or to such other addresses as the WGFP Allottees may provide to the WGFP Enterprise and the other WGFP Allottees from time to time.

5.17. **Construction Reports and Meetings**. The WGFP Enterprise will provide Superior with written monthly reports, together with financial reports regarding payment of charges and costs and expenditures during construction of Chimney Hollow Reservoir, on the progress of construction and the expenditure of funds. Among other items, the monthly written reports will include a breakdown and sum total of all known increases to the Chimney Hollow Reservoir construction contract amount due to projected, pending, or executed changes in work, including change orders, change directives, or field orders. In addition, the WGFP Enterprise shall schedule and hold meetings of all WGFP Allottees at the offices of the District at least quarterly at which time the WGFP Enterprise shall present and discuss the financial reports regarding payment of charges and costs by the WGFP Allottees and the expenditure of funds. Notwithstanding the foregoing, if any single Chimney Hollow Reservoir construction contract cost change will exceed two and a half percent (2.5%) of the initial Chimney Hollow Reservoir construction contract amount, the WGFP Enterprise will provide Superior with written notice of such anticipated cost changes before the cost change is executed and will hold a meeting of all WGFP Allottees as soon as practicable to discuss the drivers for such cost change, possible remedies, and budget impacts. In addition, the WGFP Enterprise will provide monthly updates regarding costs and potential changes for construction management, mitigation, enhancement, and other WGFP costs not included in the Chimney Hollow Reservoir construction contract.

5.18. **Financial Reporting Requirements; Audits.** The WGFP Enterprise shall furnish to Superior, as soon as available and in any event within one hundred eighty (180) days after the end of each Fiscal Year, the financial statements of the WGFP Enterprise as of the end of such Fiscal Year, all prepared in accordance with generally accepted accounting principles and in reasonable detail; provided that the WGFP Enterprise shall be in compliance with this reporting requirement when such information is published on the WGFP Enterprise's website or the Municipal Securities Rulemaking Board's Electronic Municipal Marketplace Access System (EMMA), or any service or services established by the Municipal Securities Rulemaking Board (or any of its successors) as a successor to EMMA. Superior may request an independent audit of the WGFP Enterprise's financial statements for a Fiscal Year (as well as associated WGFP accounting records, supporting documentation, and billings to WGFP Allottees), to be paid for by Superior, by sending a written audit request to the WGFP Enterprise before the end of the succeeding Fiscal Year. If more than one WGFP Allottee requests an independent audit for a given Fiscal Year, then only one audit shall occur, and the audit shall be paid for by the WGFP Allottees that requested the audit based on their respective WGFP Participation Percentages.

5.19. **Most Favored Party**. The terms and provisions of the WGFP Allotment Contracts for each of the WGFP Allottees will be substantially similar and in no event shall the WGFP Enterprise offer an Allotment Contract to another WGFP Allottee with more favorable provisions based on all of the terms and conditions of the WGFP

Allotment Contract as a whole without first offering to Superior the opportunity to amend this Contract to contain such favorable provisions.

6. **WGFP Funding.**

6.1. **Establishment of Funds.**

6.1.1. In addition to the funds established in Sections 7.4 and Section 8.4, the WGFP Enterprise shall establish and maintain an Operating Fund and an Operating Reserve Fund, with segregated accounts for each WGFP Allottee, to be used for disbursements to pay for the Operating C&E of the WGFP under the WGFP Allotment Contracts.

6.1.2. The WGFP Enterprise may establish and maintain additional reserve funds as it shall determine are necessary for operation, maintenance, repair, replacement, rehabilitation, or improvement of WGFP structures or facilities, with segregated accounts for each WGFP Allottee.

6.2. **Payment of Capital C&E Funding Obligations.** Superior agrees to pay its Capital C&E Funding Obligations through Capital C&E Funding Cash Payments under the terms of Section 7, participation in a WGFP Financing under the terms of Section 8, or a combination thereof.

6.2.1. Initial C&E. The Initial C&E to be funded by the WGFP Allottees shall be $600,000,000.00. Superior agrees to pay its Capital C&E Funding Obligations for Initial C&E under this Section 6.2.1 through participation in a WGFP Financing under the terms of Section 8. **Exhibit A** indicates each WGFP Allottee's Capital C&E Funding Obligation for such Initial C&E and chosen means of payment for such Initial C&E.

6.2.1.1. Until the date noticed by the WGFP Enterprise under this Section 6.2.1.1, Superior may, with the WGFP Enterprise's written consent and without the need to amend this Contract under the terms of Section 5.7, modify its chosen means of payment of its Capital C&E Funding Obligations for Initial C&E, including its proportional amounts between a Capital C&E Funding Cash Payment and participation in a WGFP Financing and its election under Section 8.18 (if participating in WGFP Financing), and upon such modification the WGFP Enterprise shall update **Exhibit A** to the WGFP Allotment Contracts. Before the date of sale of a WGFP Financing for Initial C&E other than the CWCB Loan, the WGFP Enterprise will provide written notice to Superior setting forth the date by which Superior must finalize its payment method and election under Section 8.18 (if participating in WGFP Financing) for Initial C&E, which date shall be no less than 3 months after the date of notice unless Superior otherwise agrees. Any modification of payment method or election under Section 8.18 (if participating in WGFP Financing) for Initial C&E after the

date provided in the notice shall require a contract amendment under the terms of Section 5.7.

6.2.2. Completion C&E. If the WGFP Enterprise determines that the WGFP Allottees' payment of their respective Capital C&E Funding Obligations to fund Initial C&E under Section 6.2.1 will be depleted and Completion C&E must be incurred to complete construction of the WGFP, then the WGFP Enterprise shall give notice as soon as reasonably practicable to the WGFP Allottees of the need to pay additional Capital C&E Funding Obligations under this Section 6.2, the estimated total amount of Completion C&E to be incurred, and whether the WGFP Enterprise will undertake additional WGFP Financing for the Completion C&E. If the WGFP Enterprise offers the option to participate in additional WGFP Financing, then Superior shall, within ninety (90) days of such notice, elect in writing to the WGFP Enterprise to pay its Capital C&E Funding Obligations for such Completion C&E under this Contract through Capital C&E Funding Cash Payments, participation in a WGFP Financing, or a combination thereof. If no such election is made, Superior shall be obligated to pay its Capital C&E Funding Obligations for such Completion C&E through participation in a WGFP Financing under Section 6.2.2.2. The WGFP Enterprise will update **Exhibit B** from time to time as needed under this Section 6.2.2.

6.2.2.1. To the extent that Superior elects to pay its Capital C&E Funding Obligations for such Completion C&E under this Contract through Capital C&E Funding Cash Payments, then it shall make such payments in accordance with Section 7 and on substantially the same terms as other WGFP Allottees making Capital C&E Funding Cash Payments, and agrees to execute any documents and agreements necessary to bind Superior to such terms. If Superior fails to timely make its Capital C&E Funding Cash Payment for such Completion C&E after so electing, then Superior shall be obligated to pay its Capital C&E Funding Obligations for such Completion C&E through participation in a WGFP Financing in the same manner as provided in Section 6.2.2.2.

6.2.2.2. To the extent that Superior is obligated to pay its Capital C&E Funding Obligations for such Completion C&E under this Contract through participation in a WGFP Financing, then it shall make such payments and participate in such WGFP Financing in accordance with Section 8 and any applicable Financing Document and on substantially the same terms as any other WGFP Allottees participating in the WGFP Financing, and agrees to execute any documents and agreements necessary to bind Superior to such terms.

6.2.3. Future Extraordinary C&E. If the WGFP Enterprise determines that Future Extraordinary C&E must be incurred, then the WGFP Enterprise shall give notice as soon as reasonably practicable to Superior of the need to pay additional Capital C&E Funding Obligations under this Section 6.2 and the

estimated total amount of Future Extraordinary C&E to be incurred. The Enterprise Board, in consultation with the WGFP Allottees, shall set a timeline for the WGFP Allottees to elect in writing to pay the Capital C&E Funding Obligations for such Future Extraordinary C&E under this Contract through Capital C&E Funding Cash Payments, participation in a WGFP Financing, or a combination thereof in accordance with the process described in Sections 6.2.2.1 and 6.2.2.2, and for the WGFP Allottees to make such payments of their respective Capital C&E Funding Obligations for such Future Extraordinary C&E to the WGFP Enterprise. If no such election is made, Superior shall be obligated to pay its Capital C&E Funding Obligations for such Future Extraordinary C&E through participation in a WGFP Financing in accordance with the process described in Section 6.2.2.2.

6.2.3.1. Notwithstanding the foregoing in Section 6.2.3, if an emergency or natural disaster imminently threatens life, health, safety, or damage to the WGFP, the WGFP Enterprise may incur Future Extraordinary C&E to make reasonably necessary emergency repairs to mitigate threatened damage, provided that the WGFP Enterprise shall notify Superior of such emergency and the need for such expenditures in advance (or if not possible in advance, then as soon as practicable), and whether the WGFP Enterprise will undertake additional WGFP Financing for the future Extraordinary C&E. In the event that the WGFP Enterprise incurs such emergency Future Extraordinary C&E, and if the WGFP Enterprise offers the option to participate in additional WGFP Financing, then Superior shall have thirty (30) days to elect in writing to pay its Capital C&E Funding Obligations for such emergency Future Extraordinary C&E through Capital C&E Funding Cash Payments in accordance with the process described in Section 6.2.2.1. If no such election is made, then Superior shall be obligated to pay its Capital C&E Funding Obligations for such emergency Future Extraordinary C&E through participation in a WGFP Financing in accordance with the process described in Section 6.2.2.2.

6.2.4. To the extent Superior satisfies any of its Capital C&E Funding Obligations through Capital C&E Funding Cash Payments, other than Capital C&E Funding Cash Payments for emergency Future Extraordinary C&E incurred by the WGFP Enterprise prior to the giving of notice to Superior, the WGFP Enterprise may require that Superior provide adequate assurance in advance of closing on the corresponding WGFP Financing that it will be able to provide the required Capital C&E Funding Cash Payment on the date such Capital C&E Funding Cash Payments are due to the WGFP Enterprise under Section 7.3 or such other date as is agreed to by the WGFP Enterprise and Superior.

6.3. **Payment of Operating C&E and into Reserve Funds.**

6.3.1. To the extent that Superior meets its Capital C&E Funding Obligations under Section 6.2 through participation in WGFP Financing, Superior hereby agrees to fund all of its portion of Operating Costs & Reserves during the term(s) of any debt incurred for WGFP Financing in which Superior participates in accordance with Section 8 hereof. When Superior is not participating in any WGFP Financing or no debt is outstanding on WGFP Financing in which Superior participates, Superior agrees to fund its portion of Operating Costs & Reserves by paying to the WGFP Enterprise, on or before the last business day of January of each calendar year, the following amounts:

6.3.1.1. An amount equal to the product obtained by multiplying Superior's WGFP Participation Percentage by the total amount of all Operating C&E estimated by the WGFP Enterprise to be incurred by the WGFP Enterprise in the then current calendar year, which the WGFP Enterprise shall deposit in the Operating Fund to be drawn upon in proportion to the WGFP Superior's WGFP Participation Percentages to pay for Operating C&E as they are incurred;

6.3.1.2. Any amount needed to replenish any draws theretofore made on Superior's subaccount in the Operating Reserve Fund, which the WGFP Enterprise shall deposit in the Operating Reserve Fund;

6.3.1.3. An amount equal to the product obtained by multiplying Superior's WGFP Participation Percentage by the total amount needed to increase the amount on deposit in the Operating Reserve Fund to equal the aggregate of the following two years of Operating C&E as estimated by the WGFP Enterprise under Section 1.20, which the WGFP Enterprise shall deposit in the Operating Reserve Fund to be drawn upon when the moneys contained in Superior's subaccount in the Operating Fund are insufficient to make payments on Operating C&E; and

6.3.1.4. An amount equal to the product obtained by multiplying Superior's WGFP Participation Percentage by the total amount needed to replenish and maintain such other reserves as the Board may determine are necessary to establish and maintain in relation to Operating C&E, if any, pursuant to Section 6.1.2.

6.4. **Funding.** In order to meet Superior's obligations under this Contract to pay its pro rata share of Operating C&E and its Loan Allottee Financing Obligations, if any, Superior agrees as follows:

6.4.1. Superior shall to the fullest extent permitted by law fix rates, charges, or assessments so that Superior will at all times have sufficient money to meet its obligations hereunder, and confirms (1) that, in accordance with C.R.S. § 31-35-402(1)(h), payments of its outstanding obligations to pay its pro rata share of Operating C&E and its Loan Allottee Financing Obligations, if any, under this Contract (i) constitute special obligations of Superior,

payable solely from the revenues and other moneys derived by Superior from its enterprise, and (ii) shall be treated as expenses of operating such enterprise; and (2) that there are either (i) no liens, charges or encumbrances on the revenues and other moneys derived by Superior from its enterprise, or (ii) no liens, charges or encumbrances on the revenues and other moneys derived by Superior from its enterprise that include priority of payments with respect thereto that are prior to the payment of the expenses of operating such enterprise, including amounts hereunder. Superior represents and warrants that it constitutes an "enterprise" within the meaning of Article X, Section 20 of the Colorado Constitution (TABOR) and does not have the legal authority to levy a tax. Superior's outstanding obligations to pay its pro rata share of Operating C&E and its Loan Allottee Financing Obligations if any, under this Contract do not constitute a general obligation debt or indebtedness of Superior within the meaning of any constitutional or statutory debt limitations or provisions, and are not payable in whole or in part from the proceeds of ad valorem property or other taxes of Superior.

6.4.2. Nothing herein shall be construed as prohibiting Superior from (1) using any other funds and revenues legally available therefor for purposes of satisfying any provisions of this Contract or (2) incurring obligations payable on a parity with the obligations under this Contract so long as Superior's obligations to pay its pro rata share of Operating C&E and its Loan Allottee Financing Obligations, if any, under this Contract continue to constitute special obligations of Superior, payable solely from the revenues and other moneys derived by Superior from its enterprise, and are treated as expenses of operating such enterprise.

6.4.3. Superior shall make payments required by this Contract whether or not the WGFP is permitted, undertaken, completed, operable, operated or retired and notwithstanding the suspension, interruption, interference, reduction, or curtailment of operation of the WGFP in whole or in part for any reason whatsoever. Such payments are not subject to any reduction, whether offset or otherwise, and are not conditioned upon performance by the WGFP Enterprise or any other WGFP Allottee under this Contract or any other agreement.

6.4.4. Superior shall take all reasonable steps to maintain its status as an enterprise as defined in Section 20 of Article X of the Colorado Constitution.

6.4.5. Superior shall not be liable under this Contract for the obligations of any other WGFP Allottee except as otherwise expressly set forth herein. Each WGFP Allottee shall be solely responsible and liable for performance of its obligations under its respective WGFP Allotment Contract. The obligation of each WGFP Allottee to make payments under its respective WGFP Allotment Contract is a several obligation and not a joint obligation with those of the WGFP Allottees.

6.5. **Security.** Superior hereby represents and warrants that the revenues of its enterprise are pledged to pay the operation and maintenance expenses of such

enterprise along with any indebtedness incurred by Superior for the purpose of financing or refinancing improvements to its enterprise. Furthermore, Superior hereby represents and warrants that, in accordance with C.R.S. § 31-35-402(1)(h), Superior's obligations to pay its pro rata portion of Operating C&E and its Loan Allottee Financing Obligations, if any, under this Contract constitute special obligations of Superior, payable solely from the revenues and other moneys derived by Superior from its enterprise, and shall be treated as expenses of operating such enterprise. Superior hereby covenants that it will not issue or otherwise incur any indebtedness or other obligation that has a lien on the revenues of its enterprise prior or superior to its obligation to pay the operating expenses of its enterprise.

6.6. **Cooperation, Disclosure and Documents**. Superior shall cooperate with the WGFP Enterprise for the purpose of expediting the issuance of WGFP Financing Obligations (as defined in Section 8.2) to finance the applicable portion of Capital C&E by providing such information and disclosure as may be reasonably required for such purpose, and by delivering all closing documents reasonably required by the WGFP Enterprise's counsel at the closing of each series of WGFP Financing Obligations. The WGFP Enterprise and Superior will adopt, deliver, execute and make any and all further assurances, instruments and resolutions as may be reasonably necessary or proper to effect any financing and refinancing of Capital C&E and to allow the WGFP Enterprise to comply with reporting obligations, to assure the WGFP Enterprise of Superior's intention to perform hereunder and for the better assuring and confirming unto the WGFP Enterprise and any Lender (as defined in Section 8.2) the rights and benefits provided to them herein.

6.7. **Maintenance of Tax-Exempt Status of WGFP Financing Obligations.** Notwithstanding any other provision of this Contract, no WGFP Allottee will take any action or omit to take any action, directly or indirectly, in any manner, which would result in any of the WGFP Financing Obligations (as defined in Section 8.2), the interest on which was intended to be excludable from gross income for federal income tax purposes, being treated as an obligation not described in Section 103(a) of the Internal Revenue Code of 1986, as amended, by reason of classification of such WGFP Financing Obligations as a "private activity bond" within the meaning of Section 141 of said Code, by reason of classification of such WGFP Financing Obligations as an "arbitrage bond" within the meaning of Section 148 of said Code, or for any other reason.

PART III – PROVISIONS APPLICABLE TO CASH ALLOTTEES

7. **Provisions Applicable to Cash Allottees.**

7.1. **Applicability**. This Section 7 shall, unless modified by express language in a subsequent agreement, be applicable to Superior to the extent that it meets its Capital C&E Funding Obligations under Section 6.2 through Capital C&E Funding Cash Payments. Superior is referred to herein as a Cash Allottee to the extent that it meets its Capital C&E Funding Obligations under Section 6.2 through Capital C&E Funding Cash Payments.

7.2. **Additional Definitions**. In addition to the definitions in Section 1, the following definitions shall apply to this Section 7.

7.2.1. **"Escrow Agreement"** means the escrow agreement between the WGFP Enterprise and Cash Allottee as more particularly described in this Section 7.

7.2.2. **"Escrow Fund"** means the escrow fund established under the Escrow Agreement.

7.3. **Payment of Capital C&E Funding Obligations.**

7.3.1. **Initial C&E.** To the extent Superior meets its Capital C&E Funding Obligations for Initial C&E under Section 6.2.1 through Capital C&E Funding Cash Payments, Superior hereby agrees to provide its Capital C&E Funding Cash Payment for such Initial C&E to the WGFP Enterprise on or before the date of sale of any WGFP Financing, exclusive of a CWCB Loan (as defined in Section 8.2), for such amount of Capital C&E.

7.3.1.1. In the event that the WGFP Enterprise, in consultation with the WGFP Allottees, determines that a portion of the Initial C&E should be incurred before the date of sale of any WGFP Financing (exclusive of a CWCB Loan) and paid for using the CWCB Loan and Capital C&E Funding Cash Payments, the WGFP Enterprise shall give notice to the WGFP Allottees of its intent to incur such Capital C&E and, to the extent Superior meets its Capital C&E Funding Obligations for Initial C&E under Section 6.2.1 through Capital C&E Funding Cash Payments, Superior agrees to provide a portion of its Capital C&E Funding Cash Payment corresponding to the proportion of the Initial C&E to be incurred before the date of sale of any WGFP Financing (exclusive of a CWCB Loan) to the WGFP Enterprise within sixty (60) days after WGFP Enterprise sends the notice described herein; in such event, the remainder of Superior's Capital C&E Funding Obligations for Initial C&E under Section 6.2.1 shall still be due to the WGFP Enterprise on or before the date of sale of any WGFP Financing for such amount of Capital C&E, exclusive of a CWCB Loan.

7.3.2. **Completion C&E and Future Extraordinary C&E.** To the extent Superior elects to meet its Capital C&E Funding Obligations for Completion C&E under Section 6.2.2 or its additional Capital C&E Funding Obligations for Future Extraordinary C&E under Section 6.2.3, other than Capital C&E Funding Cash Payments for emergency Future Extraordinary C&E incurred by the WGFP Enterprise prior to the giving of notice to Superior, through Capital C&E Funding Cash Payments, Superior hereby agrees to provide its Capital C&E Funding Cash Payment to the WGFP Enterprise on or before the date of sale of any associated WGFP Financing, or on such other date as agreed to by the WGFP Enterprise and Superior.

7.3.3. For sixty (60) days immediately before a Capital C&E Funding Cash Payment associated with Capital C&E is due to the WGFP Enterprise in

accordance with this Section 7.3, Cash Allottee agrees to place the funds to be provided to WGFP Enterprise in an escrow account and schedule such funds for release to the WGFP Enterprise on the date such Capital C&E Funding Cash Payments are due to the WGFP Enterprise, except that Cash Allottee may release and provide such funds to the WGFP Enterprise in advance of such due date in its discretion.

7.3.4. To the extent Superior meets any of its Capital C&E Funding Obligations through Capital C&E Funding Cash Payments, Superior hereby represents, warrants, and covenants that such Capital C&E Funding Cash Payments shall and will be delivered to the WGFP Enterprise free and clear of any prior lien, including any pledge of the revenues of its enterprise.

7.4. **Escrow Agreement; Escrow Fund.** In addition to the funds established under Section 6.1, the WGFP Enterprise shall establish and maintain an Escrow Fund pursuant to an Escrow Agreement between the WGFP Enterprise and Cash Allottee in the form attached hereto as **Exhibit D**, with segregated accounts for each WGFP Allottee required to make payments into such Escrow Fund. The WGFP Enterprise shall deposit the proceeds of Cash Allottees' Capital C&E Funding Cash Payments into the Escrow Fund.

7.5. **Disbursements From Escrow Fund to Pay for Capital C&E.** Pursuant to the terms of the Escrow Agreement, the WGFP Enterprise shall disburse amounts from the Escrow Fund on a periodic basis for the payment of amounts due and owing on account of the Cash Allottee's Capital C&E Funding Obligations attributable to its Capital C&E Funding Cash Payment. Pursuant to the terms of the Escrow Agreement, such periodic disbursements from the Escrow Fund shall occur simultaneously with disbursements from the funds and accounts funded with proceeds provided by all other WGFP Allottees, whether through the provision of Capital C&E Funding Cash Payments or through participation in WGFP Financing, and each disbursement from the Escrow Fund shall be in an amount where the ratio of such amount to the total disbursements for Capital C&E Funding Obligations for such period is equal to the Cash Allottee's pro-rata share of Capital C&E Funding Obligations attributable to its Capital C&E Funding Cash Payment at the time of any such disbursement.

7.6. To the extent Superior satisfies any of its Capital C&E Funding Obligations through Capital C&E Funding Cash Payments, if the WGFP Enterprise holds any proceeds from Superior's payment of its Capital C&E Funding Obligations after the WGFP Enterprise determines that all Capital C&E have been paid in full, then the WGFP Enterprise shall, at Superior's option, either reimburse such proceeds to Superior or transfer and credit such proceeds to Superior's payment of other C&E due under this Contract.

PART IV – PROVISIONS APPLICABLE TO LOAN ALLOTTEES

8. **WGFP Financing.**

8.1. **Applicability**. This Section 8 shall, unless modified by express language in a subsequent agreement, be applicable to Superior to the extent that it participates in

a WGFP Financing and for the term of repayment of any such WGFP Financing in which Superior participates. Superior is referred to herein as a Loan Allottee to the extent that it participates in any WGFP Financing.

8.2. **Additional Definitions**. In addition to the definitions in Section 1, the following definitions shall apply to WGFP Financing and this Section 8.

8.2.1. **"CWCB Loan"** means a loan or loans issued or to be issued to the WGFP Enterprise by the Colorado Water Conservation Board under an intergovernmental loan contract.

8.2.2. **"Debt Service Fund"** means a fund established under any Financing Document to provide for the payment of WGFP Financing Obligations.

8.2.3. **"Debt Service Reserve Fund"** means a reserve fund established under any Financing Document to provide for the payment of WGFP Financing Obligations when the moneys contained in the Debt Service Fund for such WGFP Financing Obligations are insufficient to make such payments.

8.2.4. **"Lender"** means any lender, bondholder, noteholder, lessee or other holder of any other obligation or indebtedness (including the State of Colorado, the United States of America, or any department, bureau or other affiliated entity thereof) issued in connection with a WGFP Financing of the WGFP Enterprise which constitutes a WGFP Financing Obligation.

8.2.5. **"Revenue Fund"** means a fund established to provide for the disbursement of annual payments made by Loan Allottees under the terms of Section 8.6.

8.2.6. **"Subordinated Lien Loan Fund"** means a fund established hereunder to provide for the payment of any lien borrowings that are subordinate to WGFP Financing Obligations, including the CWCB Loan.

8.2.7. **"Subordinated Lien Loan Reserve Fund"** means a reserve fund established under Section 8.4.

8.2.8. **"WGFP Financing Costs"** means any and all costs associated with a WGFP Financing, including but not limited to (a) the principal of and interest on all WGFP Financings, (b) fees payable to Lenders and others related to the issuance and administration of a WGFP Financing, and (c) reserves required in connection with a WGFP Financing, if any. WGFP Financing Costs are included in the definition of Capital C&E.

8.2.9. **"WGFP Financing Obligation"** means the obligation of the WGFP Enterprise to repay an amount of money borrowed from a Lender through a WGFP Financing.

8.3. **Issuance or Incurrence of WGFP Financing Obligations**. The WGFP Enterprise will use its best efforts to issue or cause to be issued WGFP Financing Obligations. The WGFP Enterprise may obtain such WGFP Financing in one or more transactions and by one or more means. The WGFP Financing Obligations shall be

issued, in one or more issuances, only upon approval of the Enterprise Board. To the extent Superior participates in any WGFP Financing, Superior authorizes an initial WGFP Financing for the Initial C&E (less that amount funded by Capital C&E Funding Cash Payments) as described in Section 6.2.1, defined in **Exhibit A**, and in accordance with Section 8.18; and such WGFP Financing for Completion C&E or Future Extraordinary C&E as determined by the Enterprise Board to be necessary under Section 6.2.2 and Section 6.2.3, respectively.

8.4. **WGFP Financing Funds.** In addition to the funds established in Section 6.1, there shall be established and maintained either by the WGFP Enterprise or under any Financing Documents the following funds and reserve funds, with segregated accounts for each Loan Allottee, to be used under the terms of this Section 8: a Revenue Fund; a Debt Service Fund; a Debt Service Reserve Fund; a Subordinated Lien Loan Fund; a Subordinated Lien Loan Reserve Fund; and a Liquidity Fund.

8.4.1. **Liquidity Fund.** For each WGFP Financing undertaken by the WGFP Enterprise, whether senior lien or subordinate lien, in which Superior participates, and to the extent of such participation, Loan Allottees shall, on a due date or due dates set by the WGFP Enterprise in its discretion and noticed to the WGFP Allottees, deposit with the WGFP Enterprise an amount equal to the product of Loan Allottee's WGFP Financing Participation Percentage multiplied by 30% of the maximum annual debt service on such WGFP Financing, which the WGFP Enterprise shall deposit in the Liquidity Fund in segregated accounts for each Loan Allottee. Such Liquidity Fund shall be held by the WGFP Enterprise to be applied separately from any reserves required for the borrowings. Upon full repayment of a WGFP Financing, the WGFP Enterprise shall return the amount each Loan Allottee deposited in the Liquidity Fund for such WGFP Financing to such Loan Allottee. Any interest accrued by the Liquidity Fund shall be transferred to the Operating Fund and credited, based on the WGFP Financing Participation Percentages, to each Loan Allottee's payment of amounts due to such fund under this Contract.

8.5. **Payment of Loan Allottee's Capital C&E Funding Obligations and Operating C&E.** To the extent Superior participates in any WGFP Financing and for the term of any such WGFP Financing, Loan Allottee hereby agrees to pay, on or before the last business day of January of each calendar year, an amount equal to the sum of the following:

8.5.1. An amount equal to the product obtained by multiplying Loan Allottee's WGFP Participation Percentage by the total amount of all Operating C&E estimated by the WGFP Enterprise to become due in the then current calendar year;

8.5.2. Subject to Section 8.18 hereof, an amount equal to the product obtained by multiplying Loan Allottee's WGFP Financing Participation Percentage by the total amount of principal of and interest to become due, on or prior to January 14 of the following calendar year, on all WGFP Financing;

8.5.3. Any amount needed to replenish any draws theretofore made on Loan Allottee's subaccount in the Operating Reserve Fund;

8.5.4. An amount equal to the product obtained by multiplying Loan Allottee's WGFP Participation Percentage by the total amount needed to increase the amount on deposit in the Operating Reserve Fund to equal the aggregate of the following two years of Operating C&E as estimated by the WGFP Enterprise under Section 1.20;

8.5.5. Any amount needed to replenish any draws theretofore made on Loan Allottee's subaccount in the Debt Service Reserve Fund;

8.5.6. An amount equal to the product obtained by multiplying Loan Allottee's WGFP Financing Participation Percentage by the total amount needed to increase the amount on deposit in the Debt Service Reserve Fund to equal the amount required to be on deposit therein under any Financing Document;

8.5.7. Any amount needed to replenish any draws theretofore made on Loan Allottee's subaccount in the Subordinated Lien Loan Reserve Fund;

8.5.8. An amount equal to the product obtained by multiplying Loan Allottee's WGFP Financing Participation Percentage by the total amount needed to increase the amount on deposit in the Subordinated Lien Loan Reserve Fund to equal the amount required to be on deposit therein under any Financing Document;

8.5.9. Any amount needed to replenish any draws theretofore made on Loan Allottee's subaccounts in such other reserves as the Enterprise Board may determine are necessary to establish and maintain in relation to Operating C&E, if any, pursuant to Section 6.1.2;

8.5.10. An amount equal to the product obtained by multiplying Loan Allottee's WGFP Participation Percentage by the total amount needed to increase the amount on deposit in such other reserves as the Enterprise Board may determine are necessary to establish and maintain in relation to Operating C&E, if any, pursuant to Section 6.1.2 to equal the amount determined by the Enterprise Board to be necessary to be on deposit therein;

8.5.11. An amount equal to Loan Allottee's obligation to contribute funds into the Liquidity Fund as provided in Section 8.4.1; and

8.5.12. Any amount due from Loan Allottee pursuant to Voluntary Step-Up or Mandatory Step-Up under Section 5.4.6.6.

8.6. **Revenue Fund**. The WGFP Enterprise shall deposit all amounts paid by Loan Allottee under Section 8.5 into the Revenue Fund and credit such amounts to Loan Allottees' subaccounts therein. Monies in the Revenue Fund shall be disbursed periodically by the WGFP Enterprise to the following funds in the following order of priority:

8.6.1. To the Operating Fund, the full amount of the current Operating C&E attributable to all Loan Allottees;

8.6.2. To the Debt Service Fund, an amount equal to the WGFP Financing Costs for such period, except for financing costs for any subordinated lien borrowing, including the CWCB Loan;

8.6.3. To the Subordinated Lien Loan Fund, an amount necessary to pay the debt service for such period on all subordinated lien borrowings, including the CWCB Loan;

8.6.4. To the Operating Reserve Fund, an amount necessary to replenish any prior draws made in respect of any and all Loan Allottees and to increase the amount on deposit therein to equal the aggregate of the following two years of Operating C&E as estimated by the WGFP Enterprise under Section 1.20;

8.6.5. To the Debt Service Reserve Fund, an amount necessary to replenish any prior draws made in order to pay WGFP Financing Costs and to increase the amount on deposit therein to equal the amount required to be on deposit therein under any Financing Document;

8.6.6. To the Subordinated Lien Loan Reserve Fund, an amount necessary to replenish any prior draws made in order to pay any subordinated lien borrowings, including the CWCB Loan, and to increase the amount on deposit therein to equal the amount required to be on deposit therein under any Financing Document;

8.6.7. To such other reserves as the Enterprise Board may determine are necessary to establish and maintain in relation to Operating C&E, if any, pursuant to Section 6.1.2, an amount necessary to replenish any prior draws made in order to pay Operating C&E and to increase the amount on deposit therein to equal the amount determined by the Enterprise Board to be necessary to be on deposit therein;

8.6.8. To the Liquidity Fund, an amount necessary to maintain such fund at the amount described in Section 8.4.1; and

8.6.9. If any amount remains, to a surplus fund established and maintained by the WGFP Enterprise to be used by the WGFP Enterprise in its discretion for any lawful purpose of the WGFP Enterprise.

8.7. **Billing Statement and Payment of WGFP Financing Costs and Operating C&E.** As a component of the Billing Statement described in Section 4.5, the WGFP Enterprise shall furnish Loan Allottee with a written statement of the estimated WGFP Financing Costs for each succeeding Fiscal Year, if any, taking into account applicable credits received by the WGFP Enterprise and estimated investment earnings on moneys, if any, related to WGFP Financing Obligations and held by the WGFP Enterprise. Allottee shall pay, or cause to be paid, to the WGFP

Enterprise, on or before the last business day of January of each calendar year, 100% of the WGFP Financing Costs billed to Allottee in such written statement.

8.8. **Interest on Late Payment**. Any amount of the WGFP Financing Costs billed in a Fiscal Year by the WGFP Enterprise under Section 8.7 which remains unpaid after the last business day of February shall bear interest from such day at the per annum interest rate of eighteen percent (18%) until paid. To the extent Superior is a Loan Allottee, interest paid by Loan Allottee shall not change the WGFP Participation Percentage or WGFP Financing Participation Percentage of Loan Allottee but shall be applied to the payment of WGFP Financing Costs of the Loan Allottees other than the Loan Allottee paying such interest in accordance with the applicable Financing Documents.

8.9. **WGFP Enterprise Responsibility Regarding Collected Funds**. The WGFP Enterprise shall apply the funds paid by Loan Allottee pursuant to Section 8.5 solely as provided in Section 8.6. The WGFP Enterprise shall keep amounts collected under this Contract from Loan Allottee in a designated account for the WGFP Financing Obligations, promptly pay when due the WGFP Financing Costs, provide WGFP Financing accounting and payment information to all WGFP Allottees, and take such other reasonable actions as may be requested by Loan Allottee and agreed to by the WGFP Enterprise; provided, that failure of the WGFP Enterprise or of Loan Allottee to make payment required by Section 8 of a WGFP Allotment Contract shall not relieve Loan Allottee of its obligation to pay all amounts owed under this Contract.

8.10. **Loan Allottee Bankruptcy or Insolvency**. In addition to a failure to pay any amounts due under Section 8.5, Default under Section 5.3.1.2 shall also include, without limitation, Loan Allottee's act of filing any petition or instituting any proceedings under any act or acts, state or federal, dealing with or relating to the subject of bankruptcy or insolvency or under any amendment of such act or acts, either as a bankrupt or as an insolvent or as a debtor or in any similar capacity, wherein or whereby Loan Allottee asks or seeks or prays to be adjudicated a bankrupt, or to be discharged from any or all of its debts or obligations, or offers to its creditors to effect a composition or extension of time to pay its debts, or asks, seeks or prays for a reorganization or to effect a plan of reorganization or for a readjustment of its debts or for any other similar relief, or Loan Allottee's act of making a general or any assignment for the benefit of its creditors. A Default under this Section 8.10 shall be subject to the Default, forfeiture, and other provisions of Section 5.4.

8.11. **Future Financings**. In the event Superior participates in any future borrowing or refinancing authorized by this Contract, Superior agrees to undertake the same obligations as are set forth in this Section 8.

8.12. **Obligation Is Not Subject to Reduction**. Loan Allottee shall make payments under Section 8.5 of this Contract whether or not WGFP is permitted, undertaken, completed, operable, operated or retired and notwithstanding the suspension, interruption, interference, reduction, or curtailment of operation of WGFP or of water or storage contracted for in whole or in part for any reason whatsoever. Such payments are not subject to any reduction, whether offset or otherwise, and are not

conditioned upon performance by the WGFP Enterprise or any other Loan Allottee under this Contract or any other agreement. If and to the extent Loan Allottee transfers all or a part of its WGFP Allotment associated with any WGFP Financing under the terms of Section 5.2, Loan Allottee shall remain liable for its obligations to pay the WGFP Enterprise for the WGFP Financing associated with the transferred WGFP Allotment in the event and to the extent not paid by the transferee acquiring such WGFP Allotment.

8.13. **Several Obligation**. No Loan Allottee shall be liable under its respective WGFP Allotment Contract for the obligations of any other Loan Allottee except as expressly set forth in Section 5.4 hereof. Each Loan Allottee shall be solely responsible and liable for performance of its obligations under its respective WGFP Allotment Contract. The obligation of each Loan Allottee to make payments under its respective WGFP Allotment Contract is a several obligation and not a joint obligation with those of the other WGFP Allottees.

8.14. **Limited Obligations of WGFP Enterprise**. WGFP Financing Obligations incurred by the WGFP Enterprise pursuant to this authorization are special revenue obligations of the WGFP Enterprise payable solely from the amounts received by the WGFP Enterprise from the Loan Allottees under the WGFP Allotment Contracts. WGFP Financing Obligations do not constitute a general obligation debt or indebtedness of the WGFP Enterprise within the meaning of any constitutional or statutory debt limitations or provisions. The WGFP Enterprise does not have the legal authority to levy a tax.

8.15. **Allocation of Project Expenses; Disbursements**. Allottee agrees that all WGFP Financing Costs are to be paid solely from the amounts received by the WGFP Enterprise from the Loan Allottees under the WGFP Allotment Contracts, and are not the responsibility of the WGFP Enterprise, the WGFP Allottees that did not participate in WGFP Financing to the extent that they did not participate, or the District.

8.15.1. The Financing Documents relating to WGFP Financing Obligations shall provide that simultaneously at the time of the disbursement of any proceeds of WGFP Financing Obligations there will be a disbursement of proceeds from the funds holding cash payments made by WGFP Allottees not participating in WGFP Financing, and that in each instance the disbursement of proceeds of WGFP Financing Obligations and the disbursement of proceeds from the funds holding cash payments made by WGFP Allottee not participating in WGFP Financing shall be in proportion to the applicable WGFP Participation Percentage of each WGFP Allottee.

8.16. **Pledge or Assignment to Lender**. The WGFP Enterprise may pledge and assign to any Lender all or any portion of the payments received under this Contract from Allottee. Such pledge and assignment by the WGFP Enterprise shall be made effective for such time as the WGFP Enterprise shall determine and provide that the Lender shall have the power to enforce this Contract if an event of default occurs under the applicable Financing Document.

8.17. **Lender is Third Party Beneficiary**. Any Lender shall have the right as a third-party beneficiary to initiate and maintain suit to enforce this Contract to the extent provided in any Financing Document.

8.18. **Loan Allottees' Elections of Amortization Schedules**. All WGFP Allottees have been directly and substantially involved with the WGFP Enterprise in creating the form of this Contract. The WGFP Enterprise has advised all WGFP Allottees, among other things, that: (a) the WGFP is not a project amenable to being down-scaled in the event less than all currently anticipated WGFP Allottees participate; (b) the WGFP Enterprise intends to obtain for Initial C&E (i) a WGFP Financing in the form of a $90 million, 30-year, low interest rate, subordinate lien, level debt service CWCB Loan, and (ii) a WGFP Financing in the form of a publicly-offered issue of revenue bonds for the balance of the WGFP Financing Obligation for Initial C&E with a 30-year, market-based interest rate, level debt service loan (the "Revenue Bond Financing"). Some Loan Allottees have informed the WGFP Enterprise that they prefer to participate in the Revenue Bond Financing to fund their individual Capital C&E Funding Obligation for Initial C&E if their payments are substantially based on an amortization schedule of 20 years, and other Loan Allottees have informed the WGFP Enterprise that their ability to participate in the Revenue Bond Financing to fund their individual Capital C&E Funding Obligation for Initial C&E requires a 30-year amortization. The WGFP Enterprise has determined that separate 20-year and 30-year bond issues are not a viable option. The WGFP Enterprise and WGFP Allottees are willing to accommodate a mixture of 20-year and 30-year amortization schedules if the accommodation does not adversely affect any WGFP Allottees or alter the obligations of all Loan Allottees under their WGFP Allotment Contracts (other than establishment of different amortization schedules for Loan Allottees according to their preferences for 20-year or 30-year amortization schedules). The WGFP Enterprise has advised all WGFP Allottees, among other things, that: (a) the WGFP Enterprise must make determinations as to what is in the best interests of building the WGFP and in the best interests of all WGFP Allottees; and (b) it has sought, received and is relying on the advice of its financial advisor and its investment banker as to this Contract, including as to alternative financing structures, as well the advice of its bond counsel and general counsel on related legal matters. The WGFP Enterprise has determined its only currently viable financing course of action for Initial C&E is that: (A) if available, the CWCB Loan will have a 30-year level debt service amortization and all Loan Allottees shall participate in funding repayment of the CWCB Loan; and (B) the Revenue Bond Financing will have a 30- year amortization and will be structured in such a manner that (i) the Capital C&E Funding Obligations of those Loan Allottees who affirmatively elect to participate in the Revenue Bond Financing based on a 20-year amortization schedule will have 90% of their individual Capital C&E Funding Obligations amortized on a level debt service basis over the period of years 1 to 20 of the 30-year amortization of the Revenue Bond Financing, with the remaining 10% of their individual Capital C&E Funding Obligations amortized on a level debt service basis in years 21 to 30 of the 30-year amortization of the Revenue Bond Financing (the "90-10 arrangement"), and (ii) the Capital C&E Obligations of all Loan Allottees who do not affirmatively elect either amortization schedule will have 100% of their individual Capital C&E Funding Obligations amortized on a 30-year level debt service basis. If Superior chooses the 90-10 arrangement, it means that Superior: (A) has determined this

arrangement is in its best interests; (B) agrees that the accommodation to allow Loan Allottees to elect between 20- and 30-year amortization schedules for the Revenue Bond Financing of their individual Capital C&E Funding Obligations and the other rights and interests created by this Contract are legally sufficient consideration for all obligations of Superior under this Allotment Contract, including, without limitation, all step-up obligations of Superior pursuant to Section 5.4.6.6.; (C) acknowledges that the 10% of Superior's individual Capital C&E Funding Obligations which does not begin to amortize until year 21 will bear current interest in years 1 to 20 and that Superior is obligated to pay such interest on a current basis; (D) acknowledges that this arrangement does not change Superior's WGFP Financing Participation Percentage under this Allotment Contract in any way except in respect of the amount payable under Section 8.5.2; and (E) acknowledges that the step-up amounts, if any, payable in years 21 to 30, will not be adjusted for the 90-10 arrangement. Subject to all of the terms and conditions recited above in this Section 8.18, a Loan Allottee may choose the 90-10 arrangement by giving written notice to the WGFP Enterprise pursuant to Section 6.2.1.1.

[Remainder of Page Intentionally Left Blank]

DATED: October 26, 2020

SUPERIOR METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado

By: Clint Folsom

Name: Clint Folsom

Title: District President

ATTEST:

By:

Name: Phyllis Hall

Title: Secretary for the District

DATED: November 12, 2020

WINDY GAP FIRMING PROJECT WATER ACTIVITY ENTERPRISE MUNICIPAL SUBDISTRICT, NORTHERN COLORADO WATER CONSERVANCY DISTRICT

By: Dennis Yanchunas

Name: Dennis Yanchunas

Title: President

ATTEST:

By:

Name: Bradley D. Wind

Title: Secretary

EXHIBIT A
Initial C&E

WGFP Allottee	WGFP Allotment (WGFP Units)	WGFP Participation Percentage	Capital C&E Funding Obligation (Initial C&E)	Capital C&E Funding Cash Payment (Initial C&E)	WGFP Units Attributable to Capital C&E Funding Cash Payment (Initial C&E)	WGFP Financing (Initial C&E)	WGFP Units Attributable to WGFP Financing (Initial C&E)	WGFP Financing Participation Percentage (Initial C&E)
Broomfield	26,464	29.40%	**$176,400,000**	**$22,000,000**	3,300	**$154,400,000**	23,164	32.26%
Platte River Power Authority	16,000	17.78%	**$106,680,000**	**$27,000,000**	4,049	**$79,680,000**	11,951	16.64%
Loveland	10,000	11.11%	**66,660,000**	**$20,000,000**	3,000	**$46,660,000**	7,000	9.75%
Greeley	9,189	10.21%	**61,260,000**		0	**$61,260,000**	9,189	12.80%
Longmont	7,500	8.33%	**49,980,000**	**$49,980,000**	7,500	**0.00**		0.00%
Erie	6,000	6.67%	**40,020,000**		0	**$40,020,000**	6,000	8.36%
Little Thompson Water District	4,850	5.40%	**32,400,000**		0	**$32,340,000**	4,850	6.75%
Superior	4,726	5.25%	**31,500,000**		0	**$31,500,000**	4,726	6.58%
Louisville	2,835	3.15%	**18,900,000**		0	**$18,900,000**	2,835	3.95%
Fort Lupton	1,190	1.32%	**7,920,000**		0	**$7,920,000**	1,190	1.66%
Lafayette	900	1.00%	**6,000,000**		0	**$6,000,000**	900	1.25%
Central Weld County Water District	346	0.38%	**2,280,000**	**$2,280,000**	346	**0.00**	0	0.00%
Totals	**90,000**	**100%**	**$600,000,000**	**$121,260,000**	18,195	**$478,680.00**	71,805	100.00%

EXHIBIT B
Completion C&E/Future Extraordinary C&E

WGFP Allottee	Capital C&E Funding Obligation	Capital C&E Funding Cash Payment	WGFP Units Attributable to Capital C&E Funding Cash Payment	WGFP Financing	WGFP Units Attributable to WGFP Financing	WGFP Financing Participation Percentage
Broomfield	**$0.00**	**$0.00**	0	**$0.00**	0	0.00%
Platte River Power Authority	**0.00**	**0.00**	0	**0.00**	0	0.00%
Loveland	**0.00**	**0.00**	0	**0.00**	0	0.00%
Greeley	**0.00**	**0.00**	0	**0.00**	0	0.00%
Longmont	**0.00**	**0.00**	0	**0.00**	0	0.00%
Erie	**0.00**	**0.00**	0	**0.00**	0	0.00%
Little Thompson Water District	**0.00**	**0.00**	0	**0.00**	0	0.00%
Superior	**0.00**	**0.00**	0	**0.00**	0	0.00%
Louisville	**0.00**	**0.00**	0	**0.00**	0	0.00%
Fort Lupton	**0.00**	**0.00**	0	**0.00**	0	0.00%
Lafayette	**0.00**	**0.00**	0	**0.00**	0	0.00%
Central Weld County Water District	**0.00**	**0.00**	0	**0.00**	0	0.00%
Totals	**$ 0.00**	**$ 0.00**	0	**$ 0.00**	0	100.00%

EXHIBIT C

IF TO:	MAILING ADDRESS
Windy Gap Firming Project Water Activity Enterprise	c/o WGFP Project Manager 220 Water Avenue Berthoud, CO 80513
Broomfield	c/o David F. Allen Director of Public Works 1 DesCombes Drive Broomfield, CO 80020-2495
Central Weld County Water District	c/o Stan Linker District Manager 2235 2nd Avenue Greeley, CO 80631-7203
Greeley	c/o Sean Chambers Director of Water & Sewer 1100 10th Street, Ste 300 Greeley, CO 80631-3863
Erie	c/o Todd Fessenden Deputy Public Works Director PO Box 750 Erie, CO 80516-0750
Fort Lupton	City of Fort Lupton Attn: City Administrator 130 South McKinley Avenue Fort Lupton, CO 80621
Lafayette	c/o Jeff Arthur Public Works Director 1290 S Public Road Lafayette, CO 80026-2706
Little Thompson Water District	c/o Amber Kauffman District Manager 835 E State Hwy 56 Berthoud, CO 80513-9237
Longmont	c/o Ken Huson Water Resources Engineer 1100 S. Sherman Street Longmont, CO 80501-6550
Louisville	c/o Cory Peterson Water Resources Engineer 749 Main Street Louisville, CO 80027-1136

IF TO:	MAILING ADDRESS
Loveland	c/o Larry D. Howard Senior Civil Engineer – Water Resources 200 N. Wilson Avenue Loveland, CO 80537-6017
Platte River Power Authority	c/o Heather Banks Fuels & Water Manager 2000 E Horsetooth Road Fort Collins, CO 80525-5721
Superior	c/o Jim Widner Utilities Superintendent 124 E Coal Creek Drive Superior, CO 80027-9626

EXHIBIT D TO WGFP ALLOTMENT CONTRACT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made effective as of _____, by and between the Windy Gap Firming Project Water Activity Enterprise (the "**WGFP Enterprise**"), and [Name of Cash Allottee] (the "**Cash Allottee**"), and is made with reference to the following facts:

RECITALS

A. The WGFP Enterprise is a government-owned business within the meaning of Article X, § 20(2)(d) of the Colorado Constitution organized pursuant to C.R.S. §§ 37-45.1-101 *et seq.* that is owned by the Municipal Subdistrict, Northern Colorado Water Conservancy District, and whose address is 220 Water Avenue, Berthoud, Colorado 80513. The WGFP Enterprise is a water activity enterprise that will exercise the authorities granted by C.R.S. §§ 37-45-101 *et seq.*, 37-45.1-101 *et seq.*, 31-35-401 *et seq.*, and any other relevant grant of statutory authority, for the purpose of the planning, financing, acquisition, construction, operation, administration, maintenance, repair, replacement, rehabilitation, and improvement of the Windy Gap Firming Project ("WGFP").

B. Cash Allottee is a [add description*].

C. Pursuant to the WGFP Allotment Contract between the WGFP Enterprise and Cash Allottee, Cash Allottee has elected to make an upfront cash payment (the "Capital C&E Funding Cash Payment") to the WGFP Enterprise for the purpose of paying [a portion of] Cash Allottee's pro rata obligation, based on the WGFP Participation Percentages, to fund [Initial C&E] ("Capital C&E Funding Obligations"). Specifically, Cash Allottee has elected to make a Capital C&E Funding Cash Payment of $[XXXXXXXX], which is equal to [X%] of its Capital Funding Obligations for [Initial C&E].

D. In accordance with the WGFP Allotment Contract, the WGFP Enterprise has established and agreed to maintain an Escrow Fund with segregated accounts for each WGFP Allottee required to make a Capital C&E Funding Cash Payment into such Escrow Fund.

AGREEMENT

THEREFORE, in consideration of the facts recited above and of the covenants, terms, and conditions set forth herein, the parties agree as follows:

1. Definitions. Each and every definition set forth in the foregoing "introduction" and "recitals" is hereby incorporated into this Escrow Agreement by this reference. Capitalized terms not defined herein shall have the meanings assigned those terms in the WGFP Allotment Contract. To the extent the definition of a capitalized term herein conflicts with the definition of such term in the WGFP Allotment Contract, the definition in the WGFP Allotment Contract shall prevail.

2. Establishment of [Name of Cash Allottee] Proceeds Fund. Within the Escrow Fund, there is hereby created and established a special fund designated "[Name of Cash Allottee] – Capital C&E Funding Cash Payment Proceeds Fund" (the "[Name of Cash Allottee] Proceeds Fund"), which shall be held in trust by the WGFP Enterprise separate and apart from all other

funds of the WGFP Enterprise. The [Name of Cash Allottee] Proceeds Fund shall be a separate account from any other funds or accounts in the Escrow Fund funded with proceeds provided by other WGFP Allottees.

3. **Deposit of Capital C&E Funding Cash Payment**. The proceeds of the Capital C&E Funding Cash Payment paid by Cash Allottee to the WGFP Enterprise pursuant to the WGFP Allotment Contract shall be deposited in the [Name of Cash Allottee] Proceeds Fund and applied to the Cash Allottee's Capital Funding Obligations set forth under the WGFP Allotment Contract.

4. **Disbursements From [Name of Cash Allottee] Proceeds Fund**. The WGFP Enterprise shall disburse amounts from the [Name of Cash Allottee] Proceeds Fund on a periodic basis for the payment of amounts due and owing on account of the Cash Allottee's Capital C&E Funding Obligations. Such periodic disbursements from the [Name of Cash Allottee] Proceeds Fund shall occur simultaneously with disbursements from the funds and accounts funded with proceeds provided by all of the WGFP Allottees, whether through the provision of cash, through the participation in a financing by the WGFP Enterprise, or through both. Each disbursement from the [Name of Cash Allottee] Proceeds Fund shall be in an amount where the ratio of such amount to the total disbursement for [Initial C&E] at such time is equal to the Cash Allottee's WGFP Participation Percentage attributable to its Capital Funding Cash Payment at the time of any such disbursement.

5. **Investment of Proceeds**. Any moneys in the [Name of Cash Allottee] Proceeds Fund not presently needed for payment of the Cash Allottee's Capital Funding Obligations as set forth above may be invested in any legal investments for monies of the WGFP Enterprise maturing or otherwise available not later than the date upon which such moneys will be needed according to a schedule of anticipated payments from the [Name of Cash Allottee] Proceeds Fund prepared by the WGFP Enterprise in connection with the WGFP. Any such investments shall be made in accordance with the investment policies adopted by the WGFP Enterprise and shall be held by the WGFP Enterprise, in trust, for the account of the [Name of Cash Allottee] Proceeds Fund until maturity or until sold, and at maturity or upon such sale the proceeds received therefrom including accrued interest and premium, if any, shall be immediately deposited in the [Name of Cash Allottee] Proceeds Fund and shall be disposed of in the manner and for the purposes provided in the WGFP Allotment Contract.

6. **Reporting**. The WGFP Enterprise shall provide Cash Allottee with periodic (no less than quarterly) reports regarding the disbursement of funds from the [Name of Cash Allottee] Proceeds Fund under the terms of this Escrow Agreement.

7. **Reimbursement or Transfer After [Initial C&E] Paid in Full**. If the WGFP Enterprise holds any moneys in the [Name of Cash Allottee] Proceeds Fund after the WGFP Enterprise determines that all [Initial C&E] has been paid in full, then the WGFP Enterprise shall, at Cash Allottee's option, either reimburse such proceeds to Cash Allottee or transfer and credit such proceeds to Cash Allottee's payment of other costs due under its WGFP Allotment Contract.

8. **Counterparts**. This Escrow Agreement may be executed by the WGFP Enterprise and the Cash Allottee in separate counterparts, each of which when so executed and delivered shall

be an original, but all such counterparts shall together constitute but one and the same instrument. Facsimile and electronic signatures shall be binding for all purposes

9. Severability. If one or more clauses, sentences, paragraphs or provisions of this Escrow Agreement shall be held to be unlawful, invalid or unenforceable, the remainder of this Escrow Agreement shall not be affected thereby.

10. Choice of Law. This Agreement shall be governed by the laws of the State of Colorado.

IN WITNESS WHEREOF, the WGFP Enterprise and the Cash Allottee, pursuant to resolutions duly and regularly adopted by their respective governing bodies, have caused their names to be affixed by their proper and respective officers as of the date set forth above.

[ALLOTTEE]

By: _____
[NAME]
[TITLE]

ATTEST:

By: _____
Title: _____

WINDY GAP FIRMING PROJECT WATER ACTIVITY ENTERPRISE

By: _____
[NAME]
[TITLE]

EXHIBIT B

Chimney Hollow Reservoir Project

NOTICE TO WGFP ALLOTTEES OF NEED TO INCUR COMPLETION C&E

To: Superior Metropolitan District No. 1
From: Jeff Drager, P.E.
Date: May 29, 2024

Under the Windy Gap Firming Project (WGFP) Allotment Contracts, and using the definitions therein, the WGFP Enterprise has determined that the Initial C&E will be depleted, and Completion C&E must be incurred to complete construction of the WGFP. This letter serves as the WGFP Enterprise's Notice under Section 6.2.2 of the Allotment Contract of the need to incur Capital C&E Funding Obligations for Completion C&E. **The total amount of Completion C&E to be incurred is $65,000,000**. Because interest earned on Initial C&E differed for Cash Allottee funds versus Loan Allottee funds, the WGFP Allottees' Capital C&E Funding Obligations for Completion C&E accordingly differ. The original Cash Allottees' Completion C&E portion totals $32,536,281 (~$715.08/cash unit) and the Loan Allottees' Completion C&E portion is $32,463,719 (~$729.52/loan unit). The WGFP Enterprise is offering the option for all Allottees to participate in a WGFP Financing to satisfy the Completion C&E, regardless of each Allottee's method of paying its Initial C&E.

Pursuant to 6.2.2, by August 27, 2024, Allottees shall elect in writing, by returning this form to the WGFP Enterprise through mail or email to jhernandez@northernwater.org, with cc to braley@troutlaw.com, to pay its Capital C&E Funding Obligations for such Completion C&E through a Capital C&E Funding Cash Payment, participation in a WGFP Financing, or a combination thereof. **If either no such election is made by August 27, or to the extent a cash payment is not received by August 30, 2024**, then that Allottee shall be obligated to participate in a WGFP Financing under Allotment Contract Section 6.2.2.2.

Construction of Chimney Hollow Reservoir is projected for completion late Summer 2025. According to the current budgets and the project's risk register, $65,000,000 is deemed adequate for the successful completion of the project. However, considering the inherent uncertainties associated with construction, it is important to note that additional Completion C&E may be required in the future. If so, the WGFP Enterprise will provide a separate notice pursuant to Allotment Contract Section 6.2.2.

Superior's Completion C&E Funding Obligation for its 4,726 Units = $3,447,720

Means of Completion C&E Payment:

☐ **Capital C&E Funding Cash Payment** _____ (# of units) $_____

☐ **WGFP Financing** _____ (# of units) $_____

Total Units = 4,726 (# of units); Total Amount = $3,447,720

_____
Signature

_____ _____
Title Date

Completion C&E Allocation Summary					
Allottee	Units	Future Cost	Avail. Funds	Completion C&E	~ Per Unit
Cash Allottees					
Broomfield	26,464	$100,008,916	$81,084,957	$18,923,959	$715.08
Loveland	10,000	$37,790,552	$30,639,721	$7,150,831	$715.08
Longmont	7,500	$28,342,914	$22,979,791	$5,363,123	$715.08
Fort Lupton	1,190	$4,497,076	$3,646,127	$850,949	$715.08
CWCWD	346	$1,307,553	$1,060,134	$247,419	$715.08
	45,500	$171,947,010	$139,410,729	$32,536,281	
Pooled Finance					
PRPA	16,000	$60,464,883	$48,792,534	$11,672,347	$729.52
Greeley	9,189	$34,725,738	$28,022,162	$6,703,576	$729.52
Erie	6,000	$22,674,331	$18,297,200	$4,377,131	$729.52
Little Thompson WD	4,850	$18,328,418	$14,790,237	$3,538,181	$729.52
Superior	4,726	$17,859,815	$14,412,095	$3,447,720	$729.52
Louisville	2,835	$10,713,621	$8,645,427	$2,068,194	$729.52
Lafayette	900	$3,401,150	$2,744,580	$656,570	$729.52
	44,500	$168,167,955	$135,704,236	$32,463,719	
Totals	90,000	$340,114,965	$275,114,965	$65,000,000	

Completion C&E Loan Payment Sumary			
Allottee	Units	Year 1-10 Payment	Year 11-30 Payment
Cash Allottees			
Broomfield	26,464	$949,101	$862,819
Loveland	10,000	$358,638	$326,035
Longmont	7,500	$268,979	$244,526
Fort Lupton	1,190	$42,678	$38,798
CWCWD	346	$12,409	$11,281
	45,500	$1,631,805	$1,483,459
Pooled Finance			
PRPA	16,000	$585,408	$532,189
Greeley	9,189	$336,207	$305,643
Erie	6,000	$219,528	$199,571
Little Thompson WD	4,850	$177,452	$161,320
Superior	4,726	$172,915	$157,195
Louisville	2,835	$103,727	$94,297
Lafayette	900	$32,929	$29,936
	44,500	$1,628,166	$1,480,151
Totals	90,000	$3,259,971	$2,963,610

ITEM NO. 5h

INFORMATION FOR MEETING
OF THE SUPERIOR BOARD OF TRUSTEES

AGENDA ITEM NAME: **Third Quarter 2024 Financial Report**

MEETING DATE: **December 9, 2024**

PRESENTED BY: **Jeff Stone, Finance Director**

PRESENTED FOR: **Discussion**

INTRODUCTION

BACKGROUND:
Quarterly the Town Board receives a summary report reviewing the financial condition of Superior. Attached is the Q3 2024 report for the Board's review and comment and the September 2024 income statement.

ATTACHMENTS:
- 3rd Quarter 2024 Financial Report
- September 2024 Income Statement

QUARTERLY FINANCIAL REPORT

3rd QUARTER 2024

3rd QUARTER 2024 HIGHLIGHTS

Executive Summary:

Superior continues to recover from the Marshall Fire. Sales tax revenues continue to rebound with receipts up 8.0% through August (compared to 2023). Reconstruction efforts continue to be strong. Of the roughly 390 buildings damages/destroyed by the fire, over 300 have pulled building permits for reconstruction. Over 260 certificates of occupancy have been issued.

Staff continue to work extensively with FEMA and the State of Colorado on reimbursement of eligible costs. The first FEMA payment for the Emergency protective measures was received in late 2023. The Town has also received payment for the GAC system project. It is anticipated that it will take several years, and extensive staff efforts, to recover funds for all the projects the Town is working on. To date, the Town has received $3.4M in FEMA reimbursement. The Town has received all ($2M) insurance proceeds and has closed out all insurance claims.

Town staff continue to work on a number of post-fire recovery projects including:

- Park reconstructions – Big Sagamore, Little Sagamore, Children's Park (substantially complete)
- Mine camp house (Completed in 3rd Quarter)
- Sagamore asphalt paving (to be completed when most rebuilding is complete)

Other Town revenues and expenses are generally at budgeted projections. The exception is within the Open Space budget – the Town purchased one unbudgeted open space parcel along the Coal Creek corridor in the first quarter.

General Overview:

September 2024 summary of Town finances:

- *Revenues*
  - General Fund (GF) revenues up 5.5% from 2023 (slightly above 2024 budgeted levels). Increase in property tax revenue make up a majority of the revenue increases as use tax and licenses and permits are down in 2024 when compared to 2023.
  - Total Water Fund revenues up 24.7% from 2023 (slightly below 2024 budgeted levels). The increase comes from an increase in system development fees paid in 2024 for Downtown Superior and higher water usage in 2024.

Other 2024 revenues are in-line with budgets.

- *Expenses*
    - GF up 7.8% from 2023. Higher Public Safety, Library and legal service costs in 2024.
    - Water down 16% from 2023. The result of a large capital project finished in 2023:
        - Granular Activated Carbon system purchase (potable water treatment system) - $1.5 million

Other 2024 expenses are in-line with expectations, with the exception of Open Space. In early 2024, Superior had the opportunity to purchase a prime parcel in Original Town, immediately adjacent to the Coal Creek corridor.

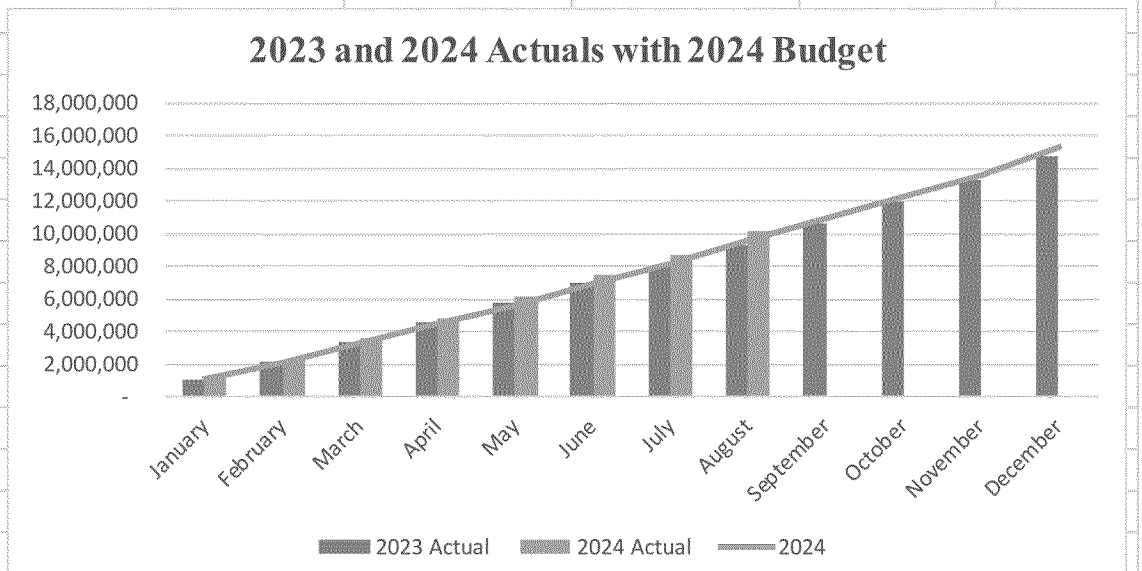
GENERAL GOVERNMENT

General Operations:

- **Revenue**. General Fund revenues are at budget expectations. The following graphs summarize Superior's sales and use tax receipts as well as total General Fund revenues:

Sales Tax Revenues - Through August 2024

(Typically one month delay because of remittance through the State)

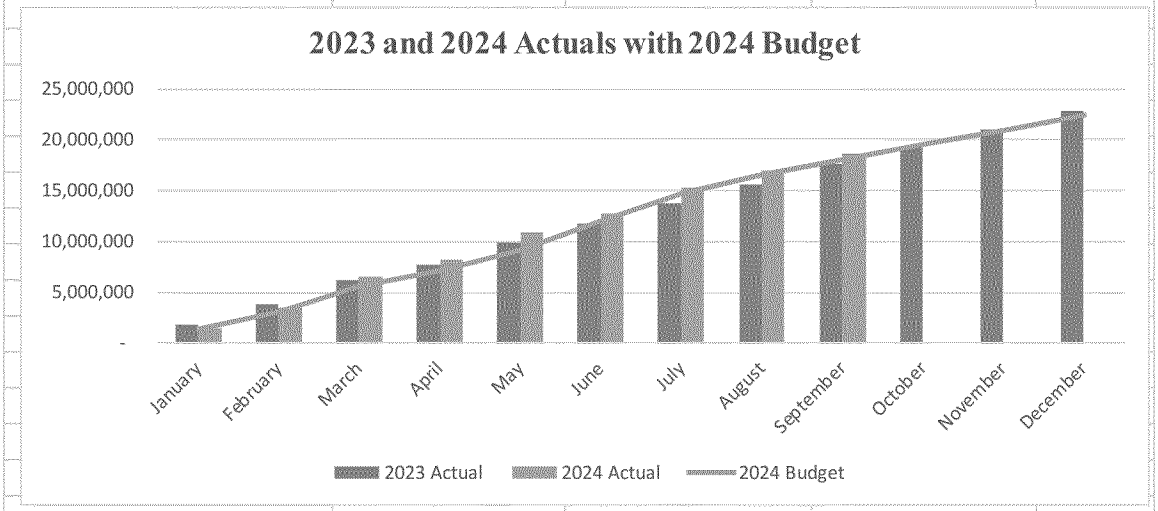


2024 YTD Change in Sales Tax Revenues

(2024 budgeted increase at 7.5% from 2023)

	2023	2024	Variance	
January	1,113,768	1,249,721	$ 135,953	12.21%
February	2,181,779	2,310,982	129,203	5.92%
March	3,413,554	3,571,151	157,597	4.62%
April	4,514,299	4,848,660	334,361	7.41%
May	5,726,992	6,133,682	406,690	7.10%
June	6,993,190	7,444,398	451,208	6.45%
July	7,982,337	8,717,700	735,363	9.21%
August	9,348,100	10,097,043	748,943	8.01%
September	10,603,368		(10,603,368)	-100.00%
October	11,914,441		(11,914,441)	-100.00%
November	13,251,508		(13,251,508)	-100.00%
December	14,756,032		(14,756,032)	-100.00%

General Fund Revenues - Through September 2024



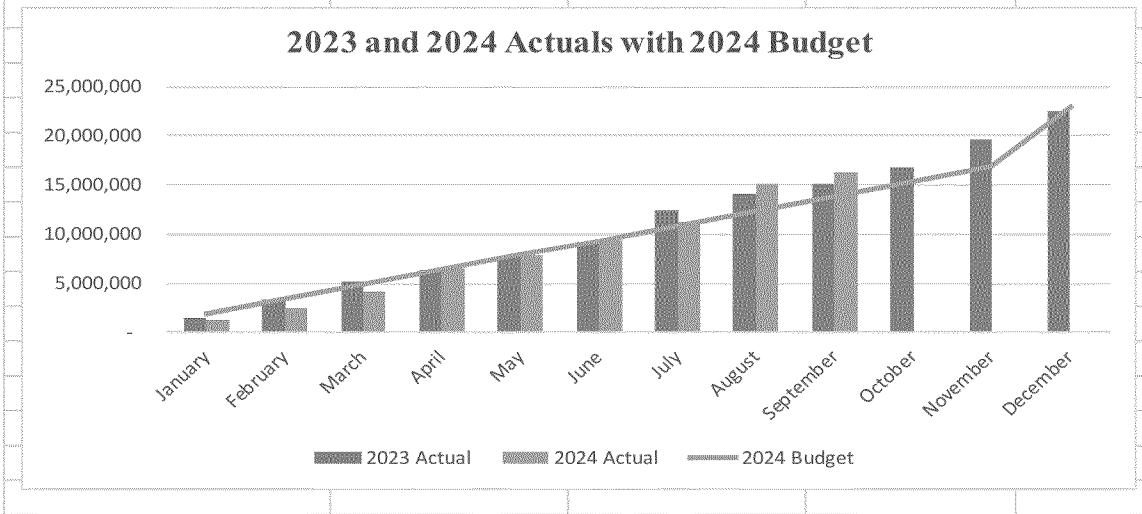
2024 YTD Change in General Fund Revenues				
	2023	2024	Variance	
Sales & Use Tax	$ 10,697,923	$ 10,661,255	$ (36,668)	-0.3%
Property Tax	2,303,514	4,202,306	1,898,792	82.4%
Other Tax	673,370	705,310	31,940	4.7%
Licenses and Permits	1,652,205	997,639	(654,566)	-39.6%
Charges for Services	1,268,850	1,307,708	38,858	3.1%
Fines and Forfeitures	115,121	90,363	(24,759)	-21.5%
FEMA/Insurance Reimburse	-	-	-	0.0%
Miscellaneous	893,984	607,049	(286,936)	-32.1%
Total Revenues	**$ 17,604,968**	**$ 18,571,630**	**$ 966,662**	**5.5%**

Notes:

- Construction use tax and building plan review/permit fees down in 2024. A number of Marshall Fire rebuild and DTS development permits pulled in 2023. Sales tax up in 2024 offsetting the use tax decrease.
- Property Tax up in 2024 the result of revaluation increases and the Board reducing the mill levy credit in 2024
- Court Fines down from 2023. Fewer traffic tickets in 2024.
- Miscellaneous revenue down in 2024. Town received Community Foundation payment in 2023.

- **Expenditures**. General Fund expenses are at expectations.

General Fund Expenses - Through September 2024



2024 YTD Change in General Fund Expenses				
	2023	2024	Variance	
Legislative	$ 117,474	$ 116,911	$ (563)	-0.5%
Judicial	102,220	101,344	(876)	-0.9%
Clerk	123,114	141,385	18,271	14.8%
Administration	1,434,789	1,745,138	310,349	21.6%
Finance	762,242	460,420	(301,822)	-39.6%
Communications	-	486,497	486,497	N/A
Legal Services	115,714	581,642	465,928	402.7%
Public Safety	1,562,688	1,863,050	300,362	19.2%
Building Inspections	1,096,270	872,035	(224,236)	-20.5%
Parks & Recreation	2,763,114	3,030,976	267,862	9.7%
Public Works	1,721,348	1,996,339	274,992	16.0%
Non-Departmental	3,083,420	3,753,699	670,279	21.7%
Fire - FEMA Reimburse	186,568	349,509	162,942	87.3%
Fire - Non-Reimburse	152,349	168,622	16,273	10.7%
Fire - Insurance Reimburse	10,516	-	(10,516)	-100.0%
Fire - Building Rebates	1,538,856	192,351	(1,346,506)	-87.5%
Library	350,465	436,673	86,208	24.6%
Total Expenses	**$ 15,121,147**	**$ 16,296,591**	**$ 1,175,444**	**7.8%**

Notes:				
- Clerk: Salaries and benefits higher in 2024 allocation changed from 2023.				
- Administrative (Admin): Salaries and benefits higher in 2024. Personnel Services moved from Finance in 2024				
- Finance: Lower salaries in 2024 as two positions reclassified from Finance to Admin budget in 2024. Lower Payroll costs as UB Clerk position moved to 2 P/T positions from 1 F/T.				
- Communication: New department in 2024 reclassified expenses from Admin and other departments				
- Legal: New special counsel regarding airport noise.				
- Public Safety: Higher expenses in 2024 as in 2023 weren't fully staffed so lower expenses.				
- Parks & Recreation: 2024 expenses higher than in 2023 but still within budget.				
- Public Works: 2024 expenses below budget. Salaries higher in 2024 with new employees.				
- Non-Departmental: Higher STC Reimbursements, higher Parks & Rec FEMA expenses, higher Transfer to CIP Fund				

Government Capital:

- CIP Revenue. At expectations. Revenue is generated from an on-going 0.3% dedicated sales and use tax, plus transfers from the General Fund.

- **Capital Improvement Program**:

		2024			
Project	**Additional Description**	**Budget**	**Cost**	**Final Cost (If Project In Multiple Years)**	**Status**
Fence Maintenance	Yearly contract for fence maintenance throughout Town	130,000			In progress, expect to spend all
Irrigation Upgrades	Combine irrigation clocks and flow-sensing abilities to increase efficiencies in irrigation systems throughout Town	50,000			In progress, expect to spend all
Tree, Plant and Shrub Enhancement	Preserve, upgrade, maintain and replace plant materials. Marshall Fire resulted in significant on-going tree loss that will need to be replaced over time	230,000			In progress, expect to spend all
Vehicles	Replace two pickup trucks and Kubota. Purchase trailer for block party use	140,000			In progress, expect to spend all

Community Center Building Impr.	RTU Replacement and continue structural and drainage repairs	150,000	$162,000 spent, over by $12,000. New book locker towers un-planned expense. J&T consulting on drainage project
Public Works/Parks Maintenance Operation Building	Design for combined Public Works and Parks maintenance building near WWTP	100,000	Preliminary design and layout complete. Bids received for design/build contract. Goal is to award design/build contract in December pending Board approval.
Capital Building Maintenance	On-going project to maintain aging parks buildings and restrooms	15,000	In progress, expect to spend all
Playground Update	Rebuild of Big and Little Sagamore and Children's Parks	650,000	$338 K spent to date, will overspend this project. Applied for FEMA reimbursement
Playground Shade Structures	Addition of shade structures and trees for existing playgrounds in larger parks. Priority parks: Cabin, Castle, Big and Little Sagamore, Children's, Wildflower and North Pool	150,000	Nothing spent to date. Expect to spend all on Big, Little Sagamore and Children's project.
Xeriscaping Projects	Ongoing enhancements throughout Town	100,000	$182,900 spent, pull from 2025 Xeriscaping budget all for RCP. Part of 2024 budget amendment.
Children's Park	Replace amenities lost in Marshall Fire. Project will be reimbursed from insurance proceeds. (2023 carryover project)		Merged into Playground 42-426-6492 for Big, Little Sagamore and Children's Re-build
Park Improvements - Shrub Bed	Multi-year project to replace the original evergreen shrubs installed at the inception of Rock Creek Ranch	100,000	In progress, expect to spend all
STC Parcel 1 & 2 Park (Superior Commons)	Install shade structure over stage.	50,000	50% down payment of $58,408 spent, will overspend with 2nd half of payment. May carry into 2025
Dog Park Renovations	Ongoing irrigation improvements, soil and sod amendments at Autrey Dog Park	25,000	In progress, expect savings of $20K

Pickleball Court Improvements	Install wind screens and shade	15,000		In progress, expect to underspend this account
Park Improvements - Other	General improvements throughout Town	100,000		In progress, expect to spend all
Park Furniture Replacement	Multi-year project to replace the original, decaying wood park furniture.	30,000		In progress, expect to spend all
Historic Projects	Asti park Memorial, Tract H and Cemetery Interpretive signage	42,500		In progress, expect to spend all
Parking Lot Improvements	Community Center parking lot mill and overlay	150,000		This was tied to the drainage and structural project at the Community Center. If that is placed on Bond project, this should be attached.
Cultural Arts and Events	Projects developed via the Creative Placemaking Master Plan	70,000		In progress, expect to spend all with mural and art installations
Bridge Rail Painting	Rock Creek Parkway bridge rail and deck painting	50,000	71,448	Project complete
Pavement Condition Index Update	Re-evaluate the Pavement Condition Index for streets	30,000	21,887	Project complete and data utilized in 2025 budget.
Vehicles	Replacement of Roll-off truck, new pickup for additional staff, and replace speed trailer	140,000	88,425	All equipment procured and in use.
PW Office Renovation	Renovation of existing Superior Plaza Office for Public Works staff	75,000	111,284	Office renovation complete
Public Works/Parks Maintenance Operation Building	Design for combined Public Works and Parks maintenance building near WWTP	100,000		Preliminary design and layout complete. Bids received for design/build contract. Goal is to award design/build contract in December pending Board approval.
Wayfinding	Develop and implement a comprehensive Wayfinding program focused on the existing and newly constructed regional trails within Town. Majority of funding through a DRCOG grant. (2023 Budget carryover $75k)		90,149	Construction complete and closeout documents submitted to CDOT for review.

Street Replacement Program	Design, maintenance and construction of Superior's roadways. 2024 project includes improvements to Rock Creek Parkway	3,920,000		Rock Creek Parkway construction substantially complete. OT Alley paving bids have been received and will be presented to the Board in October.
Street Sealing (Slurry Seals)	Slurry seal to extend life of asphalt. Will review needs of Coalton Road and 88th Street	250,000	161,333	Reclamite roadway treatment completed in Q3.
Traffic Calming	Install traffic calming measures as recommended by the Traffic and Safety Committee	25,000		Signage installed on Castle Peak Avenue, cut-through analysis being completed for Coal Creek Drive in OT.
Electronic Message Boards	Electronic message boards for events, road closures, construction, etc.	15,000	17,182	Complete, message boards delivered and in use.
Enhanced Town Facility Communications	Multi-year project, adding cameras throughout the community for enhanced safety and security	40,000		Installed cameras at yard waste site and WWTP; planning to repair Hwy 128 tower radios
Server Replacement	Servers typically on a five year replacement schedule. 2024 project is the Caselle/Laserfiche server	20,000		Purchased hardware for upgrade; software and contractor cost to install pending
AV/Town Boardroom Equipment Improvements	On-going improvements of Town Boardroom audio visual equipment.	20,000		Purchased new HD - SDI monitor for AV Technician needs
Building Capital Maintenance	On-going project to maintain aging Town buildings	15,000		Installed new AC unit for Town Hall Server Room
Downtown Superior Civic Space	Furniture, fixtures and equipment for Downtown Superior office space provided by the master developer	400,000		In progress, expect to spend all. $1.1 M total with additional funding in 2025
Comprehensive Plan Update	Update to Town's Comprehensive Plan	150,000		RFP's being reviewed

- **Conservation Trust**: Revenues at expectations.

Project	Additional Description	2024 Budget	2024 Cost	Final Cost (If Project In Multiple Years)	Status
Pool Repairs and Improvements	Replaster South Pool and North Pool Maintenance	225,000			In progress, expect to spend all.
Tree, Plant and Shrub Enhancement	Preserve, upgrade, maintain and replace plant materials. Marshall Fire resulted in significant on-going tree loss that will need to be replaced over time	114,000			In progress, expect to spend all.

Class 1 Landscape:

- Revenue. At expectations. Revenue is generated from a monthly residential landscape fee, which increased 4% in 2024 ($35.41 for single family detached home, $29.52 for condominium/duplex, $23.61 for apartment) paid by residents generally within the old boundaries of Superior Metropolitan District Nos. 2 & 3 for enhanced landscaping in these areas.

- Operating Expenditures. At budget expectations.

Open Space:

- Revenue. At expectations. Revenue is generated from an on-going 0.3% dedicated open space sales and use tax approved by Town voters in 2001.

- Operating Expenditures. Higher than budget. The result of purchase of a prime parcel in Original Town, immediately adjacent to the Coal Creek corridor. (Budget Amendment was approved by the Board on October 14th)

- Capital Expenditures:

Project	Additional Description	2024 Budget	Cost	Final Cost (If Project In Multiple Years)	Status
Coyote Ridge Trailhead & Wayfinding	Parking and Wayfinding	145,000			Design in progress, will carry into 2025
Open Space Master Plan	Master plan for Open Space Phase II	50,000			This project will carry into 2025
Master Plan Implementation	Various Open Space improvements per the Master Plan	25,000			This project will carry into 2025

Open Space Debt Service:

Debt was issued in 2006 for open space purchases. The Town took advantage of our one opportunity to refund this debt, which resulted in materially lower annual debt service payments (from roughly $525k to $395k) beginning partially in 2016 and then fully in 2017. Additional debt was issued in 2020 for the Coyote Ridge land purchase. Debt service is supported by an on-going 0.3% dedicated sales and use tax approved by Town voters in 2001. Debt service payments are scheduled through 2040.

Trash and Recycling:

- Revenue. At expectations. Revenue is generated from a monthly trash and recycling fee for residential accounts in Original Town, Sagamore, Coal Creek Crossing, Rogers Farm, Calmante I/II, The Ridge, Downtown Superior and Superior Shores. The Town began this service in 2008. The Town bills customers for this service. For 2024, this fee increased to $14.92/month.

- Expenditures. At expectations. The exclusive expense for this operation is the billing from our trash and recycling provider, Waste Connections.

Marshall Fire Recovery Efforts:

- Revenue. At expectations. Revenue is generated from an on-going 0.16% dedicated sales and use tax approved by Town voters in 2022. This tax will expire in 10 years (12/31/32).

- Operating Expenditures. Revenues will be transferred to the CIP fund to support recovery projects.

SUPERIOR URBAN RENEWAL AUTHORITY – DOWNTOWN SUPERIOR

All property tax increment revenues from Downtown Superior are collected in this fund. SURA property tax increment revenues include all property tax revenue increases over the base year (2013). The incremental property tax revenues will be used to pay for a portion of public improvements inside Downtown Superior built by Metropolitan Districts and the developer. A portion of these revenues attributable to a mill levy imposed by Mountain View Fire Rescue (10 mills or $255,000) and any increases in the mill levy imposed by any of the Town of Superior, Louisville Fire, Boulder County or the Boulder Valley School District (BVSD) above the base year 2013 mill levy will be returned to these governmental entities. In 2024, Mountain View Fire will receive $245,000, Louisville Fire $58,000, BVSD $98,000, and the Town of Superior $165,000.

- Revenue. Higher than budget expectations.

- Expenditures. Higher than budget expectations. This is a clearing fund. All revenues essentially exit as expenses.

SUPERIOR/MCCASLIN INTERCHANGE METROPOLITAN DISTRICT

Following a November 2000 vote, this District was created with taxing authority, bonding capacity and a financial framework to fund improvements to the McCaslin Boulevard/U.S. 36 interchange and surrounding area. The District consists of mostly of commercial, retail and office property southwest of the interchange, the Discovery office park and some areas within Downtown Superior. Property tax revenues from these developments are used for improvements and the maintenance thereof.

- Revenue. Above expectations. Higher property tax revenues.

- Operating Expenditures. At budget expectations.

- Capital Expenditures: At expectations.

Project	Additional Description	2024 Budget	Cost	Final Cost (If Project In Multiple Years)	Status
Traffic Signal System Upgrades	Upgrades to Traffic Signals at DDI and Marshall Road	100,000			Marshall/McCaslin received upgraded signal head backplates in Q1. Marshall/Sycamore upgraded to protected left operation in Q2.

SUPERIOR/MCCASLIN INTERCHANGE METROPOLITAN DISTRICT – DEBT SERVICE

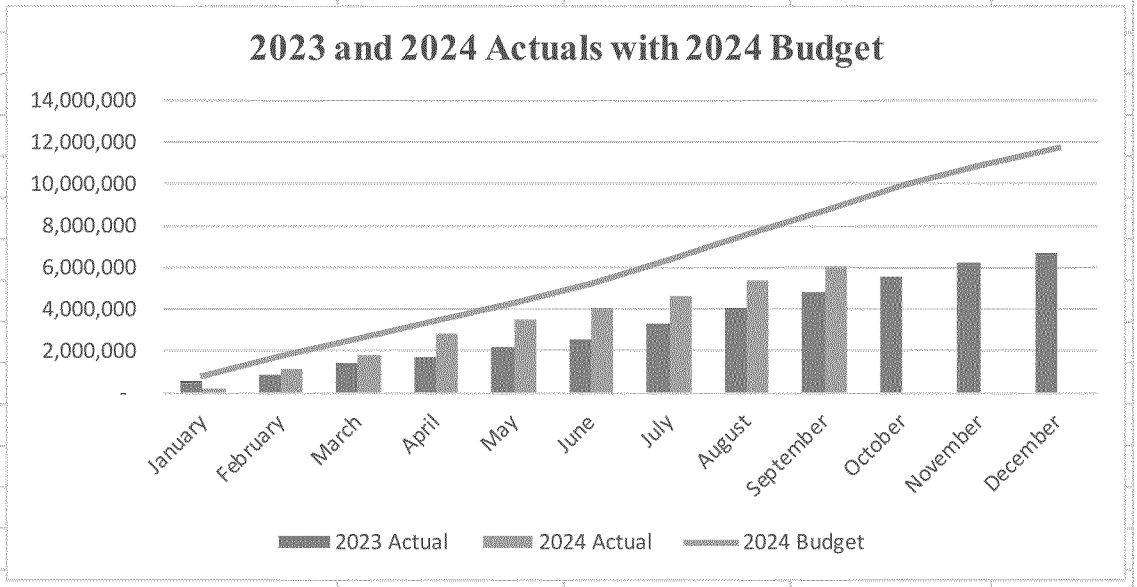
Debt was issued in 2004/2005 for phase I (south west loop) Highway 36 and McCaslin Boulevard interchange improvement. The Town took advantage of our one opportunity to refund this debt, which resulted in materially lower annual debt service payments (from roughly $420k-$510k to $340k) beginning partially in 2015 and then fully in 2016. The debt service is supported by a dedicated property tax (8.38 mills). Debt service payments are scheduled for May and November annually with final maturity in 2024. Tax revenues and expenditures are in line with budgets.

UTILITIES

Utility Operations:

- **Revenue**. Monthly utility service fee revenues are at expectations. 2024 utility service charge/fee increases include water operation at 7.5%, the sewer operation at 7.5%, and storm operation at 5%. The last increase in water was 2017, in sewer 2023, and in storm 2015.

Water Revenues - Through September 2024



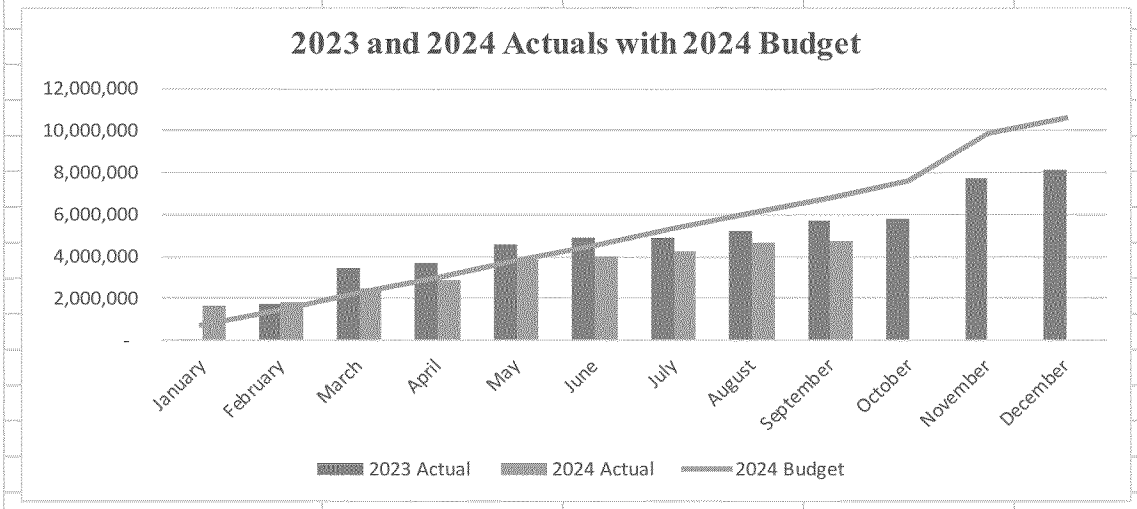
2024 YTD Change in Water Revenues				
	2023	2024	Variance	
Charges for Services	$ 2,163,368	$ 2,745,883	$ 582,516	26.9%
Miscellaneous Revenue (primarily Tap/System Development Fees)	2,663,805	3,276,011	612,206	23.0%
Total Revenues	**$ 4,827,173**	**$ 6,021,894**	**$ 1,194,721**	**24.7%**

Notes:

- Additional water use in 2024 with warmer summer and wet spring and early summer in 2023 and new water rates in April 2024 make up the increase.
- Material, one-time, system connection fees received in 2024.

- **Expenses**. Divisional operating expenses are at budgets.

Water Expenses - Through September 2024



2024 YTD Change in Water Expenses						
		2023		**2024**	**Variance**	
Administration	$	37,295	$	34,632	$ (2,663)	-7.1%
Water Supply		930,927		874,839	(56,088)	-6.0%
Water Treatment		308,301		345,062	36,761	11.9%
Water Storage/Distribution		264,481		277,379	12,897	4.9%
Non-Departmental		856,035		498,735	(357,299)	-41.7%
Capital Projects		3,282,919		2,728,778	(554,142)	-16.9%
Total Expenses	**$**	**5,679,957**	**$**	**4,759,425**	**$ (920,533)**	**-16.2%**

Notes:

Water Supply lower in 2024. Lower Southern Water Supply Pipeline expenses. Higher Windy Gap Carriage & Power expenses.

Water Treatment higher in 2024. Treatment Plant repairs and maintenance higher in 2024. Chemical expense higher in 2024 with additional water usage.

Water Storage & Distribution higher in 2024. Repairs and Maintenance - Potable lines higher, water meters lower as fewer new builds.

Non-Departmental lower in 2024. Most of decrease comes from fewer FEMA expenses in 2024.

Capital project lower in 2024. Granulated Activated Carbon System paid for in 2023.

Beginning in 2016, SMD1's annual debt service expenses decreased dramatically. The Town took advantage of our one opportunity to refund this debt (originally issued to build Superior's Water and Wastewater Treatment plants, Storm Drainage capital infrastructure and to purchase water rights) in 2016, which resulted in materially lower annual debt service payments (from roughly $2.3m - $2.6m to $1.74m). This debt will be paid in full in 2025. These annual savings ($530k - $895k) have helped SMD1 to become financially self-sufficient (which means eliminating the transfer of monies from Superior's General Fund to support SMD1).

In 2020, SMD1's sewer operation entered into a $6.82 million loan for wastewater treatment plant improvements. The loan term is through 2049.

Utility Capital:

- **Water**:

		2024			
Project	**Additional Description**	**Budget**	**Cost**	**Final Cost (If Project In Multiple Years)**	**Status**
Granular Activated Carbon (GAC) System	Replace Granulated Carbon in two tanks	150,000			Planning stage - testing media and cleaning agent
WTP - UV Disinfection (DOVE)	Final construction - add ultraviolet (UV) disinfection to the WTP process. As regulations become more stringent, due to recent findings in chlorine contact time for pathogen and virus inactivation, UV disinfection will meet these regulations without the addition of more chlorine, upgrades to our infrastructure and derating the capacity of the plant.	475,000			UV system delivered, installed, and in use.
WTP Clarifloculator Rebuild	Rebuild and replace all mechanical equipment internal to East WTP Clarifloculator	250,000			Construction complete. Waiting for final invoice.
Reuse System Upgrades	Provides 2 new tank zone pumps for pond 5 pump station to fill the 1.4 MG irrigation tank	80,000			Design at 90%, bid documents being finalized.
Smart Meters	Replace all water meters in town with smart meters. 50% grant funded project if awarded	2,250,000			Grant application not awarded in 1st round. Resubmitting grant application in Q4.

Water Main Transmission Line	New, upsized transmission water main to serve Original Town. The project will boost pressure and provide redundancy for overall Town supply	250,000		Construction pending developer schedule.
Water Pump Station Upgrades	Purchase four filtrate pumps, needed with the addition of the GAC and UV systems. 2024 pump replacement	400,000		Planning; may be able to replace seals and impellers for additional systems
WTP Sludge Drying Beds	State to require water treatment plants to provide a solids handling facility as a means of dewatering sludge before sending to landfills. 2024 work includes construction of liner and sludge pumping station	430,000		Working to secure funding source; project work plan and preliminary bid documents complete and submitted to the EPA for review.
Potable & Irrigation Valve Installation	Multi-year project started in 2017 to install isolation valves, blow offs and/or hydrants for the reuse mainlines. Currently there is no way to repair some mains without shutting down entire areas of the system	70,000		Valves to be installed as needed in 2024. New valve for filling Pond 5 installed.
Fire Hydrant Replacement	On-going project to replace old and damage hydrants	24,000		Hydrants to be installed as needed in 2024.
WTP Chemical Pump Replacement	Replace two chemical feed pumps. Typical replacement cycle is four to five years	20,000		Planning
FRICO Pipeline Maintenance	Line and valve repairs and replacement for FRICO pipeline	50,000		Pipe maintenance to be completed as needed in 2024.
Vehicles	Replacement of Roll-off truck, new pickup for additional staff, and replace speed trailer	65,000	33,812	All equipment procured and in use.
PW Office Renovation	Renovation of existing Superior Plaza Office for Public Works staff	37,500	63,070	Office renovation complete
Public Works/Parks Maintenance Operation Building	Design for combined Public Works and Parks maintenance building near WWTP	200,000		Preliminary design and layout complete. Bids received for design/build contract. Goal is to award design/build contract in December pending Board approval.
Facilities Master Plan	Planning and assessing current and future needs of WTP	10,000		Facilities Master Plan draft complete and under review.

Windy Gap Firming	Continued participation in firming project - initial construction, other costs	1,617,000	1,616,847		We continue attending WGP firming financial and operations meetings
Electronic Message Boards	Electronic message boards for events, road closures, construction, etc.	7,500	8,591		Complete, message boards delivered and in use.

- **Sewer**:

Project	Additional Description	2024 Budget	Cost	Final Cost (If Project In Multiple Years)	Status
Facilities Master Plan	Assessment of equipment and process technology at the WWTP	10,000			Facilities Master Plan draft complete and under review.
Town wide Collection System Video Assessment	Video assessment of the existing sewer collection system to identify conditions of mainline pipe and service connections. This six year cycle began in 2023	35,000			Complete. Priority areas have been flushed. Waiting on final invoices.
Sludge Dewatering	Replace 25 year old failing centrifuge unit with a dewatering sludge press system. '24 complete construction	750,000			Contract awarded and construction started. Major equipment submittals complete and equipment on order.
WWTP Miscellaneous Improvements	Provide a reserve for yet to be identified capital improvements at the wastewater treatment plant.	50,000			Funds to be used as project needs arise.
WWTP Building Upgrades	Paint exterior of all buildings and replace doors	40,000			This year we will be replacing three (3) doors. One will be a large overhead door in the Chlorine Room; also double doors to the clariflocculator bldg. and the main entrance door. Doors have been ordered.
Biological Nutrient Removal	Federally mandated project for aeration basins improvements and blower replacements/upgrades.	3,000,000			Blowers complete. Basin upgrades design complete and out for Bid - bids due 10/11.

WWTP Process Pumps	Replace both Waste Activated Sludge (WAS) pumps	100,000			Design is 90% complete and will finalize for bid documents.
Sanitary Sewer Manhole & Line Rehabilitation	Multi-year project to rehabilitate manholes and sagging pipelines, which allows for significant ground water infiltration. This increased flow puts a strain on the wastewater plant.	75,000			Manhole lining and sewer repairs to be completed in 2024 as needed.
Grading to access Manholes along US 36	Grading to provide access for maintenance of Town manholes along the US 36 highway	50,000			Upgrades on-hold as new development is completed.
Vehicles	Replace Jet-Vac Truck, Roll-off truck, speed trailer, sludge truck and purchase new pickup for additional staff	364,000			Vac Truck approved by Board and ordered. All other equipment has been procured and in use.
PW Office Renovation	Renovation of existing Superior Plaza Office for Public Works staff	22,500	42,047		Office renovation complete
Electronic Message Boards	Electronic message boards for events, road closures, construction, etc.	4,500	5,155		Complete, message boards delivered and in use.

- **Storm**:

		2024			
Project	**Additional Description**	**Budget**	**Cost**	**Final Cost (If Project In Multiple Years)**	**Status**
Vehicles	Replace Jet-Vac Truck, Roll-off truck, and purchase new pickup for additional staff	126,000			Vac Truck approved by Board and ordered. All other equipment has been procured and in use.
PW Office Renovation	Renovation of existing Superior Plaza Office for Public Works staff (project budget not in total budget calculation for Storm fund)	15,000			Office renovation complete
Reservoir and Ponds Maintenance	Ongoing program of drainage way and pond maintenance for the Storm Water system. Includes $100k for upgrading Sagamore pond to a water quality pond.	250,000			Working with Mile High Flood District on drainage improvements and pond maintenance. Superior Self-Storage pond construction substantially complete.

Town of Superior
3rd Quarter 2024 Financial Report

GENERAL

	2023 YTD	2024 YTD	% Change	Annual Budget	(75% of Year) % of Budget	
REVENUE						
Taxes	$13,674,807	$15,568,871	14%	$18,861,000	83%	
License & Permit	1,652,205	997,639	-40%	936,000	107%	
Charges for Services	1,268,850	1,307,708	3%	1,656,262	79%	
Fines	115,121	90,363	-22%	150,000	60%	
Miscellaneous	893,984	607,049	-32%	399,250	152%	
Marshall Fire - Reimbursement	-	-	N/A	354,698	N/A	
TOTAL REVENUE	$17,604,968	$18,571,630	5%	$22,357,210	83%	
EXPENDITURE						
Legislative	$117,474	$116,911	0%	$160,367	73%	
Judicial	102,220	101,344	-1%	149,362	68%	
Clerk	123,114	141,385	15%	192,595	73%	
Administration	1,434,789	1,745,138	22%	2,357,894	74%	
Finance	762,242	460,420	-40%	638,324	72%	
Communications	0	486,497	N/A	578,571	84%	
Legal Services	115,714	581,642	403%	210,000	277%	(1)
Public Safety	1,562,688	1,863,050	19%	2,789,256	67%	
Building Inspection	1,096,270	872,035	-20%	918,741	95%	
Parks and Recreation	2,763,114	3,030,976	10%	4,089,273	74%	
Public Works	1,721,348	1,996,339	16%	2,971,570	67%	
Non-Departmental	3,083,420	3,753,699	22%	6,942,022	54%	
Library	350,465	436,673	25%	397,000	110%	(2)
Marshall Fire - FEMA	186,568	349,509	87%	-	N/A	
Marshall Fire - Insurance	10,516	-	-100%	-	N/A	
Marshall Fire - Out of Pocket	152,349	168,622	11%	-	N/A	
Marshall Fire - Building Rebates	1,538,856	192,351	-88%	606,375	32%	
TOTAL EXPENDITURE	$15,121,147	$16,296,591	8%	$23,001,350	71%	

(1) Higher legal fees for Airport Noise.
(2) All expenses for the year have been incurred, in the form of an annual payment to the City of Louisville.

Town of Superior
3rd Quarter 2024 Financial Report

CAPITAL IMPROVEMENT PROGRAM

	2023 YTD	2024 YTD	% Change	Annual Budget	(75% of Year) % of Budget	
REVENUE						
Taxes	$1,188,644	$1,184,608	0%	$1,472,500	80%	
Miscellaneous	2,320,013	2,593,361	12%	6,568,314	39%	(1)
TOTAL REVENUE	$3,508,657	$3,777,969	8%	$8,040,814	47%	
EXPENDITURE						
Public Works	$2,326,155	$3,152,693	36%	$4,605,000	68%	
Parks and Recreation	816,946	2,376,276	191%	2,297,500	103%	
Non-Departmental	702,397	70,417	-90%	645,000	11%	
TOTAL EXPENDITURE	$3,845,498	$5,599,386	46%	$7,547,500	74%	

CONSERVATION TRUST

	2023 YTD	2024 YTD	% Change	Annual Budget	(75% of Year) % of Budget	
REVENUE						
Conservation Trust	$130,096	$113,510	-13%	$150,000	76%	
Miscellaneous	8,173	8,214	1%	4,000	205%	(2)
TOTAL REVENUE	$138,269	$121,724	-12%	$154,000	79%	
EXPENDITURE						
Capital	$71,747	$246,081	243%	$339,000	73%	
TOTAL EXPENDITURE	$71,747	$246,081	243%	$339,000	73%	

(1) The majority of this budget represents an end of year General Fund transfer.
(2) Interest income higher than budgeted.

Town of Superior
3rd Quarter 2024 Financial Report

CLASS ONE LANDSCAPE

	2023 YTD	2024 YTD	% Change	Annual Budget	(75% of Year) % of Budget	
REVENUE						
Landscape Maintenance Fee	$1,315,780	$1,489,899	13%	$2,032,082	73%	
Miscellaneous	15,560	106,251	583%	66,000	161%	(3)
TOTAL REVENUE	$1,331,339	$1,596,150	20%	$2,098,082	76%	
EXPENDITURE						
Maintenance	$1,233,324	$1,526,318	24%	$2,030,872	75%	
TOTAL EXPENDITURE	$1,233,324	$1,526,318	24%	$2,030,872	75%	

OPEN SPACE

	2023 YTD	2024 YTD	% Change	Annual Budget	(75% of Year) % of Budget	
REVENUE						
Taxes	$528,644	$589,035	11%	$812,500	72%	(1)
Miscellaneous	32,962	49,424	50%	69,566	71%	(3)
TOTAL REVENUE	$561,606	$638,459	14%	$882,066	72%	
EXPENDITURE						
Maintenance	$412,811	$369,885	-10%	$378,398	98%	
Capital	319,582	578,654	81%	220,000	263%	(2)
Marshal Fire - FEMA	5,777	232	-96%	-	N/A	
TOTAL EXPENDITURE	$738,170	$948,771	29%	$598,398	159%	

(1) All taxes will be recorded in the Open Space Debt Service Fund until debt service requirements are met.
(2) Unbudgeted land purchases
(3) Interest income higher than budgeted.

Town of Superior
3rd Quarter 2024 Financial Report

OPEN SPACE DEBT SERVICE

	2023 YTD	2024 YTD	% Change	Annual Budget	(75% of Year) % of Budget	
REVENUE						
Taxes	$660,000	$660,000	0%	$660,000	100%	(1)
Miscellaneous	9,327	8,810	-6%	4,000	220%	
TOTAL REVENUE	$669,327	$668,810	0%	$664,000	101%	
EXPENDITURE						
Bank Fees	$400	$400	0%	$1,000	40%	
Principal	365,000	375,000	3%	375,000	100%	
Interest	149,358	145,434	-3%	286,836	51%	
TOTAL EXPENDITURE	$514,758	$520,834	1%	$662,836	79%	

TRASH AND RECYCLING

	2023 YTD	2024 YTD	% Change	Annual Budget	(75% of Year) % of Budget
REVENUE					
Charges for Service	$87,522	$130,682	49%	$230,000	57%
TOTAL REVENUE	$87,522	$130,682	49%	$230,000	57%
EXPENSE					
Trash and Recycling	$58,540	$138,817	137%	$230,000	60%
TOTAL EXPENSE	$58,540	$138,817	137%	$230,000	60%

(1) All taxes will be recorded in the Open Space Debt Service Fund until debt service requirements are met.

Town of Superior
3rd Quarter 2024 Financial Report

SUPERIOR URBAN RENEWAL AUTHORITY - DOWNTOWN SUPERIOR

	2023 YTD	2024 YTD	% Change	Annual Budget	(75% of Year) % of Budget	
REVENUE						
Taxes	$4,230,406	$6,290,132	49%	$5,262,000	120%	(1)
Miscellaneous	1,029	489	-53%	1,000	49%	
TOTAL REVENUE	$4,231,435	$6,290,620	49%	$5,263,000	120%	
EXPENDITURE						
Administration	$62,876	$93,480	49%	$78,900	118%	
Bank Fees	72	135	88%	100	135%	
Transfer to Developer/Districts	3,828,199	5,650,178	48%	4,769,694	118%	
Transfer to BVSD	139,709	92,651	-34%	106,856	87%	
Transfer to Louisville Fire	36,955	55,496	50%	52,650	105%	
Transfer to Superior	-	156,986	N/A	-	N/A	
Transfer to Mtn View Fire	158,203	231,747	46%	255,000	91%	
TOTAL EXPENDITURE	$4,226,014	$6,280,673	49%	$5,263,200	119%	

SUPERIOR/MCCASLIN INTERCHANGE METROPOLITAN DISTRICT

	2023 YTD	2024 YTD	% Change	Annual Budget	(75% of Year) % of Budget	
REVENUE						
Taxes	$364,109	$441,584	21%	$402,000	110%	(1)
Intergovernmental	-	-	N/A	36,696	0%	
Miscellaneous	57,303	62,554	9%	57,000	110%	
TOTAL REVENUE	$421,413	$504,137	20%	$495,696	102%	
EXPENDITURE						
Administration	$142,468	$141,771	0%	$186,730	76%	
Maintenance	297,886	333,823	12%	475,810	70%	
Capital	-	-	N/A	100,000	0%	
TOTAL EXPENDITURE	$440,355	$475,593	8%	$762,540	62%	

(1) Higher Property tax revenue than budgeted.

Town of Superior
3rd Quarter 2024 Financial Report

SUPERIOR/MCCASLIN INTERCHANGE METROPOLITAN DISTRICT - DEBT SERVICE

	2023 YTD	2024 YTD	% Change	Annual Budget	(75% of Year) % of Budget
REVENUE					
Taxes	$308,896	$334,872	8%	$339,440	99%
Miscellaneous	6,160	11,751	91%	200	5876%
TOTAL REVENUE	$315,056	$346,623	10%	$339,640	102%
EXPENDITURE					
Administration	$4,419	$4,891	11%	$5,125	95%
Principal	-	-	N/A	335,000	0%
Interest	6,119	3,132	-49%	6,471	48%
TOTAL EXPENDITURE	$10,538	$8,023	-24%	$346,596	2%

MARSHALL FIRE RECOVERY EFFORTS

	2023 YTD	2024 YTD	% Change	Annual Budget	(75% of Year) % of Budget
REVENUE					
Taxes	$502,136	$567,364	13%	$804,000	71%
Miscellaneous	5,413	5,515	2%	-	N/A
TOTAL REVENUE	$507,549	$572,879	N/A	$804,000	71%
EXPENDITURE					
Transfers Out	$0	$0	N/A	$804,000	N/A
Other	-	-	N/A	-	N/A
TOTAL EXPENDITURE	$0	$0	N/A	$804,000	N/A

Town of Superior
3rd Quarter 2024 Financial Report

WATER

	2023 YTD	2024 YTD	% Change	Annual Budget	(75% of Year) % of Budget
REVENUE					
Charges for Service	$2,163,368	$2,745,883	27%	$ 3,706,625	74%
Miscellaneous	2,663,805	3,276,011	23%	8,031,055	41%
TOTAL REVENUE	$4,827,173	$6,021,894	25%	$11,737,680	51%
EXPENSE					
Administration	$37,295	$34,632	-7%	$53,330	65%
Water Supply	930,927	874,839	-6%	1,030,740	85%
Water Treatment	308,301	345,062	12%	541,700	64%
Water Storage/Distribution	264,481	277,379	5%	453,800	61%
Non-Departmental	484,585	487,979	1%	2,128,594	23%
Marshall Fire - FEMA	177,039	-	-100%	-	N/A
Marshall Fire - Insurance	178,151	-	-100%	-	N/A
Marshall Fire - Out of Pocket	16,260	10,757	-34%	-	N/A
Capital Projects	3,282,919	2,728,778	-17%	6,386,000	43%
TOTAL EXPENSE	$5,679,957	$4,759,425	-16%	$10,594,164	45%

SEWER

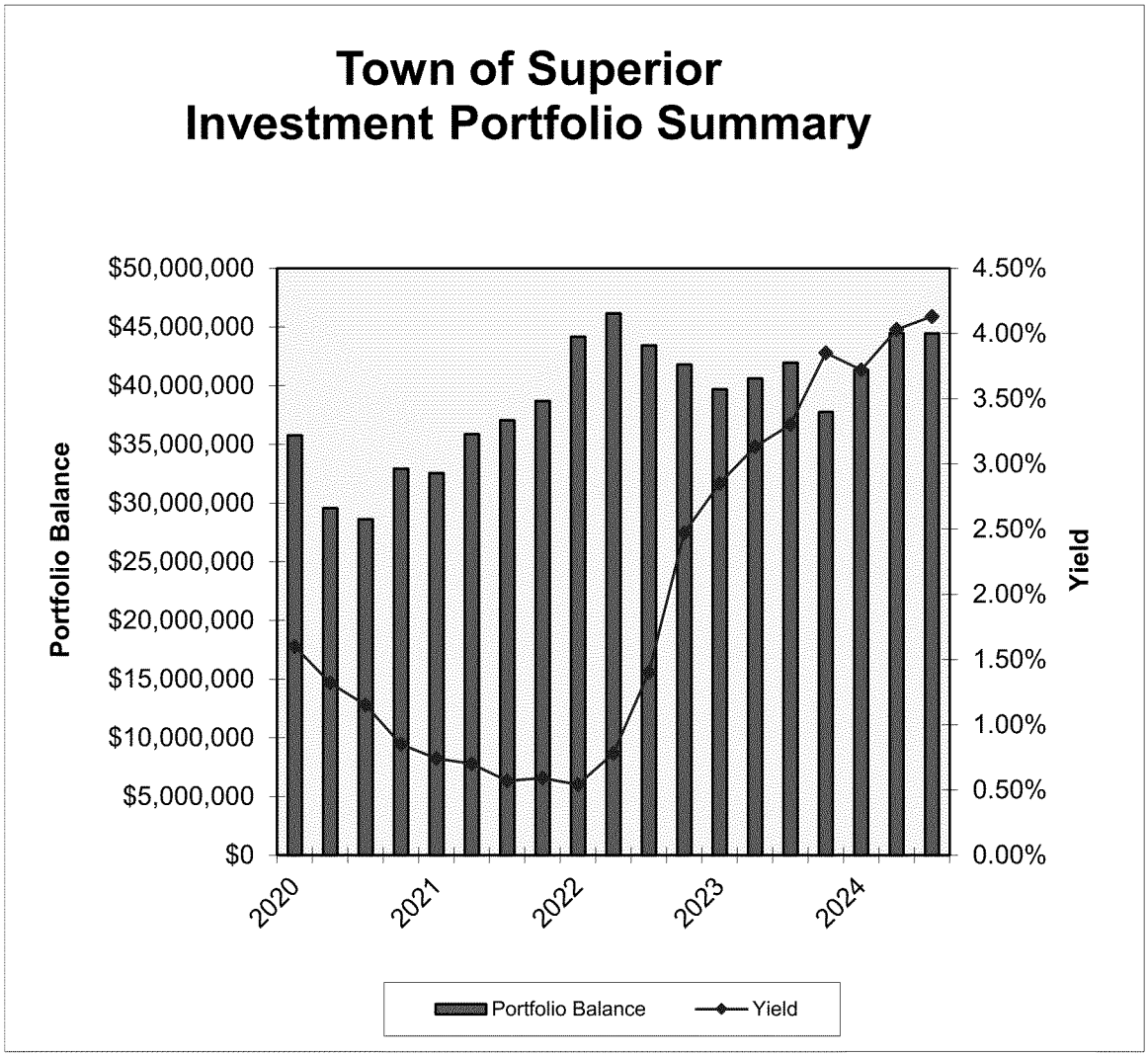
	2023 YTD	2024 YTD	% Change	Annual Budget	(75% of Year) % of Budget	
REVENUE						
Charges for Service	$1,324,722	$1,559,949	18%	$2,112,095	74%	
Miscellaneous	623,187	734,559	18%	3,914,155	19%	(1)
TOTAL REVENUE	$1,947,909	$2,294,508	18%	$6,026,250	38%	
EXPENSE						
Administration	$6,928	$5,856	-15%	$9,440	62%	
Waste Water Collection	30,558	59,501	95%	79,050	75%	
Waste Water Treatment	769,596	561,374	-27%	1,153,100	49%	
Non-Departmental	530,403	546,041	3%	948,240	58%	
Capital Projects	1,004,656	433,420	-57%	4,501,000	10%	
TOTAL EXPENSE	$2,342,142	$1,606,192	-31%	$6,690,830	24%	

(1) $3 million of this budget represents American Rescue Plan Act (ARPA) monies for wastewater treatment plant improvements

Town of Superior
3rd Quarter 2024 Financial Report

STORM DRAINAGE

	2023 YTD	2024 YTD	% Change	Annual Budget	(75% of Year) % of Budget
REVENUE					
Charges for Service	$265,841	$290,744	9%	$399,500	73%
Miscellaneous	284,841	298,427	5%	657,998	45%
TOTAL REVENUE	$550,681	$589,171	7%	$1,057,498	56%
EXPENSE					
Administration	$63,665	$41,982	-34%	$130,440	32%
Storm Drainage	26,756	38,329	43%	65,800	58%
Non-Departmental	154,742	160,413	4%	381,860	42%
Marshall Fire	23,979	19,347	-19%	-	N/A
Capital Projects	270,363	122,544	-55%	376,000	33%
TOTAL EXPENSE	$539,505	$382,615	-29%	$954,100	40%



Year - Quarter	Portfolio Balance	Yield
2020 - 1st	35,746,267	1.60%
2020 - 2nd	29,567,440	1.32%
2020 - 3rd	28,612,980	1.15%
2020 - 4th	32,916,465	0.85%
2021 - 1st	32,553,123	0.74%
2021 - 2nd	35,873,344	0.70%
2021 - 3rd	37,044,272	0.57%
2021 - 4th	38,683,638	0.59%
2022 - 1st	44,147,641	0.54%
2022 - 2nd	46,148,832	0.78%
2022 - 3rd	43,439,737	1.40%
2022 - 4th	41,792,798	2.47%
2023 - 1st	39,686,483	2.85%
2023 - 2nd	40,605,070	3.13%
2023 - 3rd	41,946,590	3.30%
2023 - 4th	37,735,200	3.85%
2024 - 1st	41,356,053	3.72%
2024 - 2nd	44,481,707	4.03%
2024 - 3rd	44,443,284	4.13%

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	TAXES					
10-31-1100	REAL & PERSONAL PROPERTY TAXES	10,936.49	3,634,071.27	3,231,000.00	(403,071.27)	112.5
10-31-1110	LIBRARY PROPERTY TAX	1,351.98	435,464.48	400,000.00	(35,464.48)	108.9
10-31-1200	SPECIFIC OWNERSHIP TAXES	14,621.54	117,642.06	178,000.00	60,357.94	66.1
10-31-1210	SPECIFIC OWNER TAXES-LIBRARY	1,808.56	15,128.67	22,000.00	6,871.33	68.8
10-31-1300	GENERAL SALES TAX	988,940.31	9,000,422.04	11,817,500.00	2,817,077.96	76.2
10-31-1302	LOUISVILLE REV SHARE-SALES TAX	9,166.59	80,934.77	132,500.00	51,565.23	61.1
10-31-1310	USE TAX--VEHICLE	108,728.37	859,251.88	1,080,000.00	220,748.12	79.6
10-31-1320	USE TAX--BUILDING	59,927.06	720,646.19	1,100,000.00	379,353.81	65.5
10-31-1400	CIGARETTE TAX	4,141.87	14,060.85	20,000.00	5,939.15	70.3
10-31-1610	PUBLIC SERVICE CO FRANCHISE TX	43,844.85	317,155.65	440,000.00	122,844.35	72.1
10-31-1620	CABLE TELEVISION FRANCHISE TAX	.00	93,527.47	120,000.00	26,472.53	77.9
10-31-1710	HIGHWAY USERS TAX	31,150.37	258,111.01	300,000.00	41,888.99	86.0
10-31-1720	ROAD & BRIDGE TAX	.00	22,454.94	20,000.00	(2,454.94)	112.3
	TOTAL TAXES	1,274,617.99	15,568,871.28	18,861,000.00	3,292,128.72	82.6
	LICENSES AND PERMITS					
10-32-2110	BUSINESS LICENSES	300.00	4,501.00	4,000.00	(501.00)	112.5
10-32-2120	LIQUOR LICENSES	200.00	3,000.00	2,500.00	(500.00)	120.0
10-32-2190	OTHER LICENSES & PERMITS	(125.94)	860.06	2,500.00	1,639.94	34.4
10-32-2210	BUILDING PERMIT & PLAN CK FEES	70,749.33	948,503.30	860,000.00	(88,503.30)	110.3
10-32-2211	PUBLIC WORKS PERMITS	2,212.28	12,072.64	20,000.00	7,927.36	60.4
10-32-2230	SIGN PLAN REVIEW FEES	.00	1,500.00	2,000.00	500.00	75.0
10-32-2310	AUTOMOBILE REGISTRATIONS	3,423.56	27,102.25	45,000.00	17,897.75	60.2
10-32-2900	OPEN SPACE PERMIT	50.00	100.00	.00	(100.00)	.0
	TOTAL LICENSES AND PERMITS	76,809.23	997,639.25	936,000.00	(61,639.25)	106.6
	CHARGES FOR SERVICES					
10-34-4110	DEVELOPMENT REVIEW FEES	.00	19,064.67	2,500.00	(16,564.67)	762.6
10-34-4121	SALE OF SUPERIOR ARCH. BOOK	.00	158.44	.00	(158.44)	.0
10-34-4135	ADMINISTRATIVE FEES	112,505.22	1,012,546.98	1,350,062.00	337,515.02	75.0
10-34-4210	BOULDER CO SW/OS TAX ADMIN FEE	(8,283.24)	19,991.77	7,500.00	(12,491.77)	266.6
10-34-4320	FACILITY USE FEE	2,965.00	63,824.50	85,000.00	21,175.50	75.1
10-34-4410	COURT COSTS, FEES, & CHARGES	845.00	6,785.00	12,000.00	5,215.00	56.5
10-34-4530	REINSPECTION FEES	900.00	4,770.00	200.00	(4,570.00)	2385.0
10-34-4810	RECREATION PROGRAM FEES	5,349.50	83,538.50	90,000.00	6,461.50	92.8
10-34-4811	TENNIS FEES	7,799.00	66,627.15	60,000.00	(6,627.15)	111.1
10-34-4812	SWIM LESSONS FEES	(80.00)	21,231.87	35,000.00	13,768.13	60.7
10-34-4816	BOOTH RENTAL FEES	.00	.00	500.00	500.00	.0
10-34-4818	GUEST FEES	110.00	4,705.00	5,000.00	295.00	94.1
10-34-4819	VENDING REVENUE	371.51	948.71	500.00	(448.71)	189.7
10-34-4820	COMMUNITY EVENTS CONTRIBUTIONS	.00	1,053.50	5,000.00	3,946.50	21.1
10-34-4850	EV CHARGING STATIONS	572.82	2,461.86	3,000.00	538.14	82.1
	TOTAL CHARGES FOR SERVICES	123,054.81	1,307,707.95	1,656,262.00	348,554.05	79.0

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	FINES AND FORFEITURES					
10-35-5000	MUNICIPAL COURT FINES	9,336.61	90,362.50	150,000.00	59,637.50	60.2
	TOTAL FINES AND FORFEITURES	9,336.61	90,362.50	150,000.00	59,637.50	60.2
	MISCELLANEOUS REVENUE					
10-36-6100	INTEREST EARNINGS	43,233.59	279,215.91	280,000.00	784.09	99.7
10-36-6200	CASH OVER/SHORT	(.10)	.01	.00	(.01)	.0
10-36-6210	LEASE REVENUE	2,501.40	22,512.60	14,400.00	(8,112.60)	156.3
10-36-6220	SEVERANCE TAX/MINERAL LEASE	12,634.07	12,634.07	5,000.00	(7,634.07)	252.7
10-36-6300	GRANT REVENUE	.00	108,476.07	72,850.00	(35,626.07)	148.9
10-36-6338	DONATIONS	.00	20.00	.00	(20.00)	.0
10-36-6500	RENEWABLE ENERGY CREDIT PYMTS	(2,341.22)	1,368.08	2,000.00	631.92	68.4
10-36-6600	OTHER REVENUE	9,062.91	159,378.96	15,000.00	(144,378.96)	1062.5
10-36-6610	SINGLE USE BAG FEE	.00	23,442.84	10,000.00	(13,442.84)	234.4
10-36-6651	MARSHALL FIRE - FEMA REIMBURSE	.00	.00	354,698.00	354,698.00	.0
	TOTAL MISCELLANEOUS REVENUE	65,090.65	607,048.54	753,948.00	146,899.46	80.5
	TOTAL FUND REVENUE	1,548,909.29	18,571,629.52	22,357,210.00	3,785,580.48	83.1

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	LEGISLATIVE					
10-411-1030	BOARD OF TRUSTEES COMPENSATION	6,500.00	58,500.00	78,000.00	19,500.00	75.0
10-411-1400	EMPLOYER CONTRIBUTION - FICA	497.25	4,475.25	5,967.00	1,491.75	75.0
10-411-2150	LOBBYING	.00	16,501.00	21,000.00	4,499.00	78.6
10-411-3100	TELEPHONE	120.03	1,080.25	3,800.00	2,719.75	28.4
10-411-4300	TRAINING	.00	.00	1,400.00	1,400.00	.0
10-411-4310	TRAVEL & EXPENSES	811.41	9,899.00	5,200.00	(4,699.00)	190.4
10-411-4900	OTHER FEES & SERVICES	778.38	2,455.44	6,000.00	3,544.56	40.9
10-411-5100	OFFICE SUPPLIES	.00	.00	9,500.00	9,500.00	.0
10-411-8180	POLICY & GOAL SETTING	.00	.00	2,500.00	2,500.00	.0
10-411-8880	BOARD SPECIAL FUNDS	.00	24,000.00	25,000.00	1,000.00	96.0
10-411-8881	BOARD RELIEF FUNDS	.00	.00	2,000.00	2,000.00	.0
	TOTAL LEGISLATIVE	8,707.07	116,910.94	160,367.00	43,456.06	72.9
	JUDICIAL					
10-412-1010	REGULAR SALARIES	3,813.94	34,325.46	45,327.00	11,001.54	75.7
10-412-1060	OVERTIME	.00	33.01	.00	(33.01)	.0
10-412-1300	EMPLOYEE BENEFITS (BENEFITS)	1,687.91	15,974.35	20,128.00	4,153.65	79.4
10-412-1400	EMPLOYER CONTRIBUTION - FICA	51.40	476.13	657.00	180.87	72.5
10-412-2460	BANK FEES	195.18	1,735.85	3,000.00	1,264.15	57.9
10-412-2700	LAW ENFORCEMENT SERVICES	.00	6,418.93	10,000.00	3,581.07	64.2
10-412-2800	MUNICIPAL COURT JUDGE	3,000.00	23,500.00	30,000.00	6,500.00	78.3
10-412-2810	PROSECUTING ATTORNEY	1,200.00	10,800.00	25,000.00	14,200.00	43.2
10-412-3210	SOFTWARE MAINTENANCE	.00	6,200.00	8,200.00	2,000.00	75.6
10-412-4200	MEMBERSHIPS	.00	50.00	50.00	.00	100.0
10-412-4300	TRAINING	.00	749.51	400.00	(349.51)	187.4
10-412-4310	TRAVEL & EXPENSES	.00	100.00	100.00	.00	100.0
10-412-4400	PRINTING & BINDING	.00	.00	2,000.00	2,000.00	.0
10-412-4900	OTHER FEES & SERVICES	735.00	917.20	1,500.00	582.80	61.2
10-412-5100	OFFICE SUPPLIES	(5.00)	64.01	3,000.00	2,935.99	2.1
	TOTAL JUDICIAL	10,678.43	101,344.45	149,362.00	48,017.55	67.9

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CLERK					
10-414-1010	REGULAR SALARIES	10,248.64	92,237.76	120,751.00	28,513.24	76.4
10-414-1060	OVERTIME	.00	16.50	.00	(16.50)	.0
10-414-1300	PAYROLL COSTS (BENEFITS)	3,976.74	36,183.82	47,293.00	11,109.18	76.5
10-414-1400	EMPLOYER CONTRIBUTION - FICA	139.32	1,260.65	1,751.00	490.35	72.0
10-414-2500	CODIFICATION SERVICES	.00	4,013.90	3,000.00	(1,013.90)	133.8
10-414-2820	ELECTION EXPENSES	.00	.00	11,000.00	11,000.00	.0
10-414-4200	MEMBERSHIPS	.00	137.38	400.00	262.62	34.4
10-414-4300	TRAINING	710.86	710.86	1,000.00	289.14	71.1
10-414-4310	TRAVEL & EXPENSES	.00	.00	2,200.00	2,200.00	.0
10-414-4400	PRINTING & BINDING	.00	.00	100.00	100.00	.0
10-414-4410	PUBLICATION OF LEGAL NOTICES	22.00	3,646.28	1,000.00	(2,646.28)	364.6
10-414-4420	RECORDING FEES	.00	663.50	1,000.00	336.50	66.4
10-414-4900	OTHER FEES & SERVICES	.00	189.00	500.00	311.00	37.8
10-414-5100	OFFICE SUPPLIES	1,886.19	2,325.60	200.00	(2,125.60)	1162.8
10-414-5200	COMPUTER SOFTWARE	.00	.00	2,400.00	2,400.00	.0
	TOTAL CLERK	16,983.75	141,385.25	192,595.00	51,209.75	73.4
	ADMINISTRATION					
10-415-1010	REGULAR SALARIES	106,957.46	966,181.74	1,320,946.00	354,764.26	73.1
10-415-1040	PART-TIME SALARIES	5,556.88	44,596.33	90,344.00	45,747.67	49.4
10-415-1060	OVERTIME	.00	94.57	500.00	405.43	18.9
10-415-1300	PAYROLL COSTS (BENEFITS)	33,476.07	321,784.64	445,571.00	123,786.36	72.2
10-415-1400	EMPLOYER CONTRIBUTION - FICA	1,968.46	17,494.40	26,103.00	8,608.60	67.0
10-415-2210	ENGINEERING SERVICES	.00	2,767.50	2,500.00	(267.50)	110.7
10-415-2470	ARCHIVING SERVICES	.00	7,463.64	9,280.00	1,816.36	80.4
10-415-2600	PERSONNEL SERVICES	2,119.41	30,431.42	55,000.00	24,568.58	55.3
10-415-2920	PUBLIC WEB PAGE	2,685.52	93,910.42	62,200.00	(31,710.42)	151.0
10-415-2930	CHANNEL 8 - CABLE CASTING	1,295.00	12,470.00	21,000.00	8,530.00	59.4
10-415-2980	ECONOMIC DEVELOPMENT PROGRAM	3,686.85	131,122.22	125,000.00	(6,122.22)	104.9
10-415-3100	TELEPHONE	619.35	5,219.60	9,900.00	4,680.40	52.7
10-415-4200	MEMBERSHIPS	200.00	1,056.99	5,500.00	4,443.01	19.2
10-415-4210	SUBSCRIPTIONS	56.30	441.05	500.00	58.95	88.2
10-415-4300	TRAINING	2,094.00	14,020.00	10,000.00	(4,020.00)	140.2
10-415-4310	TRAVEL & EXPENSES	2,716.29	8,941.38	17,350.00	8,408.62	51.5
10-415-4400	PRINTING & BINDING	.00	338.00	2,500.00	2,162.00	13.5
10-415-4900	OTHER FEES & SERVICES	399.12	908.26	5,000.00	4,091.74	18.2
10-415-5100	OFFICE SUPPLIES	8,169.26	19,818.43	14,000.00	(5,818.43)	141.6
10-415-5120	FUEL & MAINTENANCE	180.49	281.19	.00	(281.19)	.0
10-415-5200	COMPUTER SOFTWARE	486.36	1,040.04	2,000.00	959.96	52.0
10-415-8140	CONTRIBUTION TO HUMANE SOCIETY	.00	.00	700.00	700.00	.0
10-415-8190	CHAMBER OF COMMERCE SUPPORT	.00	15,000.00	15,000.00	.00	100.0
10-415-8191	CHAMBER OF COMMERCE - ECO DEVO	.00	15,000.00	15,000.00	.00	100.0
10-415-8200	SUSTAINABILITY PROGRAMMING	2,041.34	34,756.64	102,000.00	67,243.36	34.1
	TOTAL ADMINISTRATION	174,708.16	1,745,138.46	2,357,894.00	612,755.54	74.0

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	FINANCE					
10-416-1010	REGULAR SALARIES	25,314.42	228,729.78	357,829.00	129,099.22	63.9
10-416-1040	PART-TIME SALARIES	7,201.63	66,123.28	35,000.00	(31,123.28)	188.9
10-416-1050	ON-CALL WAGES	.00	.00	500.00	500.00	.0
10-416-1060	OVERTIME	.00	335.53	1,000.00	664.47	33.6
10-416-1300	PAYROLL COSTS (BENEFITS)	8,474.10	77,251.76	127,557.00	50,305.24	60.6
10-416-1400	EMPLOYER CONTRIBUTION - FICA	914.26	8,390.21	7,888.00	(502.21)	106.4
10-416-2400	AUDITING SERVICES	.00	34,650.00	36,750.00	2,100.00	94.3
10-416-2490	INVESTMENT FEES	835.46	5,775.00	11,000.00	5,225.00	52.5
10-416-2650	PROFESSIONAL SERVICES	.00	8,937.50	15,000.00	6,062.50	59.6
10-416-3100	TELEPHONE	65.72	1,325.48	3,000.00	1,674.52	44.2
10-416-3210	SOFTWARE MAINTENANCE	.00	21,933.88	25,000.00	3,066.12	87.7
10-416-4200	MEMBERSHIPS	255.00	700.00	2,000.00	1,300.00	35.0
10-416-4210	SUBSCRIPTIONS	194.97	724.91	1,000.00	275.09	72.5
10-416-4300	TRAINING	350.00	390.00	2,600.00	2,210.00	15.0
10-416-4310	TRAVEL & EXPENSES	.00	341.57	4,200.00	3,858.43	8.1
10-416-4900	OTHER FEES & SERVICES	235.00	290.20	1,000.00	709.80	29.0
10-416-5100	OFFICE SUPPLIES	1,740.30	4,520.86	7,000.00	2,479.14	64.6
	TOTAL FINANCE	45,580.86	460,419.96	638,324.00	177,904.04	72.1
	COMMUNICATIONS					
10-418-1010	REGULAR SALARIES	25,072.67	198,210.54	235,377.00	37,166.46	84.2
10-418-1040	PART-TIME SALARIES	2,890.00	30,024.50	.00	(30,024.50)	.0
10-418-1060	OVERTIME	.00	24.31	500.00	475.69	4.9
10-418-1300	PAYROLL COSTS (BENEFITS)	11,529.55	93,051.68	95,331.00	2,279.32	97.6
10-418-1400	EMPLOYER CONTRIBUTION - FICA	579.10	5,164.54	3,413.00	(1,751.54)	151.3
10-418-2650	PROFESSIONAL SERVICES	4,350.00	35,190.00	53,700.00	18,510.00	65.5
10-418-2920	WEBSITE & DIGITAL APPLICATIONS	3,514.90	49,836.23	124,750.00	74,913.77	40.0
10-418-4200	MEMBERSHIPS	.00	.00	200.00	200.00	.0
10-418-4210	SUBSCRIPTIONS	.00	.00	200.00	200.00	.0
10-418-4300	TRAINING	32.94	223.31	2,400.00	2,176.69	9.3
10-418-4310	TRAVEL & EXPENSES	.00	.00	4,700.00	4,700.00	.0
10-418-4400	PRINTING & BINDING	15,013.37	56,678.41	39,000.00	(17,678.41)	145.3
10-418-4500	POSTAGE	.00	4,618.00	6,000.00	1,382.00	77.0
10-418-4900	OTHER FEES & SERVICES	.00	264.00	3,000.00	2,736.00	8.8
10-418-5100	OFFICE SUPPLIES	4,067.75	13,211.53	10,000.00	(3,211.53)	132.1
	TOTAL COMMUNICATIONS	67,050.28	486,497.05	578,571.00	92,073.95	84.1
	LEGAL SERVICES					
10-419-2100	LEGAL SERVICES - GENERAL	21,093.56	172,110.52	160,000.00	(12,110.52)	107.6
10-419-2140	LEGAL - SPECIAL COUNSEL	.00	409,531.31	50,000.00	(359,531.31)	819.1
	TOTAL LEGAL SERVICES	21,093.56	581,641.83	210,000.00	(371,641.83)	277.0

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PUBLIC SAFETY					
10-421-2700	LAW ENFORCEMENT SERVICES	.00	1,634,404.03	2,496,080.00	861,675.97	65.5
10-421-2705	CO-RESPONDER SERVICES	8,983.64	47,185.79	106,090.00	58,904.21	44.5
10-421-2710	DISPATCH SERVICES	.00	169,086.57	169,086.00	(.57)	100.0
10-421-3105	LEASE EXPENSE	543.50	4,680.98	6,500.00	1,819.02	72.0
10-421-3110	UTILITIES	382.26	1,994.38	3,500.00	1,505.62	57.0
10-421-3220	MAINTENANCE - BUILDING	226.00	2,123.48	5,000.00	2,876.52	42.5
10-421-5100	SUPPLIES	211.47	1,318.65	2,000.00	681.35	65.9
10-421-6100	OFFICE EQUIPMENT	2,256.48	2,256.48	1,000.00	(1,256.48)	225.7
	TOTAL PUBLIC SAFETY	12,603.35	1,863,050.36	2,789,256.00	926,205.64	66.8
	BUILDING INSPECTIONS					
10-424-1010	REGULAR SALARIES	29,319.76	254,544.50	288,010.00	33,465.50	88.4
10-424-1040	PART-TIME SALARIES	.00	3,510.00	35,000.00	31,490.00	10.0
10-424-1060	OVERTIME	.00	.00	250.00	250.00	.0
10-424-1300	PAYROLL COSTS (BENEFITS)	9,097.98	79,093.13	95,624.00	16,530.87	82.7
10-424-1400	EMPLOYER CONTRIBUTION - FICA	433.02	4,029.96	6,857.00	2,827.04	58.8
10-424-2300	PLANNING SERVICES	.00	8,030.00	20,000.00	11,970.00	40.2
10-424-2340	INSPECTION SERVICES	42,336.80	516,074.69	455,800.00	(60,274.69)	113.2
10-424-4200	MEMBERSHIPS	.00	724.24	1,700.00	975.76	42.6
10-424-4210	SUBSCRIPTIONS	.00	.00	1,500.00	1,500.00	.0
10-424-4300	TRAINING	.00	1,683.73	2,600.00	916.27	64.8
10-424-4310	TRAVEL & EXPENSES	750.00	3,021.87	5,400.00	2,378.13	56.0
10-424-5100	OFFICE SUPPLIES	109.18	1,048.33	5,500.00	4,451.67	19.1
10-424-5200	COMPUTER SOFTWARE	124.50	274.13	500.00	225.87	54.8
	TOTAL BUILDING INSPECTIONS	82,171.24	872,034.58	918,741.00	46,706.42	94.9

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PARKS & RECREATION					
10-426-1010	REGULAR SALARIES	106,615.51	923,975.42	1,335,091.00	411,115.58	69.2
10-426-1040	PART-TIME SALARIES	37,022.18	360,192.42	355,000.00	(5,192.42)	101.5
10-426-1050	ON-CALL WAGES	600.00	5,480.00	7,300.00	1,820.00	75.1
10-426-1060	OVERTIME	661.01	8,563.36	7,700.00	(863.36)	111.2
10-426-1300	PAYROLL COSTS (BENEFITS)	44,951.78	396,754.83	520,904.00	124,149.17	76.2
10-426-1400	EMPLOYER CONTRIBUTION - FICA	4,352.23	41,140.22	44,078.00	2,937.78	93.3
10-426-2210	ENGINEERING SERVICES	700.00	925.72	10,000.00	9,074.28	9.3
10-426-2270	COURT MANAGEMENT	1.45	2,751.66	7,000.00	4,248.34	39.3
10-426-2290	AQUATICS PROGRAMMING	1,064.94	7,297.50	4,000.00	(3,297.50)	182.4
10-426-2650	PROFESSIONAL SERVICES	.00	.00	10,500.00	10,500.00	.0
10-426-2890	MEDIA SERVICES	.00	21,598.64	27,000.00	5,401.36	80.0
10-426-2940	COMMUNITY PROJECTS/PROGRAMS	64,113.12	213,189.74	290,000.00	76,810.26	73.5
10-426-2941	COMMUNITY VOLUNTEER PROJECTS	.00	902.19	20,000.00	19,097.81	4.5
10-426-2942	YOUTH LEADERSHIP COUNCIL	1,029.69	2,541.44	5,000.00	2,458.56	50.8
10-426-2943	PARC	469.00	(627.85)	5,000.00	5,627.85	(12.6)
10-426-2944	CAPS	250.00	1,489.00	5,000.00	3,511.00	29.8
10-426-2945	OSAC	1,115.25	6,288.16	5,000.00	(1,288.16)	125.8
10-426-2946	ACES	1,175.96	1,542.30	5,000.00	3,457.70	30.9
10-426-3100	TELEPHONE	932.71	8,693.13	14,000.00	5,306.87	62.1
10-426-3110	UTILITIES	3,305.34	32,471.25	65,000.00	32,528.75	50.0
10-426-3140	WATER	8,961.55	29,411.32	45,000.00	15,588.68	65.4
10-426-3150	ELECTRICITY	6,385.48	51,660.14	64,000.00	12,339.86	80.7
10-426-3151	EV CHARGING STATION ELECTRIC	.00	303.54	1,000.00	696.46	30.4
10-426-3210	SOFTWARE MAINTENANCE	6,931.96	29,017.85	48,000.00	18,982.15	60.5
10-426-3220	MAINTENANCE - BUILDING	17,672.56	162,994.10	231,600.00	68,605.90	70.4
10-426-3221	EV CHARGING STATION - MAINT	.00	.00	5,000.00	5,000.00	.0
10-426-3222	ART PROGRAMS, PROJECTS & MAINT	7,520.71	19,142.23	50,000.00	30,857.77	38.3
10-426-3330	MAINTENANCE - PARKS & MEDIANS	51,130.36	348,257.40	520,000.00	171,742.60	67.0
10-426-3480	MAINTENANCE - SWIMMING POOL	10,601.99	56,906.15	31,500.00	(25,406.15)	180.7
10-426-4110	COMMUNITY MEETINGS	.00	150.53	500.00	349.47	30.1
10-426-4121	COMMITTEE MEMBER TRAINING	.00	.00	5,000.00	5,000.00	.0
10-426-4130	HISTORIC PRESERVATION	770.34	1,816.71	5,000.00	3,183.29	36.3
10-426-4200	MEMBERSHIPS	674.76	4,681.31	5,500.00	818.69	85.1
10-426-4300	TRAINING	2,733.95	7,941.25	10,600.00	2,658.75	74.9
10-426-4310	TRAVEL & EXPENSES	15.00	2,156.43	14,600.00	12,443.57	14.8
10-426-4700	RECREATION PROGRAMMING	16,991.85	125,801.27	145,000.00	19,198.73	86.8
10-426-4900	OTHER FEES & SERVICES	902.48	6,154.16	7,500.00	1,345.84	82.1
10-426-5100	OFFICE SUPPLIES	12,307.81	30,172.53	20,500.00	(9,672.53)	147.2
10-426-5120	FUEL & MAINTENANCE	3,824.94	27,148.42	24,000.00	(3,148.42)	113.1
10-426-5160	UNIFORMS & SUPPLIES	1,260.53	6,155.16	3,400.00	(2,755.16)	181.0
10-426-5220	TOOLS & SMALL EQUIPMENT	279.91	5,655.19	4,000.00	(1,655.19)	141.4
10-426-8262	YARD WASTE SITE	8,037.06	80,281.18	105,000.00	24,718.82	76.5
	TOTAL PARKS & RECREATION	425,363.41	3,030,976.00	4,089,273.00	1,058,297.00	74.1

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PUBLIC WORKS					
10-430-1010	REGULAR SALARIES	90,550.76	747,365.54	1,064,490.00	317,124.46	70.2
10-430-1040	PART-TIME SALARIES	.00	7,000.00	35,000.00	28,000.00	20.0
10-430-1050	ON-CALL WAGES	600.00	5,480.00	7,300.00	1,820.00	75.1
10-430-1060	OVERTIME	3,691.07	52,016.82	55,000.00	2,983.18	94.6
10-430-1300	PAYROLL COSTS (BENEFITS)	33,204.67	275,198.29	425,614.00	150,415.71	64.7
10-430-1400	EMPLOYER CONTRIBUTION - FICA	1,361.53	11,459.57	19,016.00	7,556.43	60.3
10-430-2210	ENGINEERING SERVICES	5,700.11	99,475.53	125,000.00	25,524.47	79.6
10-430-2240	TRAFFIC ENGINEERING SERVICES	8,940.50	25,734.50	30,000.00	4,265.50	85.8
10-430-2760	GIS SERVICES	40.01	11,030.58	12,000.00	969.42	91.9
10-430-3100	TELEPHONE	118.18	1,412.09	2,250.00	837.91	62.8
10-430-3105	OFFICE LEASE	2,300.00	20,929.79	30,000.00	9,070.21	69.8
10-430-3150	ELECTRICITY	14,272.84	85,570.95	150,000.00	64,429.05	57.1
10-430-3180	STREET LIGHT - MAINTENANCE	6,359.73	48,061.46	80,000.00	31,938.54	60.1
10-430-3181	STREET LIGHT - MAINT (TOWN)	.00	81,404.88	100,000.00	18,595.12	81.4
10-430-3210	SOFTWARE MAINTENANCE	.00	.00	4,200.00	4,200.00	.0
10-430-3420	SNOW REMOVAL	.00	279,367.35	395,250.00	115,882.65	70.7
10-430-3440	MAINTENANCE - TRAFFIC SIGNALS	5,930.50	22,959.16	38,000.00	15,040.84	60.4
10-430-4200	MEMBERSHIPS	159.99	1,013.96	1,500.00	486.04	67.6
10-430-4300	TRAINING	280.00	2,005.76	3,900.00	1,894.24	51.4
10-430-4310	TRAVEL & EXPENSES	281.16	1,021.41	5,150.00	4,128.59	19.8
10-430-4400	PRINTING & BINDING	.00	.00	500.00	500.00	.0
10-430-4900	OTHER FEES & SERVICES	561.33	2,716.69	6,200.00	3,483.31	43.8
10-430-5100	OFFICE SUPPLIES	2,955.51	21,425.57	41,500.00	20,074.43	51.6
10-430-5120	FUEL & MAINTENANCE	4,247.04	28,837.31	35,000.00	6,162.69	82.4
10-430-5130	SIGNAGE & STRIPING	2,214.45	51,360.40	110,000.00	58,639.60	46.7
10-430-5160	UNIFORMS & SUPPLIES	3,457.83	6,292.89	6,500.00	207.11	96.8
10-430-5200	SOFTWARE	.00	62.22	500.00	437.78	12.4
10-430-5220	TOOLS & SMALL EQUIPMENT	1,549.43	4,478.24	7,700.00	3,221.76	58.2
10-430-5620	SNOW REMOVAL - MATERIALS	.00	102,658.43	180,000.00	77,341.57	57.0
	TOTAL PUBLIC WORKS	188,776.64	1,996,339.39	2,971,570.00	975,230.61	67.2

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	NON-DEPARTMENTAL EXPENDITURES					
10-490-1420	WORKER'S COMP INSURANCE	.00	36,557.00	40,000.00	3,443.00	91.4
10-490-2420	TREASURER'S COLLECTION FEES	7,098.00	94,659.38	102,000.00	7,340.62	92.8
10-490-2510	PAYING AGENT FEE - COPS	.00	2,500.00	5,000.00	2,500.00	50.0
10-490-2650	PROFESSIONAL SERVICES	7,348.25	35,029.61	146,000.00	110,970.39	24.0
10-490-3100	TELEPHONE	.00	11,551.88	22,000.00	10,448.12	52.5
10-490-3105	OFFICE LEASE	22,530.82	155,752.80	259,500.00	103,747.20	60.0
10-490-3110	UTILITIES	12,055.31	92,099.21	147,000.00	54,900.79	62.7
10-490-3130	HOLIDAY LIGHTING	.00	.00	85,000.00	85,000.00	.0
10-490-3151	ELECTRICITY - EV CHARGING STAT	.00	.00	3,000.00	3,000.00	.0
10-490-3210	SOFTWARE MAINTENANCE	1,065.94	36,972.46	58,500.00	21,527.54	63.2
10-490-3220	MAINTENANCE - BUILDING	5,382.08	60,393.45	72,100.00	11,706.55	83.8
10-490-3221	EV CHARGING STATION - MAINT	.00	.00	17,600.00	17,600.00	.0
10-490-4200	MEMBERSHIPS	.00	32,443.56	46,000.00	13,556.44	70.5
10-490-4300	TRAINING	1,350.00	1,350.00	.00	(1,350.00)	.0
10-490-4400	PRINTING & BINDING	.00	.00	1,000.00	1,000.00	.0
10-490-4500	POSTAGE & METER	159.57	4,805.87	7,700.00	2,894.13	62.4
10-490-4600	INSURANCE	.00	150,939.26	154,000.00	3,060.74	98.0
10-490-4900	OTHER FEES & SERVICES	2,622.19	39,900.67	50,000.00	10,099.33	79.8
10-490-5100	SUPPLIES	4,518.77	17,211.15	13,000.00	(4,211.15)	132.4
10-490-5120	FUEL & MAINTENANCE	342.21	2,622.46	3,900.00	1,277.54	67.2
10-490-5200	COMPUTER SOFTWARE	2,143.22	23,375.83	20,500.00	(2,875.83)	114.0
10-490-6100	OFFICE EQUIPMENT	1,536.63	13,526.43	25,000.00	11,473.57	54.1
10-490-7750	COPS PAYMENT - 2019 COPS	.00	.00	285,000.00	285,000.00	.0
10-490-7760	COPS INTEREST - 2019 COPS	.00	45,402.50	90,805.00	45,402.50	50.0
10-490-7770	COPS PAYMENT - 2020 COPS	.00	.00	210,000.00	210,000.00	.0
10-490-7780	COPS INTEREST - 2020 COPS	.00	33,083.50	66,167.00	33,083.50	50.0
10-490-8002	STC PUBLIC IMP REIMB-BUILD TAX	.00	200,700.74	205,000.00	4,299.26	97.9
10-490-8003	STC PUBLIC IMP-PERMIT&PLAN CHK	.00	121,642.29	90,000.00	(31,642.29)	135.2
10-490-8004	STC SALES TAX REV SHARE-LOUISV	.00	41,178.54	66,250.00	25,071.46	62.2
10-490-8512	ROADS & BRIDGES (CAT C) FEMA	.00	885.00	.00	(885.00)	.0
10-490-8516	PARKS & REC (FEMA)	.00	348,624.19	.00	(348,624.19)	.0
10-490-8521	MARSH FIRE - OUT OF POCKET EXP	24,368.33	168,621.97	.00	(168,621.97)	.0
10-490-8530	MARSHALL FIRE - USE TAX REBATE	9,515.00	135,722.46	412,500.00	276,777.54	32.9
10-490-8531	MARSH FIRE-PERMIT&PLAN CK REBT	4,089.99	56,628.15	193,875.00	137,246.85	29.2
10-490-9420	TRANSFER TO CAPITAL IMPRV FUND	.00	2,500,000.00	4,650,000.00	2,150,000.00	53.8
	TOTAL NON-DEPARTMENTAL EXPENDITURES	106,126.31	4,464,180.36	7,548,397.00	3,084,216.64	59.1
	LIBRARY					
10-491-4140	LIBRARY CONTRIBUTION	.00	436,672.57	397,000.00	(39,672.57)	110.0
	TOTAL LIBRARY	.00	436,672.57	397,000.00	(39,672.57)	110.0
	TOTAL FUND EXPENDITURES	1,159,843.06	16,296,591.20	23,001,350.00	6,704,758.80	70.9
	NET REVENUE OVER EXPENDITURES	389,066.23	2,275,038.32	(644,140.00)	(2,919,178.32)	353.2

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

SURA STC PROPERTY TAX REV FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TAXES					
22-31-1120	PROPERTY TAXES FOR DEBT SVC	10,478.47	6,231,111.33	5,200,000.00	(1,031,111.33)	119.8
22-31-1200	SPECIFIC OWNERSHIP TAXES	7,247.49	59,020.44	62,000.00	2,979.56	95.2
	TOTAL TAXES	17,725.96	6,290,131.77	5,262,000.00	(1,028,131.77)	119.5
	MISCELLANEOUS REVENUE					
22-36-6100	INTEREST EARNINGS	28.30	488.59	1,000.00	511.41	48.9
	TOTAL MISCELLANEOUS REVENUE	28.30	488.59	1,000.00	511.41	48.9
	TOTAL FUND REVENUE	17,754.26	6,290,620.36	5,263,000.00	(1,027,620.36)	119.5

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

SURA STC PROPERTY TAX REV FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ADMINISTRATION					
22-415-2420	TREASURER'S COLLECTION FEES	158.42	93,480.29	78,900.00	(14,580.29)	118.5
22-415-2460	BANK FEES	9.00	135.00	100.00	(35.00)	135.0
22-415-7980	PROP TAX REIMB - DEVELOPER	3,228.59	3,355,573.58	3,034,494.00	(321,079.58)	110.6
22-415-7981	PROP TAX REIMB-STC #1 (DEBT)	6,700.99	1,357,069.72	850,000.00	(507,069.72)	159.7
22-415-7982	PROP TAX REIMB-STC #2 (DEBT)	2,034.27	405,035.75	350,000.00	(55,035.75)	115.7
22-415-7983	PROP TAX REIMB-STC #3 (DEBT)	237.97	51,588.76	125,000.00	73,411.24	41.3
22-415-7984	PROP TAX REIMB-MOUNT VIEW FIRE	223.60	231,747.31	255,000.00	23,252.69	90.9
22-415-7985	PROP TAX REIMB - SUPERIOR	151.46	156,986.29	.00	(156,986.29)	.0
22-415-7987	PROP TAX REIMB - BVSD	89.39	92,650.70	106,856.00	14,205.30	86.7
22-415-7988	PROP TAX REIMB-LOUISVILLE FIRE	53.54	55,495.72	52,650.00	(2,845.72)	105.4
22-415-7991	PROP TAX REIMB - STC #1 (OPS)	.00	352,155.86	250,000.00	(102,155.86)	140.9
22-415-7992	PROP TAX REIMB - STC #2 (OPS)	.00	105,051.43	100,000.00	(5,051.43)	105.1
22-415-7993	PROP TAX REIMB - STC #3 (OPS)	.00	23,702.44	60,000.00	36,297.56	39.5
	TOTAL ADMINISTRATION	12,887.23	6,280,672.85	5,263,000.00	(1,017,672.85)	119.3
	TOTAL FUND EXPENDITURES	12,887.23	6,280,672.85	5,263,000.00	(1,017,672.85)	119.3
	NET REVENUE OVER EXPENDITURES	4,867.03	9,947.51	.00	(9,947.51)	.0

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

OPEN SPACE 2006 DEBT SVC FD

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TAXES					
31-31-1300	GENERAL SALES TAX	.00	620,000.00	620,000.00	.00	100.0
31-31-1310	USE TAX--VEHICLE	.00	35,000.00	35,000.00	.00	100.0
31-31-1320	USE TAX--BUILDING	.00	5,000.00	5,000.00	.00	100.0
	TOTAL TAXES	.00	660,000.00	660,000.00	.00	100.0
	MISCELLANEOUS REVENUE					
31-36-6100	INTEREST EARNINGS	1,182.26	8,810.21	4,000.00	(4,810.21)	220.3
	TOTAL MISCELLANEOUS REVENUE	1,182.26	8,810.21	4,000.00	(4,810.21)	220.3
	TOTAL FUND REVENUE	1,182.26	668,810.21	664,000.00	(4,810.21)	100.7

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

OPEN SPACE 2006 DEBT SVC FD

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OPEN SPACE					
31-471-2460	BANK FEES	.00	400.00	1,000.00	600.00	40.0
31-471-7610	NOTE PRINCIPAL - SERIES 2015	.00	375,000.00	375,000.00	.00	100.0
31-471-7620	NOTE INTEREST - SERIES 2015	.00	12,308.75	20,586.00	8,277.25	59.8
31-471-7820	BOND INTEREST - 2020 BONDS	.00	133,125.00	266,250.00	133,125.00	50.0
	TOTAL OPEN SPACE	.00	520,833.75	662,836.00	142,002.25	78.6
	TOTAL FUND EXPENDITURES	.00	520,833.75	662,836.00	142,002.25	78.6
	NET REVENUE OVER EXPENDITURES	1,182.26	147,976.46	1,164.00	(146,812.46)	12712.

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

SMID 2015 NOTES DEBT SVC FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TAXES					
35-31-1120	PROPERTY TAXES FOR DEBT SVC	4,485.40	325,915.46	318,440.00	(7,475.46)	102.4
35-31-1200	SPECIFIC OWNERSHIP TAXES	962.51	8,956.29	21,000.00	12,043.71	42.7
	TOTAL TAXES	5,447.91	334,871.75	339,440.00	4,568.25	98.7
	MISCELLANEOUS REVENUE					
35-36-6100	INTEREST EARNINGS	2,541.78	11,751.26	200.00	(11,551.26)	5875.6
	TOTAL MISCELLANEOUS REVENUE	2,541.78	11,751.26	200.00	(11,551.26)	5875.6
	TOTAL FUND REVENUE	7,989.69	346,623.01	339,640.00	(6,983.01)	102.1

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

SMID 2015 NOTES DEBT SVC FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ADMINISTRATION					
35-415-2420	TREASURER'S COLLECTION FEES	70.06	4,891.08	5,125.00	233.92	95.4
35-415-7610	NOTE PRINCIPAL - SERIES 2015	.00	.00	335,000.00	335,000.00	.0
35-415-7620	NOTE INTEREST - SERIES 2015	.00	3,132.10	6,471.00	3,338.90	48.4
	TOTAL ADMINISTRATION	70.06	8,023.18	346,596.00	338,572.82	2.3
	TOTAL FUND EXPENDITURES	70.06	8,023.18	346,596.00	338,572.82	2.3
	NET REVENUE OVER EXPENDITURES	7,919.63	338,599.83	(6,956.00)	(345,555.83)	4867.7

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

CAPITAL IMPROVEMENTS PRGM FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TAXES					
42-31-1300	GENERAL SALES TAX	110,900.76	1,009,063.43	1,300,000.00	290,936.57	77.6
42-31-1310	USE TAX--VEHICLE	12,080.93	95,472.46	117,500.00	22,027.54	81.3
42-31-1320	USE TAX--BUILDING	6,658.56	80,071.80	55,000.00	(25,071.80)	145.6
	TOTAL TAXES	129,640.25	1,184,607.69	1,472,500.00	287,892.31	80.5
	MISCELLANEOUS REVENUE					
42-36-6100	INTEREST EARNINGS	6,128.96	58,241.68	4,000.00	(54,241.68)	1456.0
42-36-6300	GRANTS	.00	.00	660,000.00	660,000.00	.0
42-36-6600	OTHER REVENUE	.00	26,179.45	.00	(26,179.45)	.0
42-36-6651	MARSHALL FIRE-FEMA REIMBURSE	.00	.00	370,314.00	370,314.00	.0
42-36-6700	SALE OF ASSETS	.00	.00	20,000.00	20,000.00	.0
42-36-6840	PARK FEE	.00	6,000.00	10,000.00	4,000.00	60.0
42-36-6841	SCHOOL IMPACT FEE	.00	2,940.00	50,000.00	47,060.00	5.9
42-36-6910	TRANSFER FROM GENERAL FUND	.00	2,500,000.00	4,650,000.00	2,150,000.00	53.8
42-36-6973	TRANS FROM MARSHALL FIRE RECOV	.00	.00	804,000.00	804,000.00	.0
	TOTAL MISCELLANEOUS REVENUE	6,128.96	2,593,361.13	6,568,314.00	3,974,952.87	39.5
	TOTAL FUND REVENUE	135,769.21	3,777,968.82	8,040,814.00	4,262,845.18	47.0

CAPITAL IMPROVEMENTS PRGM FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PARKS & RECREATION					
42-426-3470	MAINTENANCE-FENCE	3,299.00	14,153.37	130,000.00	115,846.63	10.9
42-426-6040	IRRIGATION UPGRADES	.00	21,269.84	50,000.00	28,730.16	42.5
42-426-6290	TREE ENHANCEMENT & CARE	4,260.40	225,290.37	230,000.00	4,709.63	98.0
42-426-6300	VEHICLES	80.67	25,398.20	140,000.00	114,601.80	18.1
42-426-6416	COMMUNITY CENTER BLDG MAINT	1,010.28	162,061.43	150,000.00	(12,061.43)	108.0
42-426-6421	BUILDING-PW/PARKS MAINT & OPER	6,967.34	23,702.74	100,000.00	76,297.26	23.7
42-426-6423	CAPITAL BUILDING MAINT - PARKS	363.00	14,756.66	15,000.00	243.34	98.4
42-426-6492	PLAYGROUND UPDATE	872,383.05	1,460,057.30	650,000.00	(810,057.30)	224.6
42-426-6493	PLAYGROUND SHADE STRUCTURES	.00	.00	150,000.00	150,000.00	.0
42-426-6494	XERISCAPING PROJECTS	24,074.18	182,902.07	100,000.00	(82,902.07)	182.9
42-426-6520	PARK IMPROVEMENTS - SHRUB BED	26,582.98	86,526.60	100,000.00	13,473.40	86.5
42-426-6521	STC PARCEL 1 & 2 PARK	.00	69,636.83	50,000.00	(19,636.83)	139.3
42-426-6522	DOG PARK RENOVATIONS	.00	3,843.50	25,000.00	21,156.50	15.4
42-426-6529	PICKLEBALL COURT	.00	4,312.70	15,000.00	10,687.30	28.8
42-426-6530	PARK IMPROVEMENTS--OTHER	20,304.16	48,699.16	100,000.00	51,300.84	48.7
42-426-6533	PARK FURNITURE REPLACEMENT	.00	9,192.00	30,000.00	20,808.00	30.6
42-426-6560	HISTORIC PROJECTS	.00	3,850.23	42,500.00	38,649.77	9.1
42-426-6581	PARKING LOT IMPROVEMENTS	.00	.00	150,000.00	150,000.00	.0
42-426-6989	CULTURAL ARTS AND EVENTS	403.14	20,623.41	70,000.00	49,376.59	29.5
	TOTAL PARKS & RECREATION	959,728.20	2,376,276.41	2,297,500.00	(78,776.41)	103.4
	PUBLIC WORKS AND UTILITIES					
42-430-6240	TRAFFIC SIGNAL MAINTENANCE	.00	162,938.38	.00	(162,938.38)	.0
42-430-6241	BRIDGE RAIL PAINTING	.00	71,447.50	50,000.00	(21,447.50)	142.9
42-430-6243	TRI ANNUAL PAVEMENT COND INDEX	.00	21,887.00	30,000.00	8,113.00	73.0
42-430-6300	VEHICLES	.00	88,424.81	140,000.00	51,575.19	63.2
42-430-6404	PW OFFICE RENOVATION	.00	111,284.48	75,000.00	(36,284.48)	148.4
42-430-6421	BUILDING-PW/PARKS MAINT & OPER	.00	16,735.40	100,000.00	83,264.60	16.7
42-430-6543	WAYFINDING	.00	94,549.00	.00	(94,549.00)	.0
42-430-6599	STREET MAINTENANCE - IN HOUSE	3,079.65	327,286.15	420,000.00	92,713.85	77.9
42-430-6604	STREET REPLACEMENT 2024	19,860.00	2,070,265.13	3,500,000.00	1,429,734.87	59.2
42-430-6645	STREET SEALING SLURRY SEALS	147,298.15	161,333.15	250,000.00	88,666.85	64.5
42-430-6650	TRAFFIC CALMING	.00	9,359.48	25,000.00	15,640.52	37.4
42-430-6894	ELECTRONIC MESSAGE BOARDS	.00	17,182.02	15,000.00	(2,182.02)	114.6
	TOTAL PUBLIC WORKS AND UTILITIES	170,237.80	3,152,692.50	4,605,000.00	1,452,307.50	68.5

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

CAPITAL IMPROVEMENTS PRGM FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	NON-DEPARTMENTAL EXPENDITURES					
42-490-6021	ENHANCED TOWN FACILITY COMM	.00	.00	40,000.00	40,000.00	.0
42-490-6100	SERVER REPLACEMENT	.00	3,695.43	20,000.00	16,304.57	18.5
42-490-6140	AV EQUIPMENT IMPROVEMENTS	.00	.00	20,000.00	20,000.00	.0
42-490-6300	VEHICLE	2,510.00	25,604.00	.00	(25,604.00)	.0
42-490-6402	CAPITAL BUILDING MAINT - OTHER	5,976.00	5,976.00	15,000.00	9,024.00	39.8
42-490-6546	DOWNTOWN SUPERIOR CIVIC SPACE	869.84	32,230.68	400,000.00	367,769.32	8.1
42-490-6991	COMPREHENSIVE PLAN UPDATE	.00	2,911.36	150,000.00	147,088.64	1.9
	TOTAL NON-DEPARTMENTAL EXPENDITURES	9,355.84	70,417.47	645,000.00	574,582.53	10.9
	TOTAL FUND EXPENDITURES	1,139,321.84	5,599,386.38	7,547,500.00	1,948,113.62	74.2
	NET REVENUE OVER EXPENDITURES	(1,003,552.63)	(1,821,417.56)	493,314.00	2,314,731.56	(369.2)

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

SMID PUBLIC IMPROVEMENTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TAXES					
45-31-1130	PROPERTY TAXES FOR ADMIN EXP	1,650.91	111,500.18	115,000.00	3,499.82	97.0
45-31-1140	PROPERTY TAXES FOR MAINT	4,698.75	317,346.72	267,000.00	(50,346.72)	118.9
45-31-1200	SPECIFIC OWNERSHIP TAXES	1,512.66	12,736.78	20,000.00	7,263.22	63.7
	TOTAL TAXES	7,862.32	441,583.68	402,000.00	(39,583.68)	109.9
	INTERGOVERNMENTAL REVENUES					
45-33-3710	HIGHWAY SIGNAL MAINTENANCE FEE	.00	.00	36,696.00	36,696.00	.0
	TOTAL INTERGOVERNMENTAL REVENUES	.00	.00	36,696.00	36,696.00	.0
	MISCELLANEOUS REVENUE					
45-36-6100	INTEREST EARNINGS	9,094.63	62,553.52	57,000.00	(5,553.52)	109.7
	TOTAL MISCELLANEOUS REVENUE	9,094.63	62,553.52	57,000.00	(5,553.52)	109.7
	TOTAL FUND REVENUE	16,956.95	504,137.20	495,696.00	(8,441.20)	101.7

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

SMID PUBLIC IMPROVEMENTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ADMINISTRATION					
45-415-2420	TREASURER'S COLLECTION FEES	95.24	6,223.19	6,000.00	(223.19)	103.7
45-415-2650	MANAGEMENT SERVICES	15,060.83	135,547.47	180,730.00	45,182.53	75.0
	TOTAL ADMINISTRATION	15,156.07	141,770.66	186,730.00	44,959.34	75.9
	PARKS, RECREATION & OPEN SPACE					
45-426-3140	LANDSCAPE WATER	6,544.31	26,895.66	32,250.00	5,354.34	83.4
45-426-3450	LANDSCAPING	25,298.66	178,901.14	220,000.00	41,098.86	81.3
	TOTAL PARKS, RECREATION & OPEN SPACE	31,842.97	205,796.80	252,250.00	46,453.20	81.6
	TRANSPORTATION					
45-430-2240	TRAFFIC ENGINEERING SERVICES	.00	9,376.00	20,000.00	10,624.00	46.9
45-430-3100	TELEPHONE	183.96	1,655.64	2,000.00	344.36	82.8
45-430-3150	ELECTRICITY	1,472.94	11,115.19	24,000.00	12,884.81	46.3
45-430-3310	MAINTENANCE - STREET & ROAD	.00	.00	4,000.00	4,000.00	.0
45-430-3420	SNOW REMOVAL	.00	21,027.65	30,000.00	8,972.35	70.1
45-430-3440	MAINTENANCE - TRAFFIC SIGNAL	.00	927.50	21,000.00	20,072.50	4.4
45-430-3460	MAINTENANCE - STREET LIGHT	.00	5,789.94	5,500.00	(289.94)	105.3
45-430-3461	MAINT-STREET LIGHT-TOWN OWNED	.00	.00	2,060.00	2,060.00	.0
45-430-3510	STREET SWEEPING	.00	597.17	1,500.00	902.83	39.8
45-430-5130	SIGNAGE & STRIPING	.00	69,824.25	100,000.00	30,175.75	69.8
45-430-5620	SNOW REMOVAL - MATERIALS	.00	7,712.52	13,500.00	5,787.48	57.1
45-430-6244	TRAFFIC SIGNAL SYSTEM UPGRADES	.00	.00	100,000.00	100,000.00	.0
	TOTAL TRANSPORTATION	1,656.90	128,025.86	323,560.00	195,534.14	39.6
	TOTAL FUND EXPENDITURES	48,655.94	475,593.32	762,540.00	286,946.68	62.4
	NET REVENUE OVER EXPENDITURES	(31,698.99)	28,543.88	(266,844.00)	(295,387.88)	10.7

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CHARGES FOR SERVICES					
50-34-4510	WATER SERVICE FEES	346,214.24	2,116,185.01	2,861,250.00	745,064.99	74.0
50-34-4511	IRRIGATION SERVICE FEES	167,149.64	558,119.20	779,375.00	221,255.80	71.6
50-34-4512	TAPPING FEES	100.00	6,850.00	5,000.00	(1,850.00)	137.0
50-34-4513	UTILITY TRANSFER & LATE FEES	2,005.00	14,625.00	20,000.00	5,375.00	73.1
50-34-4516	METER INSTALLATION FEES	100.00	4,550.00	4,000.00	(550.00)	113.8
50-34-4517	CONSTRUCTION METER FEES	225.00	1,031.40	5,000.00	3,968.60	20.6
50-34-4518	CONSTRUCTION WATER FEES	1,443.48	9,322.68	10,000.00	677.32	93.2
50-34-4519	METER FEES	845.00	35,200.00	20,000.00	(15,200.00)	176.0
50-34-4521	BACKFLOW TEST FEES	.00	.00	2,000.00	2,000.00	.0
	TOTAL CHARGES FOR SERVICES	518,082.36	2,745,883.29	3,706,625.00	960,741.71	74.1
	MISCELLANEOUS REVENUE					
50-36-6100	INTEREST EARNINGS	78,850.76	523,156.86	488,000.00	(35,156.86)	107.2
50-36-6300	GRANTS	.00	.00	4,141,250.00	4,141,250.00	.0
50-36-6341	SYSTEM DEVEL FEES (TAP FEES)	35,288.00	2,704,521.00	3,200,000.00	495,479.00	84.5
50-36-6344	IRRIG. SYS. DEVEL. (TAP FEES)	.00	26,824.00	40,000.00	13,176.00	67.1
50-36-6500	RENEWABLE ENERGY CREDIT PYMTS	3,465.83	18,848.90	30,000.00	11,151.10	62.8
50-36-6600	OTHER REVENUE	75.00	2,660.00	1,000.00	(1,660.00)	266.0
50-36-6651	MARSHALL FIRE-FEMA REIMBURSE	.00	.00	130,805.00	130,805.00	.0
	TOTAL MISCELLANEOUS REVENUE	117,679.59	3,276,010.76	8,031,055.00	4,755,044.24	40.8
	TOTAL FUND REVENUE	635,761.95	6,021,894.05	11,737,680.00	5,715,785.95	51.3

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ADMINISTRATION					
50-415-2100	LEGAL SERVICES - GENERAL	.00	.00	1,000.00	1,000.00	.0
50-415-3100	TELEPHONE	64.09	751.06	1,500.00	748.94	50.1
50-415-4200	MEMBERSHIPS	.00	412.00	1,030.00	618.00	40.0
50-415-4300	TRAINING	87.50	215.61	1,950.00	1,734.39	11.1
50-415-4310	TRAVEL & EXPENSES	.00	.00	2,575.00	2,575.00	.0
50-415-4400	PRINTING & BINDING	.00	7,045.65	5,000.00	(2,045.65)	140.9
50-415-4900	OTHER FEES & SERVICES	474.17	1,321.06	3,000.00	1,678.94	44.0
50-415-5100	OFFICE SUPPLIES	.00	30.79	1,475.00	1,444.21	2.1
50-415-5160	UNIFORMS & SUPPLIES	1,728.91	3,146.46	2,800.00	(346.46)	112.4
50-415-8220	WATER CONSERVATION PROGRAM	2,033.00	21,709.00	33,000.00	11,291.00	65.8
	TOTAL ADMINISTRATION	4,387.67	34,631.63	53,330.00	18,698.37	64.9
	WATER SUPPLY					
50-450-5510	WATER LEASES	.00	30,000.00	33,000.00	3,000.00	90.9
50-450-5520	WINDY GAP CARRIAGE & POWER	.00	277,249.42	261,000.00	(16,249.42)	106.2
50-450-5530	COLORADO BIG THOMPSON ASSESSMT	.00	111,592.00	118,700.00	7,108.00	94.0
50-450-5541	FRICO ASSESSMENTS	.00	410.00	2,000.00	1,590.00	20.5
50-450-5560	C-B/T CARRY-OVER	.00	.00	23,000.00	23,000.00	.0
50-450-5570	WINDY GAP ADMIN/FIXED O&M COST	.00	54,000.00	123,950.00	69,950.00	43.6
50-450-6710	WATER RIGHTS--LEGAL & ENGINEER	.00	19,655.91	34,000.00	14,344.09	57.8
50-450-6750	SOUTHERN WATER SUPPLY PIPELINE	.00	381,931.76	435,090.00	53,158.24	87.8
	TOTAL WATER SUPPLY	.00	874,839.09	1,030,740.00	155,900.91	84.9
	WATER TREATMENT					
50-451-2370	TREATMENT PLANT OPERATOR	.00	113,439.17	165,000.00	51,560.83	68.8
50-451-2371	TREATMENT PLANT-CHEMICAL TEST	1,166.40	13,022.34	30,900.00	17,877.66	42.1
50-451-2372	TREATMENT PLANT-ADD'L SERVICES	.00	4,199.72	14,500.00	10,300.28	29.0
50-451-2373	STATE PERMIT & CALIBRATION	5,673.75	20,904.60	25,800.00	4,895.40	81.0
50-451-3100	TELEPHONE	314.79	4,033.63	4,700.00	666.37	85.8
50-451-3110	UTILITIES	330.32	3,922.21	8,200.00	4,277.79	47.8
50-451-3150	ELECTRICITY	.00	12,307.59	25,000.00	12,692.41	49.2
50-451-3160	NATURAL GAS	50.89	2,605.87	5,200.00	2,594.13	50.1
50-451-3340	REPAIR & MAINT-TREATMENT PLANT	2,103.95	42,241.51	48,500.00	6,258.49	87.1
50-451-3341	PROCESS & INSTRUMENT MAINT	380.00	9,890.58	17,000.00	7,109.42	58.2
50-451-3342	MAINTENANCE - UV SYSTEM	.00	.00	25,800.00	25,800.00	.0
50-451-3390	SOLIDS HAULING	.00	.00	50,000.00	50,000.00	.0
50-451-3491	OPER & MAINT-PHOTOVOLTAIC SYS	.00	1,677.10	5,200.00	3,522.90	32.3
50-451-5140	CHEMICALS	.00	99,293.52	89,700.00	(9,593.52)	110.7
50-451-5220	TOOLS & SMALL EQUIPMENT	775.24	2,240.02	5,200.00	2,959.98	43.1
50-451-5510	SCADA SOFTWARE	3,400.00	15,284.50	21,000.00	5,715.50	72.8
	TOTAL WATER TREATMENT	14,195.34	345,062.36	541,700.00	196,637.64	63.7

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	WATER STORAGE & DISTRIBUTION					
50-452-2210	ENGINEERING SERVICES	1,045.00	12,685.00	50,000.00	37,315.00	25.4
50-452-2390	UTILITY LOCATION SERVICES	181.15	1,835.77	1,500.00	(335.77)	122.4
50-452-3150	ELECTRICITY	9,740.33	54,477.85	76,300.00	21,822.15	71.4
50-452-3350	REPAIR & MAINT - POTABLE LINES	216.98	110,988.81	165,000.00	54,011.19	67.3
50-452-3360	MAINTENANCE - IRRIGATION	2,312.09	10,228.64	65,400.00	55,171.36	15.6
50-452-3370	MAINTENANCE - RESERVOIR/PONDS	.00	17,260.21	20,600.00	3,339.79	83.8
50-452-5610	WATER METERS	9,354.50	69,902.34	75,000.00	5,097.66	93.2
	TOTAL WATER STORAGE & DISTRIBUTION	22,850.05	277,378.62	453,800.00	176,421.38	61.1
	NON-DEPARTMENTAL EXPENDITURES					
50-490-2400	AUDITING SERVICES	.00	17,325.00	18,375.00	1,050.00	94.3
50-490-2440	UTILITY BILLING FEES	947.05	11,805.44	12,500.00	694.56	94.4
50-490-2490	INVESTMENT FEES	1,287.06	8,896.64	15,000.00	6,103.36	59.3
50-490-2650	MANAGEMENT SERVICES	35,034.17	315,307.53	420,410.00	105,102.47	75.0
50-490-3220	MAINTENANCE - BUILDING	39.24	2,989.32	2,500.00	(489.32)	119.6
50-490-4600	INSURANCE	.00	43,780.37	49,500.00	5,719.63	88.5
50-490-4800	STUDIES	.00	.00	2,500.00	2,500.00	.0
50-490-5120	FUEL & MAINTENANCE	2,108.31	14,239.99	19,900.00	5,660.01	71.6
50-490-7730	NOTE PRINCIPAL - 2015 NOTE	.00	.00	1,440,180.00	1,440,180.00	.0
50-490-7740	NOTE INTEREST - 2015 NOTE	.00	73,634.52	147,729.00	74,094.48	49.8
50-490-8521	MARSH FIRE - OUT OF POCKET EXP	.00	10,756.67	.00	(10,756.67)	.0
	TOTAL NON-DEPARTMENTAL EXPENDITURES	39,415.83	498,735.48	2,128,594.00	1,629,858.52	23.4

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	UTILITY PROJECTS					
50-499-3340	REPAIR & MAINT-TREATMENT PLANT	24,857.03	24,857.03	.00	(24,857.03)	.0
50-499-6071	GAC SYSTEM	.00	.00	150,000.00	150,000.00	.0
50-499-6128	WTP - UV DISINFECTION (DOVE)	9,326.50	702,923.22	475,000.00	(227,923.22)	148.0
50-499-6132	WTP CLARIFLOCCULATOR REBUILD	.00	203,156.93	250,000.00	46,843.07	81.3
50-499-6135	REUSE SYSTEM UPGRADES	.00	.00	80,000.00	80,000.00	.0
50-499-6137	SMART METERS	.00	.00	2,250,000.00	2,250,000.00	.0
50-499-6138	WATER MAIN TRASNMISSION LINE	.00	.00	250,000.00	250,000.00	.0
50-499-6142	WATER PUMPS STATION UPGRADES	.00	20.95	400,000.00	399,979.05	.0
50-499-6148	WTP SLUDGE DRYING BEDS	10,047.84	10,047.84	430,000.00	419,952.16	2.3
50-499-6157	POTABLE & IRRIGATION VALVE	.00	8,255.06	70,000.00	61,744.94	11.8
50-499-6159	FIRE HYDRANT REPLACEMENT	.00	15,355.00	24,000.00	8,645.00	64.0
50-499-6167	WTP CHEMICAL PUMP REPLACEMENT	.00	.00	20,000.00	20,000.00	.0
50-499-6271	FRICO PIPELINE MAINTENANCE	.00	.00	50,000.00	50,000.00	.0
50-499-6300	VEHICLES	.00	33,812.25	65,000.00	31,187.75	52.0
50-499-6404	PW OFFICE RENOVATION	.00	63,070.48	37,500.00	(25,570.48)	168.2
50-499-6421	BUILDING-PW/PARKS MAINT & OPER	.00	36,377.80	200,000.00	163,622.20	18.2
50-499-6431	FACILITIES MASTER PLAN	.00	5,462.50	10,000.00	4,537.50	54.6
50-499-6781	WINDY GAP LOAN REPAYMENT	.00	1,616,847.43	1,617,000.00	152.57	100.0
50-499-6894	ELECTRONIC MESSAGE BOARDS	.00	8,591.01	7,500.00	(1,091.01)	114.6
	TOTAL UTILITY PROJECTS	44,231.37	2,728,777.50	6,386,000.00	3,657,222.50	42.7
	TOTAL FUND EXPENDITURES	125,080.26	4,759,424.68	10,594,164.00	5,834,739.32	44.9
	NET REVENUE OVER EXPENDITURES	510,681.69	1,262,469.37	1,143,516.00	(118,953.37)	110.4

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CHARGES FOR SERVICES					
51-34-4512	TAPPING FEES	75.00	5,925.00	7,500.00	1,575.00	79.0
51-34-4514	SEWER USER FEES	183,531.79	1,554,024.13	2,104,595.00	550,570.87	73.8
	TOTAL CHARGES FOR SERVICES	183,606.79	1,559,949.13	2,112,095.00	552,145.87	73.9
	MISCELLANEOUS REVENUE					
51-36-6100	INTEREST EARNINGS	16,683.81	109,074.49	57,000.00	(52,074.49)	191.4
51-36-6300	GRANTS	.00	.00	2,939,414.00	2,939,414.00	.0
51-36-6341	SYSTEM DEVEL FEES (TAP FEES)	7,261.00	601,136.13	600,000.00	(1,136.13)	100.2
51-36-6500	RENEWABLE ENERGY CREDIT PYMTS	4,897.81	18,748.00	28,000.00	9,252.00	67.0
51-36-6600	OTHER REVENUE	.00	5,600.00	1,000.00	(4,600.00)	560.0
51-36-6651	MARSHALL FIRE-FEMA REIMBURSE	.00	.00	14,735.00	14,735.00	.0
51-36-6700	SALE OF ASSETS	.00	.00	25,000.00	25,000.00	.0
51-36-6953	TRANSFER FROM OPERATIONS	.00	.00	249,006.00	249,006.00	.0
	TOTAL MISCELLANEOUS REVENUE	28,842.62	734,558.62	3,914,155.00	3,179,596.38	18.8
	TOTAL FUND REVENUE	212,449.41	2,294,507.75	6,026,250.00	3,731,742.25	38.1

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ADMINISTRATION					
51-415-2100	LEGAL SERVICES - GENERAL	.00	.00	500.00	500.00	.0
51-415-3100	TELEPHONE	38.45	450.64	1,100.00	649.36	41.0
51-415-4200	MEMBERSHIPS	.00	.00	500.00	500.00	.0
51-415-4300	TRAINING	52.50	129.37	1,170.00	1,040.63	11.1
51-415-4310	TRAVEL & EXPENSES	.00	.00	1,545.00	1,545.00	.0
51-415-4900	OTHER FEES & SERVICES	284.49	780.07	1,600.00	819.93	48.8
51-415-5100	OFFICE SUPPLIES	.00	2,608.18	1,325.00	(1,283.18)	196.8
51-415-5160	UNIFORMS & SUPPLIES	1,037.34	1,887.84	1,700.00	(187.84)	111.1
	TOTAL ADMINISTRATION	1,412.78	5,856.10	9,440.00	3,583.90	62.0
	WASTE WATER COLLECTION					
51-460-2210	ENGINEERING SERVICES	.00	7,189.50	20,600.00	13,410.50	34.9
51-460-2390	UTILITY LOCATION SERVICES	175.81	1,786.65	1,350.00	(436.65)	132.3
51-460-3110	UTILITIES	25.67	233.62	1,100.00	866.38	21.2
51-460-3150	ELECTRICITY	981.06	7,514.09	11,000.00	3,485.91	68.3
51-460-3160	NATURAL GAS	54.36	699.90	500.00	(199.90)	140.0
51-460-3350	MAINTENANCE--UTIL LINES/CHAN'L	.00	9,441.67	33,500.00	24,058.33	28.2
51-460-3430	MAINTENANCE--LIFT STATION	.00	32,636.05	11,000.00	(21,636.05)	296.7
	TOTAL WASTE WATER COLLECTION	1,236.90	59,501.48	79,050.00	19,548.52	75.3
	WASTE WATER TREATMENT PLANT					
51-461-2210	ENGINEERING SERVICES	150.00	150.00	15,500.00	15,350.00	1.0
51-461-2370	TREATMENT PLANT OPERATOR	.00	260,803.69	423,000.00	162,196.31	61.7
51-461-2371	TREATMENT PLANT-CHEMICAL TEST	966.40	27,238.56	56,200.00	28,961.44	48.5
51-461-2372	TREATMENT PLANT-ADD'L SERVICES	.00	2,534.49	12,400.00	9,865.51	20.4
51-461-2373	STATE PERMITS	.00	12,220.75	19,100.00	6,879.25	64.0
51-461-3100	TELEPHONE	251.56	2,264.04	3,100.00	835.96	73.0
51-461-3110	UTILITIES - WATER	381.25	7,868.26	16,800.00	8,931.74	46.8
51-461-3150	ELECTRICITY	.00	71,133.81	195,000.00	123,866.19	36.5
51-461-3160	NATURAL GAS	198.45	7,752.29	10,300.00	2,547.71	75.3
51-461-3340	REPAIR & MAINT-TREATMENT PLANT	712.53	55,632.70	90,000.00	34,367.30	61.8
51-461-3341	PROCESS & INSTRUMENT MAINT	4,468.55	9,074.42	13,400.00	4,325.58	67.7
51-461-3355	REPAIRS & MAINT-CENTRIFUGE	.00	.00	10,000.00	10,000.00	.0
51-461-3390	SLUDGE HAULING	1,187.67	23,145.19	50,000.00	26,854.81	46.3
51-461-3491	OPER & MAINT-PHOTOVOLTAIC SYS	516.00	2,193.10	5,200.00	3,006.90	42.2
51-461-5140	CHEMICALS	.00	59,334.35	209,000.00	149,665.65	28.4
51-461-5220	TOOLS & SMALL EQUIPMENT	464.83	1,343.70	3,100.00	1,756.30	43.4
51-461-5510	SCADA SOFTWARE	3,400.00	18,684.50	21,000.00	2,315.50	89.0
	TOTAL WASTE WATER TREATMENT PLANT	12,697.24	561,373.85	1,153,100.00	591,726.15	48.7

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	NON-DEPARTMENTAL EXPENDITURES					
51-490-2400	AUDITING SERVICES	.00	10,395.00	11,025.00	630.00	94.3
51-490-2440	UTILITY BILLING FEES	382.85	4,078.75	4,000.00	(78.75)	102.0
51-490-2490	INVESTMENT FEES	135.48	936.50	1,600.00	663.50	58.5
51-490-2650	MANAGEMENT SERVICES	21,020.50	189,184.50	252,246.00	63,061.50	75.0
51-490-3220	MAINTENANCE - BUILDING	51.23	787.17	2,500.00	1,712.83	31.5
51-490-4600	INSURANCE	.00	26,268.23	28,050.00	1,781.77	93.7
51-490-5120	FUEL & ROUTINE MAINTENANCE	1,265.00	8,545.41	11,000.00	2,454.59	77.7
51-490-7630	LOAN PRINCIPAL - 2020 LOAN	.00	196,610.00	196,610.00	.00	100.0
51-490-7640	LOAN INTEREST - 2020 LOAN	.00	105,200.60	105,201.00	.40	100.0
51-490-7730	NOTE PRINCIPAL - 2015 NOTE	.00	.00	78,908.00	78,908.00	.0
51-490-7740	NOTE INTEREST - 2015 NOTE	.00	4,034.44	8,094.00	4,059.56	49.8
51-490-9530	TRANSFER TO CAPITAL	.00	.00	249,006.00	249,006.00	.0
	TOTAL NON-DEPARTMENTAL EXPENDITURES	22,855.06	546,040.60	948,240.00	402,199.40	57.6
	UTILITY PROJECTS					
51-499-5241	MASTER PLAN	.00	10,814.00	10,000.00	(814.00)	108.1
51-499-6081	TOWNWIDE COLLECTION SYSTEM VID	.00	.00	35,000.00	35,000.00	.0
51-499-6195	WWTP SLUDGE DEWATERING	125,846.88	169,373.88	750,000.00	580,626.12	22.6
51-499-6236	WWTP MISC IMPROVEMENTS	.00	16,875.00	50,000.00	33,125.00	33.8
51-499-6237	WWTP BUILDING UPGRADES	.00	3,500.00	40,000.00	36,500.00	8.8
51-499-6239	WWTP BIOLOG. NUTRIENT REMOVAL	24,360.00	109,356.00	3,000,000.00	2,890,644.00	3.7
51-499-6279	WWTP PROCESS PUMP MAINTENANCE	8,354.84	11,285.57	100,000.00	88,714.43	11.3
51-499-6284	SANIT SEWER MANHOLE&LINE REHAB	.00	3,848.62	75,000.00	71,151.38	5.1
51-499-6292	COAL CRK 8" SANITARY SEWER EXT	.00	16,308.00	.00	(16,308.00)	.0
51-499-6295	GRADING WORK	.00	.00	50,000.00	50,000.00	.0
51-499-6300	VEHICLES	16,500.00	44,857.19	364,000.00	319,142.81	12.3
51-499-6404	PW OFFICE RENOVATION	.00	42,046.98	22,500.00	(19,546.98)	186.9
51-499-6894	ELECTRONIC MESSAGE BOARDS	.00	5,154.61	4,500.00	(654.61)	114.6
	TOTAL UTILITY PROJECTS	175,061.72	433,419.85	4,501,000.00	4,067,580.15	9.6
	TOTAL FUND EXPENDITURES	213,263.70	1,606,191.88	6,690,830.00	5,084,638.12	24.0
	NET REVENUE OVER EXPENDITURES	(814.29)	688,315.87	(664,580.00)	(1,352,895.87)	103.6

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

STORM DRAINAGE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CHARGES FOR SERVICES					
52-34-4515	STORM DRAINAGE FEES	33,343.76	290,744.01	399,500.00	108,755.99	72.8
	TOTAL CHARGES FOR SERVICES	33,343.76	290,744.01	399,500.00	108,755.99	72.8
	MISCELLANEOUS REVENUE					
52-36-6100	INTEREST EARNINGS	2,693.37	17,320.69	16,000.00	(1,320.69)	108.3
52-36-6300	GRANTS	.00	.00	50,000.00	50,000.00	.0
52-36-6341	SYSTEM DEVEL FEES (TAP FEES)	11,611.60	281,105.82	275,000.00	(6,105.82)	102.2
52-36-6651	MARSHALL FIRE-FEMA REIMBURSE	.00	.00	173,600.00	173,600.00	.0
52-36-6700	SALE OF ASSETS	.00	.00	25,000.00	25,000.00	.0
52-36-6953	TRANSFER FROM OPERATIONS	.00	.00	118,398.00	118,398.00	.0
	TOTAL MISCELLANEOUS REVENUE	14,304.97	298,426.51	657,998.00	359,571.49	45.4
	TOTAL FUND REVENUE	47,648.73	589,170.52	1,057,498.00	468,327.48	55.7

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

STORM DRAINAGE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ADMINISTRATION					
52-415-2100	LEGAL SERVICES - GENERAL	.00	.00	500.00	500.00	.0
52-415-2300	PLANNING SERVICES - (KICP)	.00	8,363.97	23,000.00	14,636.03	36.4
52-415-2373	MS4 PERMIT ADMINISTRATION	.00	30,855.88	100,000.00	69,144.12	30.9
52-415-3100	TELEPHONE	25.64	300.42	1,000.00	699.58	30.0
52-415-4200	MEMBERSHIPS	.00	525.00	1,200.00	675.00	43.8
52-415-4300	TRAINING	35.00	136.24	780.00	643.76	17.5
52-415-4310	TRAVEL & EXPENSES	.00	.00	1,030.00	1,030.00	.0
52-415-4900	OTHER FEES & SERVICES	189.66	519.91	1,250.00	730.09	41.6
52-415-5100	OFFICE SUPPLIES	.00	22.30	680.00	657.70	3.3
52-415-5160	UNIFORMS & SUPPLIES	691.52	1,258.44	1,000.00	(258.44)	125.8
	TOTAL ADMINISTRATION	941.82	41,982.16	130,440.00	88,457.84	32.2
	STORM DRAINAGE					
52-480-2210	ENGINEERING SERVICES	.00	3,993.00	10,000.00	6,007.00	39.9
52-480-2390	UTILITY LOCATION SERVICES	175.81	1,791.71	2,000.00	208.29	89.6
52-480-3350	REPAIR & MAINT-UTIL'Y CHANNELS	.00	.00	3,300.00	3,300.00	.0
52-480-3370	REPAIR & MAINT-RESERVOIR/PONDS	5,949.72	23,715.30	28,000.00	4,284.70	84.7
52-480-3510	STREET SWEEPING	.00	7,933.81	20,500.00	12,566.19	38.7
52-480-5220	TOOLS & SMALL EQUIPMENT	309.41	895.26	2,000.00	1,104.74	44.8
	TOTAL STORM DRAINAGE	6,434.94	38,329.08	65,800.00	27,470.92	58.3
	NON-DEPARTMENTAL EXPENDITURES					
52-490-2400	AUDITING SERVICES	.00	6,930.00	7,350.00	420.00	94.3
52-490-2440	UTILITY BILLING FEES	120.90	1,287.99	1,600.00	312.01	80.5
52-490-2650	MANAGEMENT SERVICES	14,013.67	126,123.03	168,164.00	42,040.97	75.0
52-490-4600	INSURANCE	.00	17,512.14	18,700.00	1,187.86	93.7
52-490-5120	FUEL & ROUTINE MAINTENANCE	843.23	5,701.45	6,000.00	298.55	95.0
52-490-7730	NOTE PRINCIPAL - 2015 NOTE	.00	.00	55,913.00	55,913.00	.0
52-490-7740	NOTE INTEREST - 2015 NOTE	.00	2,858.73	5,735.00	2,876.27	49.9
52-490-8511	EMERG PROTECT MEASURES (FEMA)	.00	1,799.50	.00	(1,799.50)	.0
52-490-8521	MARSH FIRE - OUT OF POCKET EXP	.00	17,547.50	.00	(17,547.50)	.0
52-490-9530	TRANSFER TO CAPITAL	.00	.00	118,398.00	118,398.00	.0
	TOTAL NON-DEPARTMENTAL EXPENDITURES	14,977.80	179,760.34	381,860.00	202,099.66	47.1
	UTILITY PROJECTS					
52-499-2210	DRAIN IMPROVEMENTS ENGINEERING	.00	2,082.50	.00	(2,082.50)	.0
52-499-6300	VEHICLES	.00	16,961.30	126,000.00	109,038.70	13.5
52-499-6992	RESERVOIR & PONDS MAINTENANCE	2,500.00	103,500.00	250,000.00	146,500.00	41.4
	TOTAL UTILITY PROJECTS	2,500.00	122,543.80	376,000.00	253,456.20	32.6

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

STORM DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	24,854.56	382,615.38	954,100.00	571,484.62	40.1
NET REVENUE OVER EXPENDITURES	22,794.17	206,555.14	103,398.00	(103,157.14)	199.8

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

TRASH AND RECYCLING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CHARGES FOR SERVICES					
53-34-4520	TRASH AND RECYCLING USER FEES	15,586.43	130,682.26	230,000.00	99,317.74	56.8
	TOTAL CHARGES FOR SERVICES	15,586.43	130,682.26	230,000.00	99,317.74	56.8
	TOTAL FUND REVENUE	15,586.43	130,682.26	230,000.00	99,317.74	56.8

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

TRASH AND RECYCLING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TRASH AND RECYCLING					
53-481-3630	TRASH AND RECYLING	15,263.16	138,816.84	230,000.00	91,183.16	60.4
	TOTAL TRASH AND RECYCLING	15,263.16	138,816.84	230,000.00	91,183.16	60.4
	TOTAL FUND EXPENDITURES	15,263.16	138,816.84	230,000.00	91,183.16	60.4
	NET REVENUE OVER EXPENDITURES	323.27	(8,134.58)	.00	8,134.58	.0

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

ORIGINAL TOWN SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MISCELLANEOUS REVENUE					
54-36-6100	INTEREST EARNINGS	114.55	776.53	.00	(776.53)	.0
	TOTAL MISCELLANEOUS REVENUE	114.55	776.53	.00	(776.53)	.0
	TOTAL FUND REVENUE	114.55	776.53	.00	(776.53)	.0
	NET REVENUE OVER EXPENDITURES	114.55	776.53	.00	(776.53)	.0

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MISCELLANEOUS REVENUE					
70-36-6100	INTEREST EARNINGS	859.23	8,213.91	4,000.00	(4,213.91)	205.4
70-36-6310	CONSERVATION TRUST FUNDS	31,620.54	113,510.47	150,000.00	36,489.53	75.7
	TOTAL MISCELLANEOUS REVENUE	32,479.77	121,724.38	154,000.00	32,275.62	79.0
	TOTAL FUND REVENUE	32,479.77	121,724.38	154,000.00	32,275.62	79.0

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PARKS & RECREATION					
70-426-3480	POOLS REPAIRS AND IMPROVEMENTS	.00	176,818.00	225,000.00	48,182.00	78.6
70-426-6290	TREE, PLANT AND SHRUB ENHANCE	40.49	69,263.18	114,000.00	44,736.82	60.8
	TOTAL PARKS & RECREATION	40.49	246,081.18	339,000.00	92,918.82	72.6
	TOTAL FUND EXPENDITURES	40.49	246,081.18	339,000.00	92,918.82	72.6
	NET REVENUE OVER EXPENDITURES	32,439.28	(124,356.80)	(185,000.00)	(60,643.20)	(67.2)

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

OPEN SPACE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TAXES					
71-31-1300	GENERAL SALES TAX	110,900.76	449,181.28	680,000.00	230,818.72	66.1
71-31-1310	USE TAX--VEHICLE	12,080.93	64,781.64	82,500.00	17,718.36	78.5
71-31-1320	USE TAX--BUILDING	6,658.56	75,071.80	50,000.00	(25,071.80)	150.1
	TOTAL TAXES	129,640.25	589,034.72	812,500.00	223,465.28	72.5
	MISCELLANEOUS REVENUE					
71-36-6100	INTEREST EARNINGS	.00	.00	49,000.00	49,000.00	.0
71-36-6210	LEASE REVENUE	1,713.76	15,423.84	20,566.00	5,142.16	75.0
71-36-6300	GRANTS	34,000.00	34,000.00	.00	(34,000.00)	.0
	TOTAL MISCELLANEOUS REVENUE	35,713.76	49,423.84	69,566.00	20,142.16	71.1
	TOTAL FUND REVENUE	165,354.01	638,458.56	882,066.00	243,607.44	72.4

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

OPEN SPACE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OPEN SPACE					
71-471-1010	REGULAR SALARIES	4,916.66	44,249.94	58,710.00	14,460.06	75.4
71-471-1060	OVERTIME	340.38	3,818.69	500.00	(3,318.69)	763.7
71-471-1300	PAYROLL COSTS (BENEFITS)	2,037.96	18,438.31	37,692.00	19,253.69	48.9
71-471-1400	EMPLOYER CONTRIBUTION - FICA	77.02	705.12	851.00	145.88	82.9
71-471-2650	MANAGEMENT SERVICES	1,955.43	17,598.87	23,465.00	5,866.13	75.0
71-471-3140	WATER	3,772.50	10,274.97	25,000.00	14,725.03	41.1
71-471-3450	MAINTENANCE - LANDSCAPE	23,926.46	260,001.10	212,180.00	(47,821.10)	122.5
71-471-4122	OPEN SPACE COORDINATION	835.42	14,797.98	20,000.00	5,202.02	74.0
71-471-6900	LAND	.00	576,134.38	.00	(576,134.38)	.0
71-471-6907	COYOTE RIDGE TRAILHEAD&WAYFIND	.00	2,519.90	145,000.00	142,480.10	1.7
71-471-6908	OPEN SPACE MASTER PLAN	.00	.00	50,000.00	50,000.00	.0
71-471-6912	MASTER PLAN IMPLEMENTATION	.00	.00	25,000.00	25,000.00	.0
71-471-8516	PARKS & REC (FEMA)	.00	232.15	.00	(232.15)	.0
	TOTAL OPEN SPACE	37,861.83	948,771.41	598,398.00	(350,373.41)	158.6
	TOTAL FUND EXPENDITURES	37,861.83	948,771.41	598,398.00	(350,373.41)	158.6
	NET REVENUE OVER EXPENDITURES	127,492.18	(310,312.85)	283,668.00	593,980.85	(109.4)

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

CLASS ONE LANDSCAPE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CHARGES FOR SERVICES					
72-34-4710	LANDSCAPE MAINTENANCE FEES	170,668.01	1,489,899.19	2,032,082.00	542,182.81	73.3
	TOTAL CHARGES FOR SERVICES	170,668.01	1,489,899.19	2,032,082.00	542,182.81	73.3
	MISCELLANEOUS REVENUE					
72-36-6100	INTEREST EARNINGS	881.83	8,744.96	6,000.00	(2,744.96)	145.8
72-36-6600	OTHER REVENUE	.00	97,506.00	60,000.00	(37,506.00)	162.5
	TOTAL MISCELLANEOUS REVENUE	881.83	106,250.96	66,000.00	(40,250.96)	161.0
	TOTAL FUND REVENUE	171,549.84	1,596,150.15	2,098,082.00	501,931.85	76.1

CLASS ONE LANDSCAPE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PARKS & RECREATION					
72-426-2440	UTILITY BILLING FEES	564.20	6,010.76	7,000.00	989.24	85.9
72-426-2630	MOSQUITO CONTROL	5,129.80	25,649.00	30,000.00	4,351.00	85.5
72-426-2650	MANAGEMENT SERVICES	25,420.62	228,785.58	305,047.00	76,261.42	75.0
72-426-3140	WATER	74,202.28	245,587.21	362,725.00	117,137.79	67.7
72-426-3150	ELECTRICITY	3,382.48	27,690.80	25,000.00	(2,690.80)	110.8
72-426-3290	MAINTENANCE - TRAILS	.00	59,181.29	48,000.00	(11,181.29)	123.3
72-426-3320	MAINTENANCE - PLAYGROUND	.00	.00	16,000.00	16,000.00	.0
72-426-3370	MAINTENANCE - RESERVOIR/PONDS	2,793.90	24,299.01	54,000.00	29,700.99	45.0
72-426-3450	MAINTENANCE - LANDSCAPE	128,872.12	904,758.26	1,168,600.00	263,841.74	77.4
72-426-4900	OTHER FEES & SERVICES	.00	.00	2,000.00	2,000.00	.0
72-426-6080	DRAINAGE IMPROVEMENTS	2,838.00	2,838.00	5,000.00	2,162.00	56.8
72-426-8230	WILDLIFE & VEGETATION MGMT	42.85	1,518.35	7,500.00	5,981.65	20.2
	TOTAL PARKS & RECREATION	243,246.25	1,526,318.26	2,030,872.00	504,553.74	75.2
	TOTAL FUND EXPENDITURES	243,246.25	1,526,318.26	2,030,872.00	504,553.74	75.2
	NET REVENUE OVER EXPENDITURES	(71,696.41)	69,831.89	67,210.00	(2,621.89)	103.9

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

MARSHALL FIRE RECOVERY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TAXES					
73-31-1300	GENERAL SALES TAX	59,147.08	478,049.31	710,000.00	231,950.69	67.3
73-31-1310	USE TAX--VEHICLE	6,443.16	46,609.39	64,000.00	17,390.61	72.8
73-31-1320	USE TAX--BUILDING	3,551.23	42,704.96	30,000.00	(12,704.96)	142.4
	TOTAL TAXES	69,141.47	567,363.66	804,000.00	236,636.34	70.6
	MISCELLANEOUS REVENUE					
73-36-6100	INTEREST EARNINGS	1,582.06	5,515.33	.00	(5,515.33)	.0
	TOTAL MISCELLANEOUS REVENUE	1,582.06	5,515.33	.00	(5,515.33)	.0
	TOTAL FUND REVENUE	70,723.53	572,878.99	804,000.00	231,121.01	71.3

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

MARSHALL FIRE RECOVERY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	NON-DEPARTMENTAL EXPENDITURES					
73-490-9420	TRANSFER TO CAPITAL IMPRV FUND	.00	.00	804,000.00	804,000.00	.0
	TOTAL NON-DEPARTMENTAL EXPENDITURES	.00	.00	804,000.00	804,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	804,000.00	804,000.00	.0
	NET REVENUE OVER EXPENDITURES	70,723.53	572,878.99	.00	(572,878.99)	.0

ITEM NO. 5i

INFORMATION FOR MEETING
OF THE SUPERIOR BOARD OF TRUSTEES

AGENDA ITEM NAME: **Approval of an Emergency Ordinance of the Board of Trustees of the Town of Superior Amending the Superior Municipal Code for Sales and Use Tax**

MEETING DATE: **December 9, 2024**

PRESENTED BY: **Jeff Stone, Finance Director**
Matt Magley, Town Manager
Nick Hartman, Town Attorney

PRESENTED FOR: **Approval**

BACKGROUND:
On August 12, 2024 the Town Board approved a resolution requesting an increase of the Town sales and use tax for capital improvement projects. The voters approved Superior Ballot Issue 3B, which increases the Town sales and use tax by 0.315%. The measure allows a debt issuance to raise up to $20 million through the increase of the Town's sales and use tax rate by 0.315% (31.5 cents for every $100 spent) for the purpose of accelerating these projects.

The proceeds from the sales and use tax are to be placed in a fund for design, improvement, financing and other costs associated with the capital improvement projects.

It is necessary that the Board adopt an ordinance amending the Superior Municipal Code, which reflects the provisions of the ballot issue, and enables its collection. An emergency ordinance is required as a regular ordinance wouldn't go into effect for 30 days and that would be after the January 1, 2025 start date of the sales and use tax.

BUDGET IMPACT:
None

RECOMMENDED ACTION:
Approve the ordinance

MOTION:
Move to approve an Emergency Ordinance of the Board of Trustees of the Town Superior amending the Superior Municipal Code, increasing sales and use tax for capital improvement projects.

ATTACHMENTS:
- Ordinance

TOWN OF SUPERIOR
ORDINANCE NO. O-17
SERIES 2024

AN EMERGENCY ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR PASSING AN INCREASE OF 0.315% IN THE TOWN'S SALES AND USE TAX RATE AS APPROVED BY THE VOTERS AT THE NOVEMBER 5, 2024, REGULAR ELECTION

WHEREAS, on November 5, 2024, the registered electors of the Town voted in favor of a ballot question authorizing the Board of Trustees to increase Town debt and increase the Town sales and use tax rate by three hundred fifteen one-thousandths percent (0.315%) to finance Town capital improvement projects;

WHEREAS, the Board of Trustees now desires to increase the Town sales and use tax rate by three hundred fifteen one-thousandths percent (0.315%), with such increase to pay for the debt increase and the construction, operation and maintenance of capital improvement projects of the Town as approved by the registered electors of the Town on November 5, 2024;

WHEREAS, the Board of Trustees also desires to create the 2025 Capital Improvement Projects Fund for deposit of the new sales and use tax revenue; and

WHEREAS, the adoption of this Ordinance is necessary for the immediate preservation of the public health, welfare, and safety of the Town.

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

Section 1. Beginning on January 1, 2025, the Town sales tax rate promulgated by Section 4-2-20 of the Superior Municipal Code shall be increased by three hundred fifteen one-thousandths percent (0.315%), as authorized by the registered electors of the Town at the November 5, 2024, regular election.

Section 2. Beginning on January 1, 2025, the Town use tax rate promulgated by Section 4-3-20 of the Superior Municipal Code shall be increased by three hundred fifteen one-thousandths percent (0.315%), as authorized by the registered electors of the Town at the November 5, 2024, regular election.

Section 3. The Superior Municipal Code is hereby amended by the addition of a new Section 4-1-55, to read as follows:

Sec. 4-1-55. – 2025 Capital Improvement Projects Fund.

There is hereby established a special fund, to be known as the 2025 Capital Improvement Projects Fund, for the deposit of three hundred fifteen one-thousandths percent (0.315%) of the sales tax collected by the Town beginning on January 1, 2025, and ending on December 31, 2050. The fund shall be used for the payment of the debt increase and the construction, operation and maintenance of capital improvements of the Town as approved by the registered electors of the Town on November 5, 2024.

Section 4. Section 4-2-20(a) of the Superior Municipal Code is hereby amended as follows:

Sec. 4-2-20. – Tax imposed.

(a) There is hereby imposed on the sale of tangible personal property at retail or the furnishing of services as provided in Section 29-2-105(1)(d), C.R.S., a sales tax in the amount established by ordinance of the Board of Trustees ~~equal to three and forty-six one-hundredths percent (3.46%) of the gross receipts~~ (the "sales tax"). The tangible personal property and services taxable under this Article shall be the same as the tangible personal property and services taxable pursuant to Section 39-26-104, C.R.S., and subject to the same exemptions as those specified in Title 39, Article 26, Part 7, C.R.S.; provided that the exemption for sales of food pursuant to Section 39-26-707, C.R.S., the exemption for sales of electricity, coal, wood, gas, fuel oil or coke sold to occupants of residences pursuant to Section 39-26-715(1)(a)(II), C.R.S., and the exemption for sales of machinery or machine tools pursuant to Section 39-26-709, C.R.S., shall not apply to the Town's sales tax. The imposition of the sales tax on individual sales shall be in accordance with schedules set forth in the rules and regulations promulgated by the Department of Revenue. If any vendor, during any reporting period, shall collect as the sales tax an amount in excess of the amount of the sales tax imposed by this Article, the vendor shall remit to the Executive Director the full amount of the sales tax and also such excess.

Section 5. Section 4-2-30 of the Superior Municipal Code is hereby amended as follows:

Sec. 4-2-30. – Deposit of funds.

Upon receipt of the sales tax by the Town, the following deposits shall be made:

* * *

(3) Beginning on January 1, 2025, and ending on December 31, 2050, three hundred fifteen one-thousandths of a percent (0.315%) shall be deposited into the 2025 Capital Improvement Projects Fund.

Section 6. Section 4-3-20 of the Superior Municipal Code is hereby amended as follows:

Sec. 4-3-20. – Tax imposed.

There is hereby imposed and there shall be paid and collected a use tax upon the privilege of using or consuming within the Town any construction and building materials purchased at retail and for the privilege of storing, using or consuming within the Town any motor and other vehicles, purchased at retail for which registration is required, such use tax to be in the amount established by ordinance of the Board of Trustees ~~of three and three-tenths percent (3.3%) of the retail cost thereof~~ (the "use tax"). The use tax shall be collected in accordance with this Chapter. The amount subject to the use tax shall not include the amount of any sales or use tax imposed by Article 26 of Title 39, C.R.S.

Section 7. Section 4-3-50(b) of the Superior Municipal Code is hereby amended as follows:

Sec. 4-3-50. – Construction materials use tax.

(b) Calculation. Use taxes are assessed on the cost of construction materials only. Prior to the issuance of any building permit, all use taxes shall be paid on construction materials. A receipt for the use taxes paid will be provided and should be presented upon purchase of construction materials so that the applicant will not be double-taxed for use taxes and sales taxes. Use taxes are normally established as an estimate equal to fifty percent (50%) of the total project value.~~, and are calculated as follows:~~

~~50% of total valuation = total cost of construction materials x 3.3% = use tax.~~

~~For example, the use tax on a $100,000 house would equal $1,650 (50% of total valuation = $50,000 x 3.3% = $1,650).~~

Section 8. Section 4-3-60 of the Superior Municipal Code is hereby amended as follows:

Sec. 4-3-60. – Deposit of funds.

(a) Upon receipt of the use tax by the Town, three-tenths percent (0.3%) thereof shall be deposited in the Open Space Fund.

(b) Beginning on January 1, 2025, and ending on December 31, 2050, three hundred fifteen one-thousandths of a percent (0.315%) shall be deposited in the 2025 Capital Improvement Projects Fund.

Section 9. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision

shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one or part or parts be declared unconstitutional or invalid.

Section 10. Safety. This Ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

Section 11. Emergency Declaration. This Ordinance is deemed necessary for the immediate preservation of the health, welfare and safety of the community, because the Board of Trustees must immediately act on this to timely adopt the new sales and use tax increase after certification of the election but before the beginning of the year to raise funds for critical infrastructure projects whose urgency and expense was exacerbated by the Marshall Fire. Following adoption, this Ordinance shall be published in full.

INTRODUCED, READ, PASSED AND ORDERED PUBLISHED IN FULL this 9th day of December, 2024.

_____
Mark Lacis, Mayor

ATTEST:

_____
Lydia Yecke, Town Clerk

ITEM NO. 5j

INFORMATION FOR MEETING
OF THE SUPERIOR BOARD OF TRUSTEES

AGENDA ITEM NAME: **Conveyance of a Portion of Tract C, 625 Wiggins**

MEETING DATE: **December 9, 2024**

PRESENTED BY: **Leslie Clark, PROS Director**
Lisa Ritchie, Planning & Building Director

PRESENTED FOR: **First Reading**

BACKGROUND:
The Town owns and maintains a small portion of land between the back of a residential lot at 625 Wiggins and the exterior fence in the Waterford neighborhood. This small triangular piece measures approximately 121 feet by 15 feet on one end and tappers down to 0 feet at the east edge of the lot. The lot at 625 Wiggins was purchased by the Duclos family in 2024, and they approached the Town with the desire to extend their lot up to the existing Waterford fence. This would convey a small slice of Town property that is awkward and difficult to maintain, and that offers little to no public value. Conveying this small portion to the property owner will allow the resident to extend his west side-lot fence up to the existing Waterford fence, something that is desirable for containment of their dog.

Conveyance of Town-owned property is required to be approved via ordinance by the Town Board. Following conveyance of the property, the Duclos' intend to replat the property to incorporate the conveyed property into their existing lot, which can be approved administratively.

ALTERNATIVE:
Decline the resident request for conveyance. The Town continues to irrigate and mow this small portion of Lot C, and the resident may choose to install an additional fence for their dog.

BUDGET IMPLICATIONS:
None

ATTACHMENTS:
- Ordinance
- Deed/Agreement
- Lot Diagram

TOWN OF SUPERIOR
ORDINANCE NO. O-
SERIES 2024

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR APPROVING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO COLE DUCLOS AND ZOE DUCLOS

WHEREAS, pursuant to C.R.S. § 31-15-713, the Board of Trustees is authorized to sell or dispose of real property, by ordinance, held by the Town for purposes other than governmental purposes;

WHEREAS, the Board of Trustees finds and determines that the unimproved real property held by the Town and described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"), is not used or held for any governmental or municipal purpose and has never been used as a street; and

WHEREAS, the Board of Trustees wishes to transfer the Property to Cole Duclos and Zoe Duclos.

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

Section 1. Based on the foregoing findings, the Board of Trustees hereby authorizes and approves the conveyance of the Property to Cole Duclos and Zoe Duclos by quitclaim deed, in exchange for $10.00.

Section 2. The Mayor is hereby authorized to execute a quitclaim deed for the Property, subject to approval of the Town Attorney.

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

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

INTRODUCED, READ, PASSED AND ORDERED PUBLISHED this ___ day of _____, 2024.

_____
Mark Lacis, Mayor

ATTEST:

_____
Lydia Yecke, Town Clerk

EXHIBIT A
LEGAL DESCRIPTION

A PORTION OF TRACT C, ROCK CREEK RANCH FILING NO. 5, A SUBDIVISION LOCATED IN THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, THE PLAT OF WHICH IS RECORDED ON FILM 1663 AS RECEPTION NO. 1088978 OF THE BOULDER COUNTY RECORDS, SAID PORTION OF TRACT C BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERNMOST CORNER OF SAID TRACT C ALSO BEING THE NORTHEAST CORNER OF LOT 6, BLOCK 1, ROCK CREEK RANCH FILING NO. 5, FROM WHICH THE NORTHWEST CORNER OF SAID TRACT C BEARS SOUTH 88°57'21 WEST, 826.11 FEET WITH ALL BEARINGS HEREIN BEING RELATIVE THERETO; THENCE SOUTH 81°09'21" WEST ALONG THE SOUTHERLY LINE OF SAID TRACT C AND THE NORTHERLY LINE OF SAID LOT 6, 120.33 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE NORTH 10°16'38" WEST, 16.55 FEET ALONG THE WESTERLY LINE OF SAID LOT 6 EXTENDED NORTHERLY TO A POINT ON THE NORTH LINE OF SAID TRACT C; THENCE NORTH 88°57'21" EAST ALONG THE NORTH LINE OF SAID TRACT C, 121.87 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PORTION OF TRACT C CONTAINS 995 SQUARE FEET (0.023 ACRES), MORE OR LESS.

QUITCLAIM DEED

This Quitclaim Deed is made and entered into this ___ day of _____, 2024, by and between the Town of Superior, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, CO 80027 (the "Grantor") and Cole Duclos and Zoe Duclos, two individual landowners with an address of 625 East Wiggins Street, Superior, CO 80027 (the "Grantee").

Witness that the Grantor, for and in consideration of the sum of $10.00, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell and Quitclaim unto the Grantee, its successors, and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with any improvements thereon, located in the Town of Superior, County of Boulder and State of Colorado, described as follows:

See **Exhibit A** attached hereto and incorporated herein by this reference.

Subject to all, if any, valid easements, rights of way, covenants, conditions, reservations and restrictions of record.

To have and hold the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, and its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has executed this Quitclaim Deed on this ___ day of _____, 2024.

TOWN OF SUPERIOR, COLORADO

_____
Mark Lacis, Mayor

ATTEST:

_____
Lydia Yecke, Town Clerk

EXHIBIT A
Legal Description

A PORTION OF TRACT C, ROCK CREEK RANCH FILING NO. 5, A SUBDIVISION LOCATED IN THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF BOULDER, STATE OF COLORADO, THE PLAT OF WHICH IS RECORDED ON FILM 1663 AS RECEPTION NO. 1088978 OF THE BOULDER COUNTY RECORDS, SAID PORTION OF TRACT C BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERNMOST CORNER OF SAID TRACT C ALSO BEING THE NORTHEAST CORNER OF LOT 6, BLOCK 1, ROCK CREEK RANCH FILING NO. 5, FROM WHICH THE NORTHWEST CORNER OF SAID TRACT C BEARS SOUTH 88°57'21 WEST, 826.11 FEET WITH ALL BEARINGS HEREIN BEING RELATIVE THERETO; THENCE SOUTH 81°09'21" WEST ALONG THE SOUTHERLY LINE OF SAID TRACT C AND THE NORTHERLY LINE OF SAID LOT 6, 120.33 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE NORTH 10°16'38" WEST, 16.55 FEET ALONG THE WESTERLY LINE OF SAID LOT 6 EXTENDED NORTHERLY TO A POINT ON THE NORTH LINE OF SAID TRACT C; THENCE NORTH 88°57'21" EAST ALONG THE NORTH LINE OF SAID TRACT C, 121.87 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PORTION OF TRACT C CONTAINS 995 SQUARE FEET (0.023 ACRES), MORE OR LESS.

Portion of Lot C, 625 Wiggins: 246 SqFt

ITEM NO. 5k

INFORMATION FOR MEETING
OF THE SUPERIOR BOARD OF TRUSTEES

AGENDA ITEM NAME: **Resolution – Approving a Contract with J&T Consulting, Inc. for the Rock Creek Parkway and McCaslin Boulevard Intersection Improvements Project**

MEETING DATE: **December 9, 2024**

PRESENTED BY: **Christine Katz, Public Works & Utilities Civil Engineer**
Brannon Richards, Public Works & Utilities Director

PRESENTED FOR: **Action**

BACKGROUND:
The 2025 CIP Budget includes funds for street replacement projects. The Rock Creek Parkway/ McCaslin Boulevard intersection is planned for 2025.

Rock Creek Parkway was constructed more than 30 years ago by the developer and while the Town has performed some maintenance on the roadway, the roadway surface has reached the end of its useful life. Rock Creek Parkway is rated the worst street in Superior based on the latest roadway condition assessment completed in 2024. Pavement condition index (PCI) ratings for different sections of Rock Creek Parkway are included in Table 1.

Table 1 – Rock Creek Parkway PCI Ratings

Road Name	From	To	PCI Rating
Rock Creek Parkway	McCaslin Blvd	E Wiggins St	17
Rock Creek Parkway	Coal Creek Drive	S 88th Street	36
Rock Creek Parkway	Indiana Street	Coal Creek Drive	41
Rock Creek Parkway	Coal Ridge Drive	Coalton Road	49

Staff previously estimated that $10-12 million is needed to complete roadway improvements along the entire Rock Creek Parkway corridor.

PROJECT PHASING
Staff has evaluated the entire Rock Creek Parkway corridor and has formulated a phasing plan. In 2024, Rock Creek Parkway was reconstructed from the pedestrian bridge near McCaslin Boulevard to Indiana Street. A summary of the proposed phasing plan is included in table 2 below.

Table 2 – Rock Creek Parkway Phasing Plan

Roadway Section	Year	Budgeted Cost
McCaslin Blvd to Ped Bridge	2025	$1.5 M
Indiana Street to S 88th Street	2025	$2.25 – 4.25 M
Honey Creek Ln to Coalton Road	2027	$2.5 M

The design contract being presented includes full design and bid phase services for the reconstruction of Rock Creek Parkway from McCaslin Boulevard to the Pedestrian Bridge, including the McCaslin Boulevard and Rock Creek Parkway intersection. The scope of work also includes survey of this roadway section and geotechnical analysis of this section.

CONSULTANT RECOMMENDATION AND BUDGET IMPLICATIONS:
Staff is recommending J&T Consulting, Inc. for the design contract. J&T Consulting has an active on-call contract with the Town of Superior and has successfully completed the most recent roadway reconstruction projects in Town, including Rock Creek Parkway from the pedestrian bridge to Indiana, Coalton Road, Indiana Street, and South 88th Street.

This design phase for this project will be charged to the Street Maintenance cost center 42-430-6605. This work was planned for and included in the 2025 approved budget.

RECOMMENDED ACTION:
Staff recommends approval of the contract with J&T Consulting, Inc. for the Rock Creek Parkway/ McCaslin Boulevard Intersection Improvements in the amount of $82,300.

MOTION:
Move to adopt a Resolution approving a Contract with J&T Consulting, Inc. for the Rock Creek Parkway/ McCaslin Boulevard Intersection Improvements in the amount of $82,300.

ATTACHMENTS:
- Resolution
- Contract

TOWN OF SUPERIOR
RESOLUTION NO. R-67
SERIES 2024

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR APPROVING AN AGREEMENT WITH J&T CONSULTING, INC., FOR THE ROCK CREEK PARKWAY / MCCASLIN BOULEVARD INTERSECTION IMPROVEMENTS PROJECT

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

Section 1. The Agreement between the Town of Superior and J&T Consulting, Inc. for the Rock Creek Parkway / McCaslin Boulevard Intersection Improvements Project is hereby approved in substantially the same form as attached hereto, subject to final approval by the Town Attorney.

ADOPTED this 9th day of December, 2024.

_____
Mark Lacis, Mayor

ATTEST:

_____
Lydia Yecke, Town Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this __9th___ day of ___December___, 2024 (the "Effective Date"), by and between the Town of Superior, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, CO 80027, (the "Town"), and J&T Consulting, Inc., an independent contractor with a principal place of business at 305 Denver Avenue, Suite D, Fort Lupton, Colorado 80621 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

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

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor __$82,300__. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses.

Contractor shall not be paid until the Scope of Services is completed to the satisfaction of the Town.

IV. PROFESSIONAL RESPONSIBILITY

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

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

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work under the Scope of Services.

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

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or

change such work without providing notice to or receiving consent from Contractor; provided that Contractor shall have no liability for any work that has been modified by the Town.

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

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

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

2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of $1,000,000 each claim and $2,000,000 general aggregate.

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

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

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability,

damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

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

IX. MISCELLANEOUS

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

B. *No Waiver*. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. *Integration*. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. *Third Parties*. There are no intended third-party beneficiaries to this Agreement.

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

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

G. *Modification*. This Agreement may only be modified upon written agreement of the Parties.

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

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

J. *Rights and Remedies*. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

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

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

TOWN OF SUPERIOR, COLORADO

_____
Mark Lacis, Mayor

ATTEST:

_____
Lydia Yecke, Town Clerk

CONTRACTOR

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2023, by _____ as _____ of _____.

My commission expires: _____

(S E A L)

_____
Notary Public

EXHIBIT A
SCOPE OF SERVICES

Scope includes final design and bid documents for the reconstruction of Rock Creek Parkway at the McCaslin Intersection up to the pedestrian underpass at Purple Pass. Design drawings will include roadway subgrade, asphalt, concrete replacement, and striping. Additionally, improvements in the McCaslin Boulevard/ Rock Creek Parkway intersection will include the asphalt section and necessary concrete flat work to improve drainage and drivability. Final construction drawings, specifications, bidding support, special provisions, and cost estimate will be prepared based on discussion with the Town to provide the ideal solution based on use, construction concerns, and budget.

Task 1 Management and Meetings:
The kick-off meeting will set the project on a path for success by better defining roles, lines of communication, goals, objectives, success factors, alternative design options, and associated performance measures for the project. It is important that all team members attend the kick-off meeting.
Progress meetings allow for discussion of specific issues and will be held as necessary to accomplish project goals.
Review Workshops will be held at approximately the 30%, 60%, and 90% design levels. It is anticipated that more well-defined items may not require review at every design level. These workshops will bring team members together to discuss design issues. Holding design workshops should shorten review times, provide an opportunity for Town staff to identify and discuss issues and express desires. It will also provide a time for the team to discuss some of the decision factors related to the design.

Project Management Plan:
Following the kick-off meeting, JT will develop a project management and communication plan that will include the objectives, goals, key success factors and project milestones as well as the roles and contact information for each team member.

Task 2 Design of Roadway Reconstruction – Construction Drawings & Specifications
Construction drawings and technical specifications for all improvements will be developed and submitted for review at the 30%, 60%, and 90% stages for review and comment by Town staff. Some of the more well-defined items may be taken directly to the 90% stage. A special conditions section will be developed for review by the Town during this phase. The construction drawings will consist of existing condition plans, site plans, demolition plans, erosion control plans, landscape plans, traffic and pedestrian control plans, standard details, and notes, and specific utility/interference details.
JT will produce an opinion of probable construction costs at the 30%, 60%, and 90% design levels that will provide unit costs for installation of the main infrastructure improvements. Construction cost contingencies will be included to account for incidentals not identified in the main infrastructure improvements and to account for expected continuing price increases on materials. The opinion of probably construction costs will be updated to provide more detail and itemization as additional design information is developed and contingencies may be reduced to a

lesser percentage as more data is available. JT will work with the Town to develop a project that meets the Town's budget and addresses all of the primary project objectives.

Task 3 Bidding Services:
JT will assist during the bidding phase by:

- Preparing bid addenda and bid tabulation tools and documentation
- Work to resolve design issues and respond to bidders' question
- Facilitate the bid opening
- Check references and make a recommendation of award to recommended contractor(s)
- Develop "for construction" sets of construction drawings and specifications, incorporating any addenda

ITEM NO. 51

INFORMATION FOR MEETING
OF THE SUPERIOR BOARD OF TRUSTEES

AGENDA ITEM NAME: **Resolution – Amending Town of Superior Purchasing Policy**

MEETING DATE: **December 9, 2024**

PRESENTED BY: **Jeff Stone, Finance Director**
Matt Magley, Town Manager

PRESENTED FOR: **Action**

BACKGROUND:
The current Town procurement limits were created in 2008 and adjusted in 2020. Town staff reviewed purchasing limits of neighboring municipalities and purchasing authority for the Town/City Manager as follows:

Broomfield - $200,000
Lafayette - $100,000
Louisville - $100,000
Erie - $100,000

Proposed is a change to the purchasing limits for the Town Manager from $100,000 to $50,000.

No changes are proposed for formal quotes or bidding requirements. Three quotes are required for purchases between $2,000 - $15,000. Formal bids/proposals are required for purchases above $25,000.

RECOMMENDED ACTION:
Approval of an amended Town purchasing policy.

BUDGET IMPLICATIONS:
None

MOTION:
Move to approve a Resolution amending the Town's Purchasing Policy.

ATTACHMENTS:
- Resolution
- Purchasing Policy Red-Line

TOWN OF SUPERIOR
RESOLUTION NO. R-68
SERIES 2024

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR APPROVING MODIFICATIONS TO THE TOWN'S PURCHASING POLICY

WHEREAS, the Board of Trustees wishes to approve modifications to the Town's current purchasing policy.

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

Section 1. The Purchasing Policy attached hereto is hereby approved and adopted.

ADOPTED this 9th day of December, 2024.

_____
Mark Lacis, Mayor

ATTEST:

_____
Lydia Yecke, Town Clerk

TOWN OF SUPERIOR PURCHASING POLICY

1. PURPOSE:

To provide guidance to the Town Board and staff in an effort to set forth a standard of integrity when purchasing goods and services on behalf of the Town, provide for the most efficient use of taxpayer's dollars, provide for timely purchases, and follow common sense and good business practices. This policy applies to purchases for the Town of Superior, Superior Metropolitan District No. 1 and the Superior/McCaslin Interchange Metropolitan District (collectively, the "Town").

2. PRIORITIES:

In selecting products and service providers, the Town considers and weighs all of the following criteria:

A. **Pricing**: Ensure that the Town receives the required product or service at the lowest possible cost and highest value.

B. **Competition**: Provide vendors an equal opportunity to sell to the Town.

C. **Quality**: Using the purchasing and bidding parameters identified within this policy document, it will be the intent to acquire the highest quality product and service for the Town.

D. **Environmentally preferable purchasing (EPP):** This policy will give preference to products that minimize environmental impacts over the lifetime of the product. At a minimum, the Town will consider a product's energy profile and recycled material content, toxicity, and impact on air and water resources, and the purchase of Energy-Star® certified products (or equivalent) when available.

EPP is the purchase of products and services that have a lesser or reduced effect on human health and the environment when compared to competing products and services that serve the same purpose. This comparison will take into consideration the "life cycle costs" of the product, such as raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, disposal, energy efficiency, product performance, durability, safety, the needs of the purchaser, and cost.

The Town will use the following action steps to move toward sustainable purchasing practices:

- Purchase products that are made from recycled content.
- Conserve energy and reduce electricity costs.
- Conserve energy and reduce electricity costs
- Purchase durable products that do not have to be replaced as often as their competition.
- Ask all bidders to submit proposals on recycled paper, double sided copies, and without extra materials not requested. Where electronic submittals are possible, request bids in this format.
- Purchase products in bulk to reduce costs, packaging, and transportation impacts.
- Purchase electric vehicles and equipment when financially viable.

3. PROCESS:

In an attempt to acquire the highest quality products and services at the lowest cost, the following purchasing processes will be used:

A. **Quotes**: For purchases between $2,000 and $15,000, a minimum of three (3) quotes will be solicited/received from qualified vendors. If, despite solicitation for quotes, less than three (3) quotes are received, the Town Manager may chose a vendor from the quotes that were received.

B. **Request for Bids and Proposals**: For purchases greater than $15,000, a bidding process soliciting formal bids or a request for proposals ("RFP") will be used. Specifications or a scope of services will be developed and included in the bid or RFP.

C. **Advertising**: At a minimum, all formal bids and RFPs will be advertised in at least one of the following locations:

- A newspaper of general circulation in the Town
- Other publications of limited circulation or trade journals
- Electronic purchasing web sites

In addition, all formal bids and RFPs will be posted on the Town's website. Also, any vendor who requests to be included on the Town's bid list will receive copies of relevant solicitations.

D. **Term/Duration**: For non-recurring and one-time acquisitions, depending on the monetary level of the purchases (see table in Section 4.A.), a competitive procurement process will be used. For the purchase of recurring products and services, formal bids will be solicited at least every four (4) years, if not more frequently, as determined by the Town Manager.

4. POLICIES:

A. **Purchasing Levels/Approval Requirements**: Find below a table which establishes purchasing/bidding levels and approval requirements for all budgeted acquisitions:

THRESHOLDS FOR PROCUREMENTS

Dollar Limit	Bids/Proposal	Approvals
Up to $2,000	None Required	- Department Head
$2,001 - $15,000	A Minimum of Three (3) Required Quotes	- Department Head
$15,001 - $25,000	Formal Bid or Proposal Required	- Department Head
$25,001 - $50,000~~100,000~~	Formal Bid or Proposal Required	- Department Head - Town Manager
Over $50,000~~100,000~~	Formal Bid or Proposal Required	- Department Head - Town Manager - Town Board

Splitting purchases to circumvent this Policy is prohibited.

B. Change Orders: Any change order which in total increases the aggregate acquisition cost by more than 15%, will require approval by the party who originally approved the purchase. Additionally, any change order which increases the cost to the next dollar limit threshold, will require approvals of the appropriate individual/entity at that threshold.

C. Contracts/Record Maintenance: All original agreements/contracts shall be provided to the Town Clerk for maintenance with the Town records.

5. EXCEPTIONS:

A. Cooperative Purchasing: Products or services for which other public agencies have gone through a competitive bidding process and are able to have their bid prices extended to the Town are exempt from the competitive bidding guidelines. The Town may also participate in joint bidding with other agencies if it is in the best interest of Superior to do so.

B. Sole Source Purchases: Purchase of products or services which can be provided by only one (1) supplier or only from one (1) source due to patent, copyright or other issues are exempt from the competitive bidding guidelines. Examples would include utility providers, upgrade to existing software, water share/ditch assessments, travel and education expenses.

C. Emergencies: The provisions of the Purchasing Policy may be suspended by the Town Manager for emergency needs. Emergency needs are those unforeseeable purchases necessary to be made on the day of the need to continue uninterrupted service to the citizens of Superior. In the event of an emergency need, the Board of Trustees will be notified if the purchase exceeds $100,000.

D. Non-Budgeted Purchases: Any non-budgeted purchases in excess of $100,000 will require Board of Trustees approval. For purposes of this subsection, "non-budgeted" means operating or capital expenses not included in the Town's annual budget.

E. Severance and Settlement Payments: All settlement and severance payments, regardless of the amount, require Board of Trustees review prior to execution.

ITEM NO. 6

INFORMATION FOR MEETING
OF THE SUPERIOR BOARD OF TRUSTEES

AGENDA ITEM NAME: **Selection of Mayor Pro-tem**

MEETING DATE: **December 9, 2024**

PRESENTED BY: **Matt Magley, Town Manager**

PRESENTED FOR: **Action**

BACKGROUND:
Section 2-2-50 of the Superior Municipal Code states, "The Board of Trustees shall, at its first meeting, elect one (1) of its members as Mayor Pro Tem who, in the absence of the Mayor or upon his or her inability to act, shall perform the Mayor's duties."

I would recommend that those Trustees interested in serving as the Mayor Pro-tem announce their interest to serve at the time this agenda item comes up in the meeting. Once the Board is aware of the Trustees willing to serve in this position, the Mayor can ask for a show of hands supporting those interested. The Board can then make a motion to select the majority candidate to serve as the Mayor Pro-tem.

RECOMMENDED ACTION:
Selection of Mayor Pro-tem.

ITEM NO. 7

INFORMATION FOR MEETING
OF THE SUPERIOR LIQUOR LICENSING AUTHORITY

AGENDA ITEM NAME: **Public Hearing Regarding a New Hotel and Restaurant License for PJ Foods, LLC dba PJ's Diner**

MEETING DATE: **December 9, 2024**

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

PRESENTED FOR: **Action**

BACKGROUND:

PJ Foods, LLC dba PJ's Diner applied for a Hotel and Restaurant license for the location at 1619 Coalton Road. The Board of Trustees sits as the Liquor Licensing Authority for consideration of new licenses. In such capacity, the Board sits as a quasi–judicial body and can only consider what is presented during the public hearing in deciding whether or not to grant the license.

Notice of this hearing was required to be posted and published and these requirements were met.

The Applicant will be in attendance to present testimony to show this request meets the prerequisites of State law. Those prerequisites include: (a) the needs and desires of the adult inhabitants of the neighborhood (usually demonstrated by petitions); (b) certain features of the premises to be licensed, and (c) the reputation and character of the Applicant. Fingerprint background check is required for Pamela Brown and the results have been received.

The attached Preliminary Findings were issued administratively and include the minimum findings required for the license to be issued. If these minimum findings had not been met, the license would not be eligible or approval. Additional findings may be added. Tonight you will consider additional information that may be presented by

the Applicant about the needs and desires of the adult inhabitants of the neighborhood and other information. In addition, you will consider comments made during a public hearing.

A decision does not have to be made the same night as the hearing, but it will need to be made within 30 days of closing the hearing.

RECOMMENDED ACTION:

After the public hearing, make a determination on each of the findings and conditions listed below and supplement these findings with any other findings the Authority may want to add.

a. Whether the applicant is qualified to obtain the license and why;

b. Whether there is evidence that the reasonable requirements of the neighborhood establish a need for the issuance of the license and why; and

c. Whether there is evidence that the adult inhabitants of the neighborhood desire that the application be approved and why.

ATTACHMENTS

- Application for a Hotel and Restaurant License
- Preliminary Findings and Report
- Petitions

DR 8404 (07/07/23)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
(303) 205-2300

Colorado Liquor Retail License Application

*** Note that the Division will not accept cash** ☐ Paid by check ☐ Paid online **Uploaded to Movelt on** Date

☐ New License ☒ New-Concurrent ☐ Transfer of Ownership ☐ State Property Only ☐ Master file

- **All answers must be printed in black ink or typewritten**
- **Applicant must check the appropriate box(es)**
- **Applicant should obtain a copy of the Colorado Liquor, Beer and Wine Code:** *SBG.Colorado.gov/Liquor*

1. Applicant is applying as a/an ☐ Individual ☒ Limited Liability Company ☐ Association or Other ☐ Corporation ☐ Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation: PJ Foods, LLC — FEIN Number: 46-5583741

2a. Trade Name of Establishment (DBA): PJ's Diner — State Sales Tax Number: — Business Telephone: 7203048049

3. Address of Premises (specify exact location of premises, include suite/unit numbers): 1619 Coalton Rd

City: Superior — County: Boulder — State: CO — ZIP Code: 80027

4. Mailing Address (Number and Street): 1619 Coalton Rd — City or Town: Superior — State: CO — ZIP Code: 80027

5. Email Address: pamjillbrown@yahoo.com

6. If the premises currently has a liquor or beer license, you must answer the following questions

Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date

Section A — Nonrefundable Application Fees*

- ☐ Application Fee for New License $1,100.00
- ☒ Application Fee for New License w/Concurrent Review $1,200.00
- ☐ Application Fee for Transfer $1,100.00

Section B — Liquor License Fees*

- ☐ Add Optional Premises to H & R ..... $100.00 X _____ Total _____
- ☐ Add Related Facility to Resort Complex $75.00 X _____ Total _____
- ☐ Add Sidewalk Service Area $75.00
- ☐ Arts License (City) $308.75
- ☐ Arts License (County) $308.75
- ☐ Beer and Wine License (City) $351.25
- ☐ Beer and Wine License (County) $436.25
- ☐ Brew Pub License (City) $750.00
- ☐ Brew Pub License (County) $750.00
- ☐ Campus Liquor Complex (City) $500.00
- ☐ Campus Liquor Complex (County) $500.00
- ☐ Campus Liquor Complex (State) $500.00
- ☐ Club License (City) $308.75
- ☐ Club License (County) $308.75
- ☐ Distillery Pub License (City) $750.00
- ☐ Distillery Pub License (County) $750.00
- ☒ Hotel and Restaurant License (City) $500.00
- ☐ Hotel and Restaurant License (County) $500.00
- ☐ Hotel and Restaurant License w/one opt premises (City) $600.00
- ☐ Hotel and Restaurant License w/one opt premises (County) $600.00
- ☐ Liquor–Licensed Drugstore (City) $227.50

Section B (Cont.) — Liquor License Fees*

- ☐ Liquor–Licensed Drugstore (County) $312.50
- ☐ Lodging & Entertainment - L&E (City) $500.00
- ☐ Lodging & Entertainment - L&E (County) $500.00
- ☐ Manager Registration - H & R $30.00
- ☐ Manager Registration - Tavern $30.00
- ☐ Manager Registration - Lodging & Entertainment $30.00
- ☐ Manager Registration - Campus Liquor Complex $30.00
- ☐ Optional Premises License (City) $500.00
- ☐ Optional Premises License (County) $500.00
- ☐ Racetrack License (City) $500.00
- ☐ Racetrack License (County) $500.00
- ☐ Resort Complex License (City) $500.00
- ☐ Resort Complex License (County) $500.00
- ☐ Related Facility - Campus Liquor Complex (City) $160.00
- ☐ Related Facility - Campus Liquor Complex (County) $160.00
- ☐ Related Facility - Campus Liquor Complex (State) $160.00
- ☐ Retail Gaming Tavern License (City) $500.00
- ☐ Retail Gaming Tavern License (County) $500.00
- ☐ Retail Liquor Store License–Additional (City) $227.50
- ☐ Retail Liquor Store License–Additional (County) $312.50
- ☐ Retail Liquor Store (City) $227.50
- ☐ Retail Liquor Store (County) $312.50
- ☐ Tavern License (City) $500.00
- ☐ Tavern License (County) $500.00
- ☐ Vintners Restaurant License (City) $750.00
- ☐ Vintners Restaurant License (County) $750.00

Questions? Visit: *SBG.Colorado.gov/Liquor* **for more information**

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number	Liability Date	License Issued Through (Expiration Date)	Total
			$

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit:** *SBG.Colorado.gov/Liquor* **for more information**

Items submitted, please check all appropriate boxes completed or documents submitted

I. Applicant information
- ☑ A. Applicant/Licensee identified
- ☑ B. State sales tax license number listed or applied for at time of application
- ☑ C. License type or other transaction identified
- ☒ D. Return originals to local authority (additional items may be required by the local licensing authority)
- ☑ E. All sections of the application need to be completed
- ☐ F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application

II. Diagram of the premises
- ☑ A. No larger than 8½" X 11"
- ☐ B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)
- ☐ C. Separate diagram for each floor (if multiple levels)
- ☐ D. Kitchen - identified if Hotel and Restaurant
- ☐ E. Bold/Outlined Licensed Premises

III. Proof of property possession (One Year Needed)
- ☐ A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk
- ☑ B. Lease in the name of the applicant (or) (matching question #2)
- ☐ C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant
- ☐ D. Other agreement if not deed or lease. (matching question #2)

IV. Background information (DR 8404-I) and financial documents
- ☒ A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- ☒ B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State using code 25YQHT with IdentoGO.
  Do not complete fingerprint cards prior to submitting your application.
  The Vendors are as follows:
  IdentoGO – *https://uenroll.identogo.com/* Phone: 844-539-5539 (toll-free)
  Colorado Fingerprinting – *http://www.coloradofingerprinting.com*
  Appointment Scheduling Website: *http://www.coloradofingerprinting.com/cabs/*
  Phone: 720-292-2722 Toll Free: 833-224-2227
  Details about the vendors and fingerprinting in Colorado can be found on CBI's website here:
  https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks
- ☐ C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- ☐ D. List of all notes and loans (Copies to also be attached)

V. Sole proprietor/husband and wife partnership (if applicable)
- ☐ A. Form DR 4679
- ☐ B. Copy of State issued Driver's License or Colorado Identification Card for each applicant

VI. Corporate applicant information (if applicable)
- ☐ A. Certificate of Incorporation
- ☒ B. Certificate of Good Standing
- ☐ C. Certificate of Authorization if foreign corporation (out of state applicants only)

VII. Partnership applicant information (if applicable)
- ☐ A. Partnership Agreement (general or limited).
- ☐ B. Certificate of Good Standing

VIII. Limited Liability Company applicant information (if applicable)
- ☐ A. Copy of articles of organization
- ☑ B. Certificate of Good Standing
- ☐ C. Copy of Operating Agreement (if applicable)
- ☐ D. Certificate of Authority if foreign LLC (out of state applicants only)

IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application
- ☐ A. $30.00 fee
- ☒ B. If owner is managing, no fee required

Name	Type of License	Account Number
PJ Foods LLC	Liquor	

		Yes	No
7.	Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?	☐	☒
8.	Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):		
	a. Been denied an alcohol beverage license?	☐	☒
	b. Had an alcohol beverage license suspended or revoked?	☐	☒
	c. Had interest in another entity that had an alcohol beverage license suspended or revoked?	☐	☒
	If you answered yes to 8a, b or c, explain in detail on a separate sheet.		
9.	Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.	☐	☒
10.	Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?	☐	☒
	Waiver by local ordinance? (or)	☐	☐
	Other: _____		
11.	Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,0000? **NOTE**: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.	☐	☐
12.	Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,0000? **NOTE**: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.	☐	☐
13.	**a.** For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?	☐	☐
	b. Are you a Colorado resident?	☐	☐
14.	Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee.	☐	☒
15.	Does the applicant, as listed on line 2 of this application, **have legal possession of the premises by ownership**, lease or other arrangement?	☒	☐

☐ Ownership ☒ Lease ☐ Other (Explain in Detail) _____

a. If leased, list name of landlord and tenant, and date of expiration, **exactly** as they appear on the lease:

Landlord	Tenant	Expires
J&B Building	PJ's Diner	7/31/28

b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.	☐	☒
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".		

16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.

Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
N/A	N/A	N/A	N/A	
N/A	N/A	N/A	N/A	

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?	☐	☐
Number of additional Optional Premise areas requested. (See license fee chart)		
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.		

Name	Type of License	Account Number
PJ's Diner		

19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:
- **a.** Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? **If "yes" a copy of license must be attached.** ☐ ☐

20. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation** Yes No
- **a.** Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? ☐ ☐
- **b.** Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? ☐ ☐
- **c.** How long has the club been incorporated?
- **d.** Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? ☐ ☐

21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:
- **a.** Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) ☐ ☒

22. Campus Liquor Complex applicants answer the following:
- **a.** Is the applicant an institution of higher education? ☐ ☐
- **b.** Is the applicant a person who contracts with the institution of higher education to provide food services? **If "yes" please provide a copy of the contract with the institution of higher education to provide food services.** ☐ ☐

23. For all on-premises applicants.
- **a.** For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager	First Name of Manager
Brown	Pamela

24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes ☐ No ☒

25. Related Facility - Campus Liquor Complex applicants answer the following: ☐ ☐
- **a.** Is the related facility located within the boundaries of the Campus Liquor Complex?
  If yes, please provide a map of the geographical location within the Campus Liquor Complex.
  If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.
- **b.** Designated Manager for Related Facility- Campus Liquor Complex

Last Name of Manager	First Name of Manager

26. Tax Information. Yes No
- **a.** Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ ☒
- **b.** Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ ☒

27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the applicant. All persons listed below** must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name	Home Address, City & State	DOB	Position	%Owned
Pamela Brown	444 Promenade Dr Superior	4/2/69	Owner	100
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned

Name	Type of License	Account Number
PJs Diner		

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.
** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)
** If total ownership percentage disclosed here does not total 100%, applicant must check this box:
☐ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature	Printed Name and Title	Date
[signature]	Pamela Sidan / Owner	11/1/24

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)
11/1/2024	12/9/2024

For Transfer Applications Only - Is the license being transferred valid? Yes ☐ No ☐

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

☒ Fingerprinted
☐ Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license
(Check One)

☐ Date of inspection or anticipated date _____
☒ Will conduct inspection upon approval of state licensing authority

☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000? Yes ☐ No ☐

☐ Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000? Yes ☐ No ☐

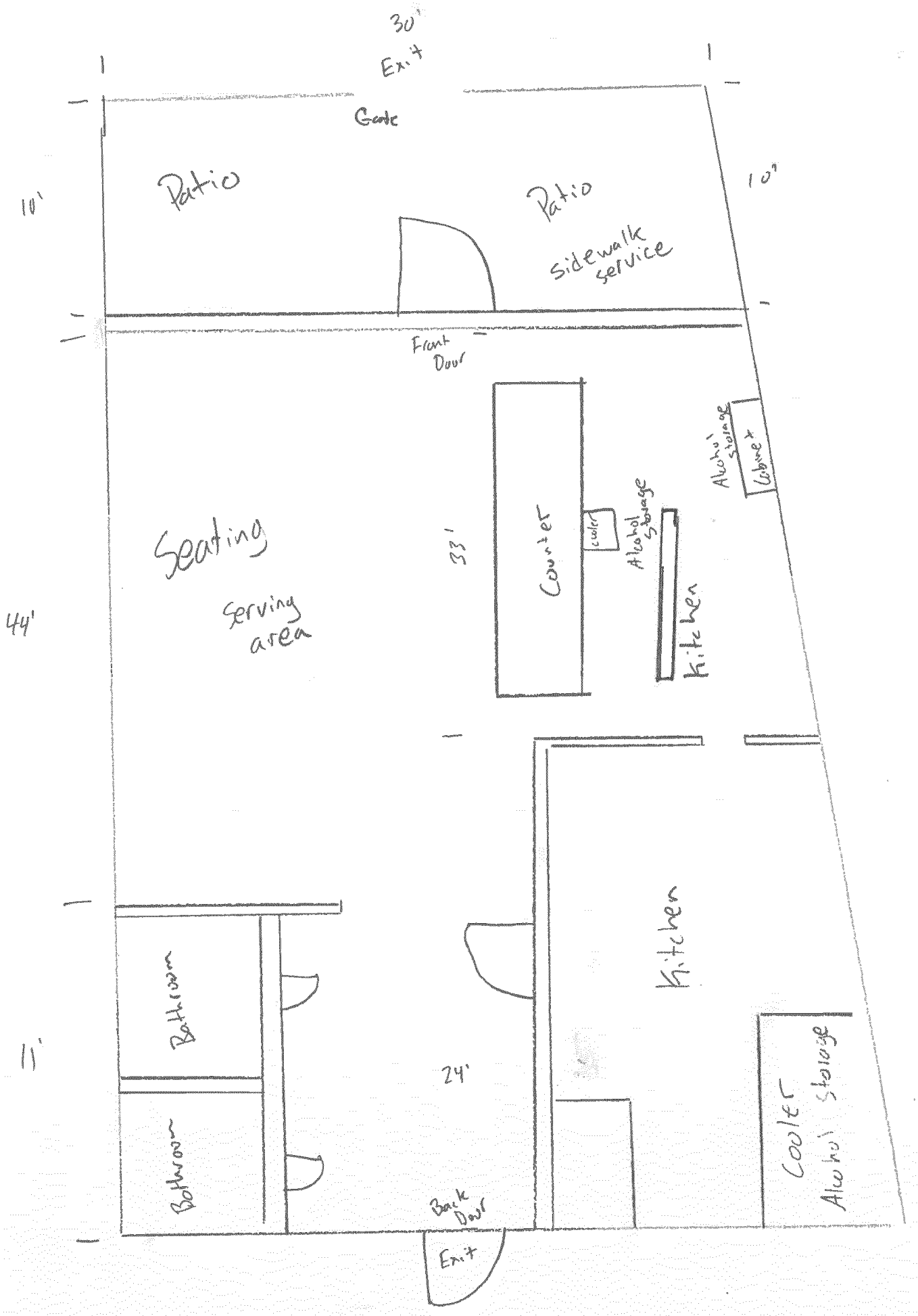
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.

☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period? Yes ☐ No ☐

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for	Telephone Number	
Town of Superior	303-499-3675	☒ Town, City ☐ County

Signature	Print	Title	Date
Signature	Print	Title	Date


30'
Exit
Gate
Patio
Patio
sidewalk service
10'
10'
Front Door
Seating
serving area
44'
33'
Counter
cooler
Alcohol storage
Alcohol storage
Cabinet
kitchen
Bathroom
Bathroom
11'
24'
kitchen
Cooler
Alcohol storage
Back Door
Exit

PRELIMINARY FINDINGS AND REPORT
IN THE MATTER OF:

PJ Foods, LLC. d/b/a PJ's Diner

Application for a new Hotel and Restaurant license has been made by PJ Foods, LLC. dba PJ's Diner for the sale of malt, vinous and spiritous liquors for consumption on the premises of the licensee only at 1619 Coalton Road, Superior, CO 80027.

TO THE APPLICANT HEREIN ABOVE NAMED AND OTHER INTERESTED PARTIES:

You are hereby advised that with regard to your application as above noted the following has been determined.

1. Application was accepted by the Town on November 1, 2024.

2. Notice of public hearing on this matter was posted on the premises on November 19, 2024, and publication was made in the Boulder Daily Camera, a legal newspaper, on Friday, November 22, 2024.

3. There has not been an application denied for these premises within the past two years for the reason that the reasonable requirements of the neighborhood and the desires of the adult inhabitants were satisfied by the existing outlets.

4. A background investigation has been conducted for Pamela Brown, Owner.

5. Notification of the application was provided to the Building Department, Planning Department, and Town Clerk's Office. Zoning was found to be proper for this business operation. A business license application has been received.

6. The premises requesting the Hotel and Restaurant license is not located within 500 feet of a school.

7. A survey was conducted by LiquorPros, on behalf of the applicant as an aid to determine the requirements of the neighborhood and the desires of the adult inhabitants and/or owners or managers of businesses within the neighborhood with respect to the application for a new Hotel and Restaurant License for this licensee. As for all liquor licenses in the Town, the "neighborhood" is defined as the entire Town of Superior according to the corporate boundaries of the Town.

8. The results of the petition circulated on behalf of the applicant will be presented at the public hearing.

9. Within the "neighborhood" surveyed there are:
   5 - Fermented Malt Beverage and Wine
   Target Corporation, dba Target Stores T-1769 - 400 Marshall Road
   APRO LLC, dba My Goods Market – 191 McCaslin Boulevard
   Costco Wholesale Corp, dba Costco Wholesale No.480 at S– 600 Marshall Road

Safeway Store Forty-Six, Inc. dba Safeway Store #1656 – 1601 Coalton Road
WFM-WO INC, dba Whole Foods Market – 303 Marshall Road

2 - Retail Liquor Store

Rock Creek Wine and Spirits DL, INC. dba Rock Creek Wine and Spirits – 1697 Coalton Road
Superior Liquor Market LLC, dba Superior Liquor Market – 100 Superior Plaza Way

7 - Hotel and Restaurant

Asian Cuisine and Vietnamese Noodle House – 1627 Coalton Road
Casa Agave 2 LLC. – 401 Center Drive
CEC Entertainment Inc. dba Chuck E. Cheese's 711 – 305 Marshall Road
Xianfu LLC. dba Misaki at Superior– 402 Marshall Road
Mezchal, LLC dba Tequila Y Mezchal – 1631 Coalton Road
Pharaohs American Grill LLC. – 404 Marshall Rd.
Rock Creek Entertainment, LLC, dba The Eatery – 1 Superior Drive

2 - Beer & Wine

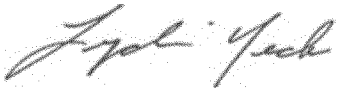
Superior Beer Hall LLC dbaPat's Tap – 1611 Coalton Rd.
Tashmo KO CO dba Serendipity Events – 1500 Coalton Rd.

1 - Brew Pub

Bambei Brewing Company LLC d/b/a Bambei Brewing Company – 100 Superior Plaza Way, Suite 102

A PUBLIC HEARING ON THIS LICENSE APPLICATION WILL BE HELD BY THE SUPERIOR TOWN BOARD ACTING AS THE LOCAL LIQUOR LICENSING AUTHORITY AT A MEETING ON DECEMBER 9, 2024 BEGINNING AT 6:00 P.M. AT SUPERIOR TOWN HALL, 124 E. COAL CREEK DRIVE, SUPERIOR, COLORADO 80027.

Issued on behalf of the Town of Superior Liquor Licensing Authority



Lydia Yecke, Town Clerk

Dated this 3rd day of December, 2024.

CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the foregoing PRELIMINARY FINDINGS was placed in the U.S. mail, first class postage prepaid on December 3, 2024, to the address below AND THE PETITIONS FINAL REPORT, was emailed by Eva Garretson with LiquorPros to the applicant on December 1, 2024.

Pamela Brown
PJ Foods, LLC. d/b/a PJ's Diner
1619 Coalton Road
Superior, CO. 80027

November 26, 2022

RESULTS OF THE LIQUOR LICENSE SURVEY REGARDING: **PJ's Diner**
1619 Coalton Road
Superior, CO 80027

Applicant: PJ's Foods, LLC
Purpose: Application for a NEW Hotel and Restaurant Liquor License

ISSUE: A petition was circulated to determine if the needs of the neighborhood and desires of the inhabitants were or were not being presently met by existing similar alcoholic beverage outlets. Those in favor of PJ's Diner being granted a NEW Hotel and Restaurant Liquor License indicated by checking the "Favor – YES"" column of the signature sheet and those opposed checked the "Oppose - NO" column. The results were as follows:

Favor "YES"		Oppose "NO"		TOTAL SIGNATURES
98%	104	2%	2	106

SURVEY STATISTICS

	Favor "YES"		Oppose "NO"		TOTAL
Business Survey Results	98%	39	2%	1	40
Residential Survey Results	98%	65	2%	1	66

Percentages in this report have been rounded to the nearest whole number.

	BUSINESS	RESIDENTIAL	TOTAL
No Response	14	199	213
Declined to Participate	16	29	45
Not Qualified to Sign	1	6	7
Disqualified	0	0	0
"No" Signatures	1	1	2
"Yes" Signatures	39	65	104
TOTAL CONTACTS & ATTEMPTS	71	300	371

SURVEY STATISTICS

>Number of Businesses and Residents Contacted:	371	Attempts – 213	No Response =	158
>Business Survey Participation Rate:	40	Signatures/ 56	Qualified Contacts =	71%
>Residential Survey Participation Rate:	66	Signatures/ 95	Qualified Contacts =	69%
>Percentage of Residents Home During Survey:	101	Contacts/ 300	Attempts =	34%

REASONS FOR OPPOSITION SIGNATURES		REASONS FOR DECLINING TO PARTICIPATE	
No Reason	1	Not Interested	16
AGAINST ALCOHOL	1	Too Busy	13
Total	**2**	Against Company Policy	9
		Do Not Sign Any Petitions / Surveys	7
		Total	**45**
		NOT QUALIFIED CONTACTS	
		Under 21	4
		Non-Resident	2
		Owner / Manager Unavailable	1
		Total	**7**

Reasons for opposition in **Bold** may be considered as invalid or irrelevant to the needs and desires issue of this survey. If irrelevant or invalid reasons are discounted from the final tally, the results would be:

FAVOR "YES"		OPPOSE "NO"		TOTAL
99%	104	**1%**	1	105

PETITION METHODOLOGY

- Survey Date and Times:

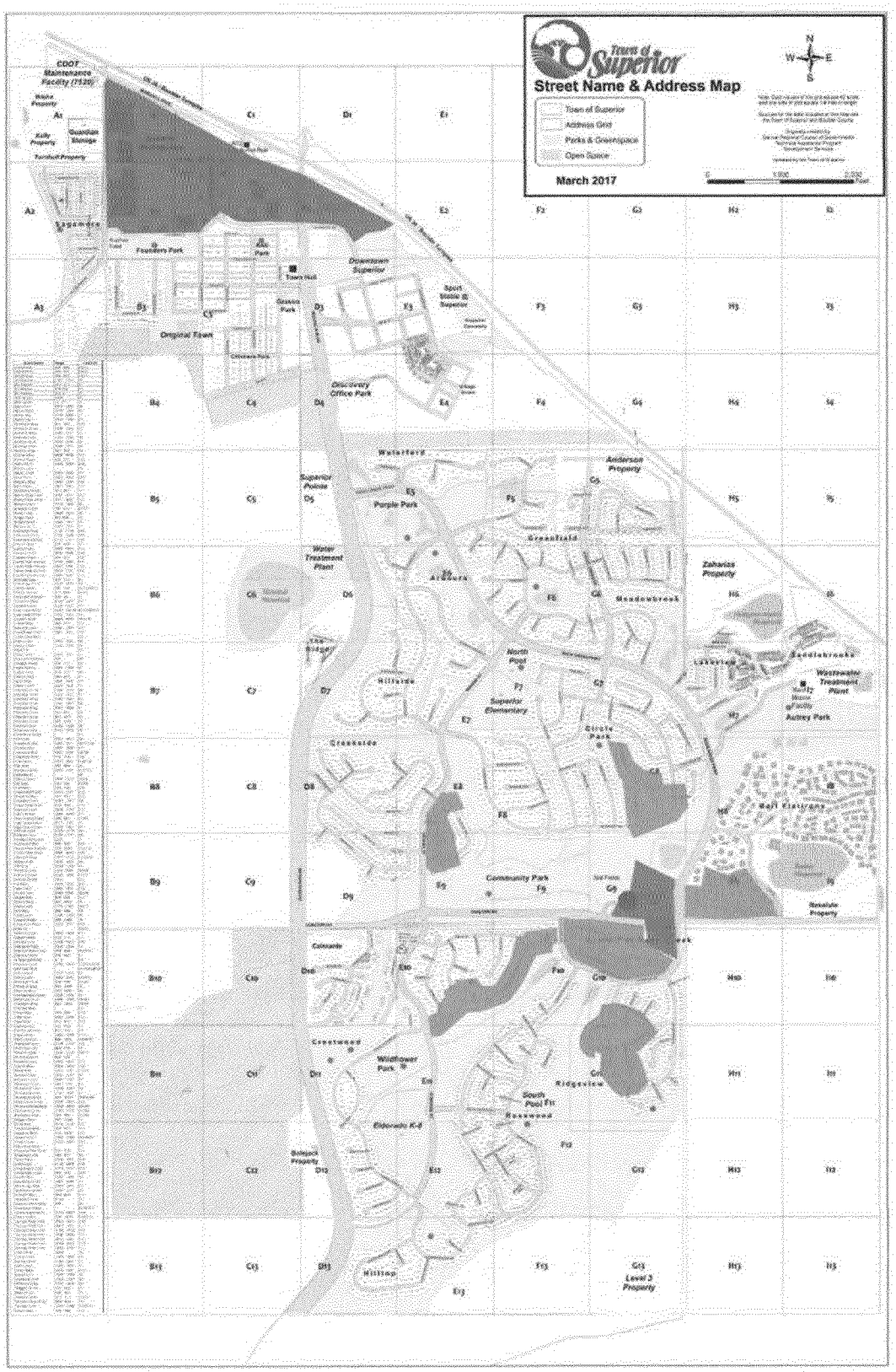
Business & Residential:	Friday	November 22, 2024	9:30 am – 4:30 pm
Residential:	Saturday	November 23, 2024	9:00 am – 3:30 pm

- Survey Area: Circulators started in areas closest to the proposed licensed site and obtained samples throughout the boundary area. Please see attached map.

- Circulators of the Survey: There was one circulator for this survey. Prior to the start of the survey, the circulator was briefed on the type of liquor license application, the areas to be surveyed and reminded to remain unbiased in their approach to residents and businesspeople. The circulator had with them a face sheet with the applicant business name, location and hearing information, instructions, and the petition/survey issue along with signature sheets and a map of the proposed location. The circulators used tally sheets to record all contacts, attempts and reasons for opposition signatures and refusals. Upon conclusion of the survey, the circulator signed a notarized affidavit of circulation. The original survey packets were pre-filed with the Town of Superior Licensing Clerk.

Report prepared and respectfully submitted by,

Eva L. Garretson
Liquor Licensing Professionals, LLC



PJ's Diner
1619 Coalton Road
Superior, CO 80027

APPLICATION FOR A
HOTEL AND RESTAURANT
LIQUOR LICENSE

LiquorPros
LiquorPros@msn.com
719.390.8844
www.LiquorPros.com

SURVEY RESULTS:

BUSINESS AREAS COVERED IN SURVEY

RESIDENTIAL AREAS COVERED IN SURVEY

SURVEY DATE:

NOVEMBER
22 & 23, 2024

BUSINESS PETITION TO THE
TOWN OF SUPERIOR LIQUOR LICENSING AUTHORITY

This petition/opinion survey is being conducted to determine the reasonable requirements, needs and desires of the adult inhabitants of the defined neighborhood per the Colorado Liquor Code, Article 3-5, Title 44, C.R.S. and per the local licensing authority rules/procedures. **If you feel/think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call City Clerk's Office at: 303.499.3675 X105.**

Applicant: PJ's Foods, LLC
d/b/a: **PJ's Diner**
Address: 1619 Coalton Road, Superior, CO 80027
Application for a **NEW HOTEL AND RESTAURANT Liquor License**

A **Public Hearing** on this matter will be held by the Superior Local Licensing Authority on
Monday, December 9th, 2022, at 6:00 pm at the
Superior Town Hall, 124 E. Coal Creek Drive, Superior, CO 80027

INSTRUCTIONS – QUALIFICATIONS FOR SIGNING THIS PETITION

- You are at least 21 years of age.
- You must be a resident or business owner or manager within the designated area. **(Please see attached map).**
- You have not signed another petition concerning the same application.
- You have read or had the opportunity to read the petition in its entirety and understand its meaning.
- Petition circulators must witness all signatures

PETITION ISSUE: If you **FAVOR/SUPPORT** this application because present liquor establishments of this type are insufficient for your present needs and it is your desire this license be issued, sign the petition **FAVOR "YES"**.
If you **OPPOSE /DO NOT SUPPORT** this application because present liquor establishments of this type are sufficient for your needs and it is your desire this license is not issued, please sign the petition **OPPOSED "NO".**

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/Year	Printed Name / Signature	Business Name / Business Address	Age	Favor YES X	Oppose NO X	Reason Circle Owner or Manager	
11/22/2024	Tien Le [signature]	T&C Nails 1639 Coalton Rd Superior, CO 80027	65	X		Owner Manager	1
11/22 24	Justen Stauffer [signature]	Stauffer team 1391 Coalton Rd B	48	X		Owner Manager	2
11/22/24	[signature] Eileen McCarty	1691 Coalton Rd B Flat Irons Family Dental	52	X		Owner Manager	3
11/22/24	NICK GILBREATH [signature]	SUP TOWN CROSSFIT 1609 COALTON RD	41	X		Owner Manager	4
11/22 24	[signature] Diane Burns	Boss Lady Pizza 1613 Coalton Rd	61	X		Owner Manager	5

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

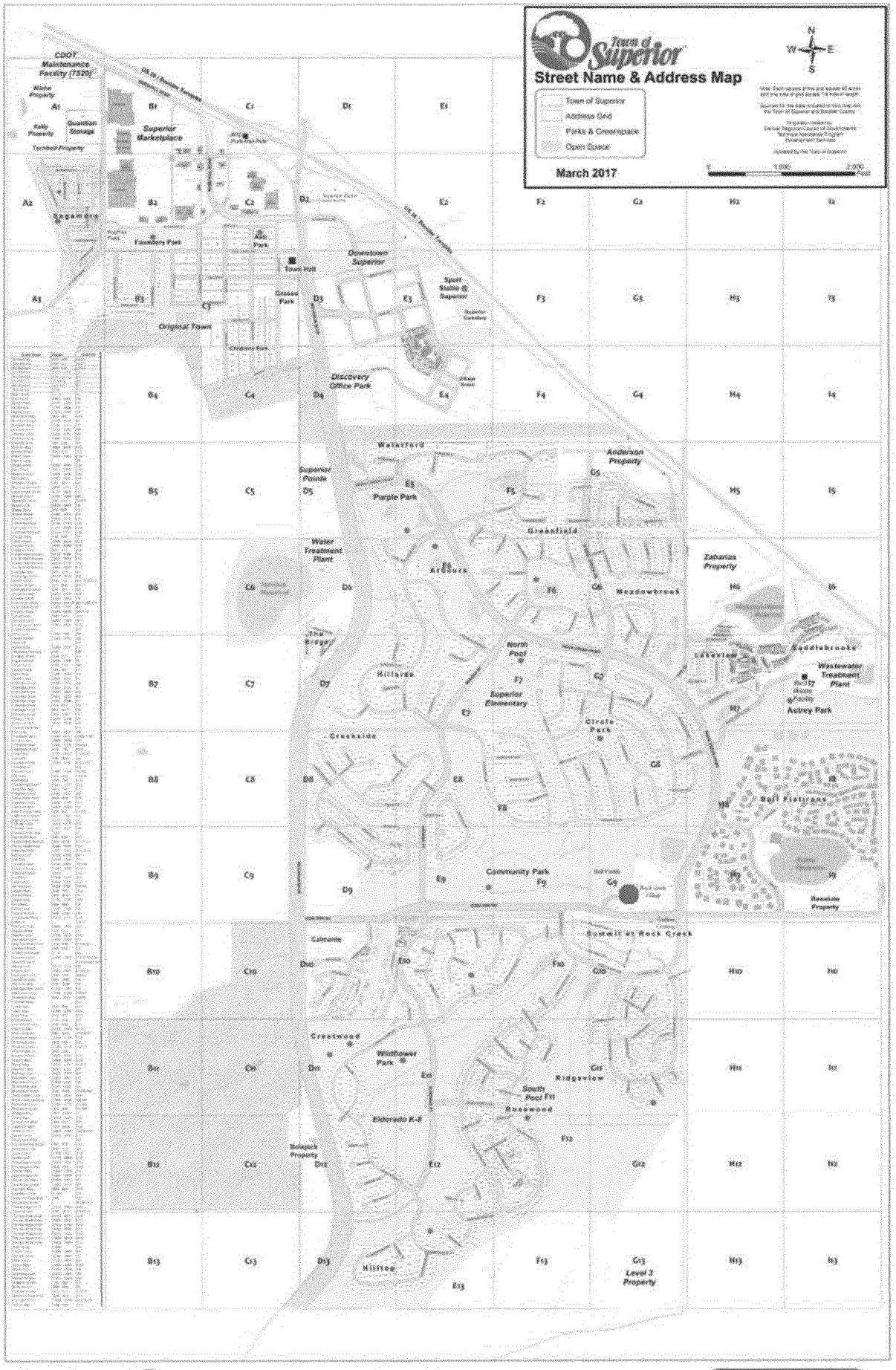
Today's Date w/Year	Printed Name / Signature	Business Name / Business Address	Age	Favor YES X	Oppose NO X	Reason Circle Owner or Manager
11/22/24	[signature] Jeff Wanamaker	Tuft Love 1615 Coalton rd 80027	45	X		No impact to us — Owner / Manager
11/20/24	Sherry Salin [signature]	Great Clips 1623 E Coalton Rd	53	X		Owner / Manager
11.22.24	Jimmy Siu [signature]	ASIAN CUISINE 1627 COALTON RD.	46	X		Owner / Manager
11/22/24	Maribel Orejel [signature]	Maribel MO Tequila y Mezcal 1631 Coalton Rd Superior, Co. 80027	43	X		Owner / Manager
11/22/24	Chrissy Keller [signature]	Sunshine Animal Hospital 2800 Rock Creek Circle Suite B	40	X		Owner / Manager
11/22/24	Amanda Sargent [signature]	Starbucks 2800 rock creek circle A	34	X		Owner / Manager
11/22/24	Sean Bambei [signature]	Bambei Brewing 100 Superior Plaza Way #102	54	X		Owner / Manager
11/22/24	Joey Yoder [signature]	CURATED 100 Superior Plaza Way #101 Superior Co	53	X		Owner / Manager
11/22/24	Nancy Appenzelle [signature]	100 Superior Plaza Way #50 ED Jones Investments	63	X		Owner / Manager
11/22/24	Kathleen Sugan [signature]	100 Superior Plaza Way Superindiquor Sta 100	58	X		Owner / Manager
11.22.24	Brian Ashmore [signature]	Brake Plus 90 McCaslin Blvd	62	X		Owner / Manager
11/22/24	Darshan Patel [signature]	Synapse Pt 100 McCaslin Blvd Unit 107	31	X		Owner / Manager
11/22/24	Liam Hayden [signature]	Fire House Subs 100 McCaslin Blvd #103	23	X		Owner / Manager

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/Year	Printed Name / Signature	Business Name / Business Address	Age	Favor YES X	Oppose NO X	Reason Circle Owner or Manager	
11.22 24	Nicole Carey / [signature]	Starbucks / Ste 101 Superior, CO 100 McCaslin Blvd 80027	27	X		Owner Manager	1
11-22-24	Angelo Aten / [signature]	Crumbl / 302 Center Dr B	34	X		Owner Manager	2
11/22 24	Charles Jackso / [signature]	Panera Bread / 302 Center Dr A	53		X	Owner Manager	3
11/22 24	Kellyn Wells / [signature]	August Collective / 300A Center DR 101	39	✓		Owner Manager	4
11/22/24	Trish Lam / [signature]	300 Center Dr F / Envie Nails + Spa	35	✓		Owner Manager	5
11/22/24	Roshan Shah / [signature]	UPS Store / 300 Center E DR	36	✓		Owner Manager	6
11/22/24	Grey Walburn / [signature]	300 Center Dr J / Mattress Firm	55	X		Owner Manager	7
11/22	Mitchell Joslin / Mitchell Joslin	STI OCKEY ~~MATCH~~ JOSLIN MJ / 301-A MARSHALL RD Superior Co 80027	67	X		Owner Manager	8
11-22 24	Everardo Carrillo / [signature]	Chuckly Cheese / 305 Marshall Rd	30	✓		Owner Manager	9
11/22 24	Stephen Leeds / [signature]	CBArt Studios / 406 Center Dr. C	69	✓		Owner Manager	10
11/22 24	Callie Frey / Callie Frey	406 Center Dr. B / FMDC	35	✓		Owner Manager	11
11 22 24	RACHEL ANDERSON / [signature]	406 CENTER DR G / LITTLE PRINCESS SPA	63	X		Owner Manager	12
11/22/24	Deborah A. Pollard / [signature]	RH Outlet / 410 Center Dr. 8	50	X		Owner Manager	13

Please sign your name only; First Name, Middle Initial, Last Name. Businesses: List Business Name & Address

Today's Date w/Year	Printed Name / Signature	Business Name / Business Address	Age	Favor YES X	Oppose NO X	Reason Circle Owner or Manager
11/22/24	TAMMY LE / [signature]	Deluxe Nails / 502 Center Dr F	50	X		Owner Manager
11/22/24	Nicole West / [signature]	Superior Co / Superior Baby Care 502 Center Dr. Suite G Superior, Co 80027	41	X		Owner Manager
11/22/24	Brooke Lee / [signature]	Facial Aesthetics / 602 Center Drive Ste E	33	X		Owner Manager
11/22/24	Patrick Sorensen / [signature]	~~[illegible]~~ TJ Maxx / 510 Marshall Rd	60	—		Owner Manager
11/22/24	[signature] / Gracie Williford	530 Marshall Rd / Vita Beauty	23	X		Owner Manager
11/22/24	Alejandra Guzman / [signature]	Casa Agave / 401 Center Dr	53	X		Owner Manager
11/22/24	Ben Kerber / [signature]	Panda Express / 301 Center Dr	30	X		Owner Manager
11/22/24	JESSICA LUDWIG / [signature]	386 CENTER DR / MY KIDS DENTIST	27	X		Owner Manager
11/22 2024	HUGH DO / [signature]	KRAK BOBA / 2245 Main st Superior, 80027	51	X		Owner Manager
						Owner Manager
						Owner Manager
						Owner Manager
						Owner Manager



PJ's Diner
1619 Coalton Road
Superior, CO 80027

APPLICATION FOR A
HOTEL AND RESTAURANT
LIQUOR LICENSE

LiquorPros
LiquorPros@msn.com
719.390.8844
www.LiquorPros.com

~ AFFIDAVIT OF CIRCULATION ~

I, Kimberley M Bobo, being of legal age (21 years or older), do hereby state that I was the circulator of said petition and further state that

- I personally witnessed each signature appearing on said petition
- each signature thereon is the signature of the person whose name it purports to be
- the address given opposite that person's signature is the true address of the person signing
- every person who signed represented himself or herself.
- every person who signed represented themselves to be 21 years of age or older.
- the petition signer read or had the opportunity to read the statement appearing on the signature sheet and understood the nature of the petition.

I also hereby swear and affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition, and that every signature appearing hereon was completely free and voluntarily given.

Kimberly M Bobo
Signature of Circulator

State of Colorado)
) ss.
County of El Paso)

Subscribed and sworn to before me this 26th day of November, 2024.

EVA GARRETSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024024959
MY COMMISSION EXPIRES DECEMBER 05, 2027

Notary Public

My Commission expires: December 5, 2027

RESIDENTIAL PETITION TO THE TOWN OF SUPERIOR LIQUOR LICENSING AUTHORITY

This petition/opinion survey is being conducted to determine the reasonable requirements, needs and desires of the adult inhabitants of the defined neighborhood per the Colorado Liquor Code, Article 3-5, Title 44, C.R.S. and per the local licensing authority rules/procedures. **If you feel/think you have been unduly influenced by the petition circulator or have questions or comments concerning the proposed application or survey method, please call City Clerk's Office at: 303.499.3675 X105.**

Applicant: PJ's Foods, LLC
d/b/a: **PJ's Diner**
Address: 1619 Coalton Road, Superior, CO 80027
Application for a **NEW HOTEL AND RESTAURANT Liquor License**

A **Public Hearing** on this matter will be held by the Superior Local Licensing Authority on
Monday, December 9th, 2022, at 6:00 pm at the
Superior Town Hall, 124 E. Coal Creek Drive, Superior, CO 80027

INSTRUCTIONS – QUALIFICATIONS FOR SIGNING THIS PETITION

- You are at least 21 years of age.
- You must be a resident or business owner or manager within the designated area. **(Please see attached map).**
- You have not signed another petition concerning the same application.
- You have read or had the opportunity to read the petition in its entirety and understand its meaning.
- Petition circulators must witness all signatures

PETITION ISSUE: If you **FAVOR/SUPPORT** this application because present liquor establishments of this type are insufficient for your present needs and it is your desire this license be issued, sign the petition **FAVOR "YES"**.
If you **OPPOSE /DO NOT SUPPORT** this application because present liquor establishments of this type are sufficient for your needs and it is your desire this license is not issued, please sign the petition **OPPOSED "NO".**

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name / Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason	
11/22/24	Nicole Weiss	2855 Rock Creek Cir #155 Superior, CO 80027	43	X			1
11/22/24	Adam Decicks	2855 Rock Creek cir #126 Superior Co 80027	25	X			2
11/22/24	Amy Carter	2855 Rock Creek cir #136 Superior CO 80027	27	X			3
11/22/24	Shawn P. Nowlan	2855 Rock Circle #145 Superior CO	55	X			4
11/02/24	Diane Lawrence	2855 Rock Cr Cir #126	74	X			5

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name / Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
11/23/2024	FANG JIANG [signature]	2855 ROCK CREEK CIR APT 148	37	X		
11/22/24	BRAD CHILD [signature]	2855 Rock Crk Cir #317	51	X		
11/22/24	Amie Taft [signature]	2855 Rock Creek 318 Cir	29	X		
11/22/2024	Carmen Marcano [signature]	2855 Rockcreek 249 Cir	68	X		
11/22/24	Madeline Lie [signature]	2855 Rock Creek Cir #267	47	X		
11/22/24	DARCIE Morgan [signature]	3117 W. Yarrow Cir Superior Co [illegible]	49	Y		
11/22/24	Jared Marini [signature]	3127 W. Yarrow Cir Superior Co.	44	X		
11/22/24	Steve Schultz (Steven Schultz) [signature]	3137 W. Yarrow Cir	37	X		
11/22/24	Anthony Zhang [signature]	3262 W Yarrow Cir	23	X		
11/22/24	Bryan Tourey [signature]	3162 W Yarrow Cir	39	X		
11/22/24	Osi Ogbuji [signature]	1307 Hyacinth Way	24	X		it's cool
11/22/24	Loki Ogbuji [signature]	1307 Hyacinth Way	53	X		
11/22/24	Jide Ogbuji [signature]	1307 Hyacinth Way	22	X		sure why not

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name / Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
11/22/24	DANIEL MAHONEY [signature]	1422 Hyacinth Way Superior 80027	47	X		
11/22/24	[signature] Laura Burgos	1462 Hyacinth Way Superior CO 80027	36	X		
11/22/24	Robert Martin [signature]	1502 Hyacinth Way Superior CO 80027	47	X		
11/22/24	[signature] JAMES R. KIEFER	1467 HYACINTH WY SUPERIOR CO 80027	80	X		
11/22/24	CHRISTINE KIEFER [signature]	1467 Hyacinth Way Superior	75	X		
11/22/24	PATRICIA MORRIS [signature]	1437 Hyacinth Way Superior, CO 80027	63	X		
11/22/24	Peter H Mares [signature]	1437 Hyacinth Way Superior, CO 80027	70	X		
11/22/24	ROGER HASSE [signature]	3042 W. YARROW CTR SUPERIOR, CO 80027	60	X		
11/23/24	MATTHEW GRUCHOW [signature]	2600 S. ROCK CREEK PKWY #8-101 SUPERIOR, CO. 80027	46	X		
11.23.24	Nick Deser [signature]	2600 S Rock Creek Apt 7-104 Pkwy	43	X		
11/23/24	Nick Dondey [signature]	2600 S Rock Creek Pkwy Apt 7-203	30	X		
11/23/24	Gabrielle Young [signature]	2600 S Rock Creek Pkwy Apt 7-203	29	X		
11/23/24	Paison Lewis Paison Lewis	2600 S Rock Creek Pkwy Apt 7-204	21	X		

Please sign your name only: First Name, Middle Initial, Last Name.

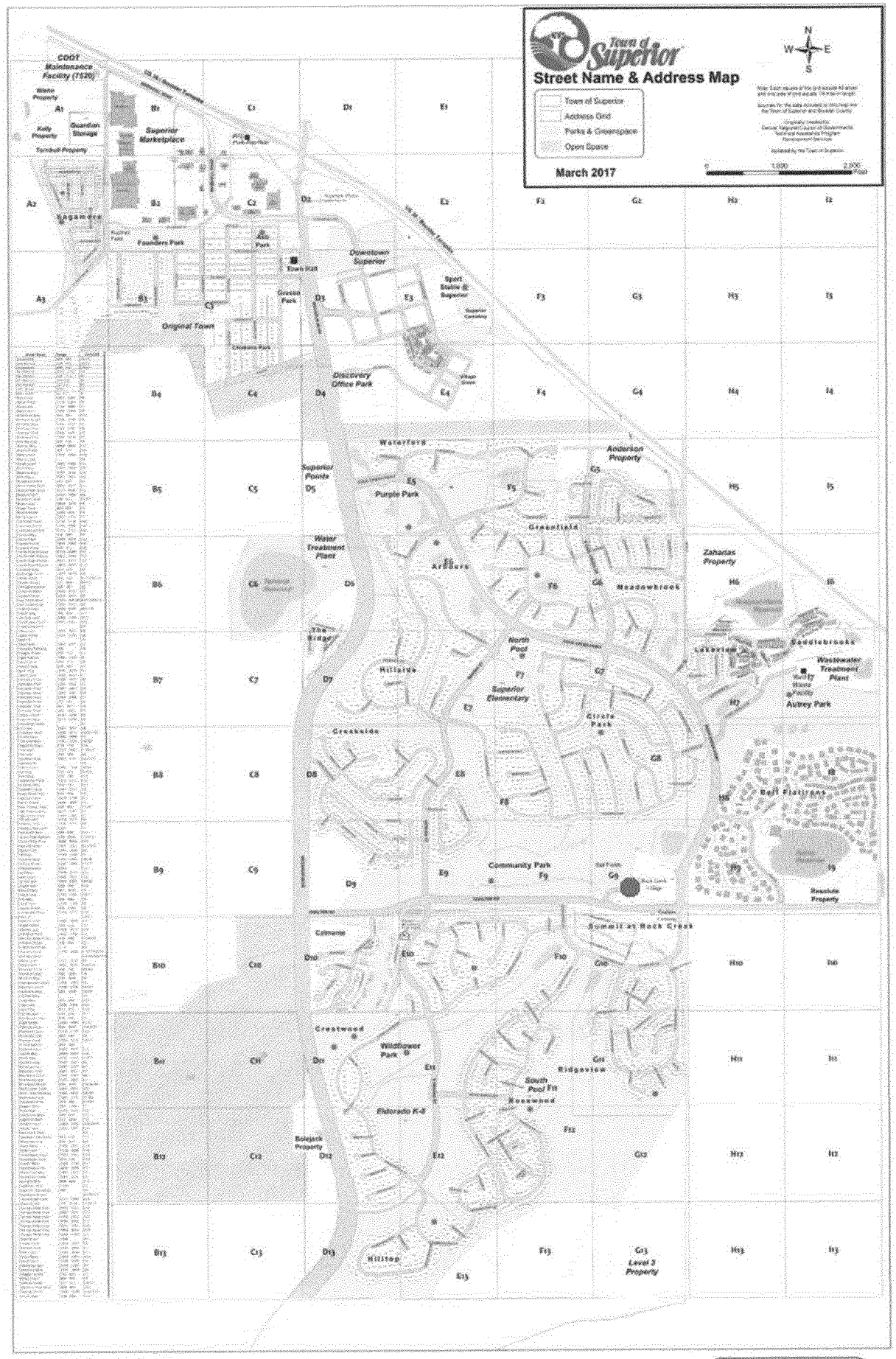
Today's Date w/Year	Printed Name / Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason	
11/23/24	Courtney Roberts	2600 S Rock Creek Pkwy, Apt 08-102	29	X			1
11/23/24	Tim Sutton	2600 S Rock Creek PKWY 9-102	58	X			2
11/23/24	Casey Gray	2600 S ROCK CREEK PKWY 10-304	37	✓			3
11/23/24	JAROD CONCHA	2600 S ROCK CREEK PKWY 10-204	27	✓			4
11-23-24	Shreyasi Mandal	2600 S Rock Creek Pkwy - 10-204	30	✓			5
11/23/24	Nia Treadwell	2600 S ROCK Creek Pkwy 10-301	31	X			6
11.23.2024	Rachel Ciere	APT 2-103 2600 ROCK CREEK PKWY	29	X			7
11-23-2024	Pat Sitora	2247 Grayden CT	65	X			8
11-23-2024	Lauren Frontiera	2217 Grayden Ct.	34	X			9
11-23-2024	Josh Frontiera	2217 Grayden CT	35	X			10
11-23-2024	John Cunningham	2167 Grayden Ct Superior, CO	57	X			11
11-23-24	Amanda Stephens	2027 Grayden Ct Superior CO 80027	39	X			12
11/23-24	Robert Stephens	2027 Grayden Ct Superior, CO 80027	41	X			13

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name / Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason
11/23/24	Stuart Hansman / Stuart [signature]	1987 Grayden Ct	70	X		
11/23/24	Mark Kidl / [signature]	2102 Grayden Ct Superior, CO 80027	66	X		
11/23/24	Shawn Ettingoff / [signature]	2132 Grayden Ct Superior, CO	70	X		
11/23/24	Steve Tan / [signature]	2182 Grayden Ct Superior, CO	44	X		
11/23/24	John Cevaal / [signature]	1522 Eldorado Dr Superior CO	64	X		
11/23/24	[signature] Jun Feng Han / [signature]	1512 Eldorado Dr. Superior, CO	53	X		
11/23/24	Scott Brendecke / [signature]	1502 Eldorado Dr Superior, CO	62	X		
11/23/24	Joanna Pozzi / [signature]	2280 Clayton Cir Superior, CO	34	X		
11/23/24	Eric Pozzi / [signature]	2280 Clayton Cir Superior, CO	35	X		
11/23/24	Julie Craig / Julie Craig	2610 Clayton Cir	42		X	Don't like alcohol
11/23/24	[signature] / [signature]	2605 Clayton Cir	53	X		
11/23/24	Rick Gaisser / [signature]	2645 Clayton Cir	63	X		
11/23/24	Dani Guanella / Dani Guanella	2655 Clayton Circle	51	X		

Please sign your name only; First Name, Middle Initial, Last Name.

Today's Date w/Year	Printed Name / Signature	Street Address	Age	Favor YES X	Oppose NO X	Reason	
11/23 24	Ryan Schwartz Ryan Schwartz	2225 Clayton Cir	40	✓		—	1
11/23/24	Regina Muhlberg Regina Muhlberg	2285 Clayton Cir	68	✓		—	2
11/23/24	Neal Muhlberg Neal Muhlberg	2285 Clayton Cir	76	✓		—	3
11/23/24	Erik Krueger	2817 N. Torreys Pr	38	✓			4
11/23 2024	Carole Weisheit Carole Weisheit	2837 North Torreys Peak Dr	77	✓			5
11/23 24	Allen Weisheit Allen Weisheit	2837 N Torreys Peak Dr	77	—			6
11/23/24	David Portman Jill Egger	2852 N Torreys Peak Dr	64	✓		—	7
11/24 24	Leslie Portman Leslie Portman	2852 N Torreys Peak Superior	66	✓			8
11-23 24	Judi Egger Judi Egger	2842 N. Torreys Peak. Dr. Superior	76	✓			9
							10
							11
							12
							13



PJ's Diner
1619 Coalton Road
Superior, CO 80027

APPLICATION FOR A
HOTEL AND RESTAURANT
LIQUOR LICENSE

LiquorPros
LiquorPros@msn.com
719.390.8844
www.LiquorPros.com

~ AFFIDAVIT OF CIRCULATION ~

I, Kimberley M Bobo, being of legal age (21 years or older),

do hereby state that I was the circulator of said petition and further state that

- I personally witnessed each signature appearing on said petition
- each signature thereon is the signature of the person whose name it purports to be
- the address given opposite that person's signature is the true address of the person signing
- every person who signed represented himself or herself.
- every person who signed represented themselves to be 21 years of age or older.
- the petition signer read or had the opportunity to read the statement appearing on the signature sheet and understood the nature of the petition.

I also hereby swear and affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition, and that every signature appearing hereon was completely free and voluntarily given.

Kimberley M Bobo
Signature of Circulator

State of Colorado)
) ss.
County of EL PASO)

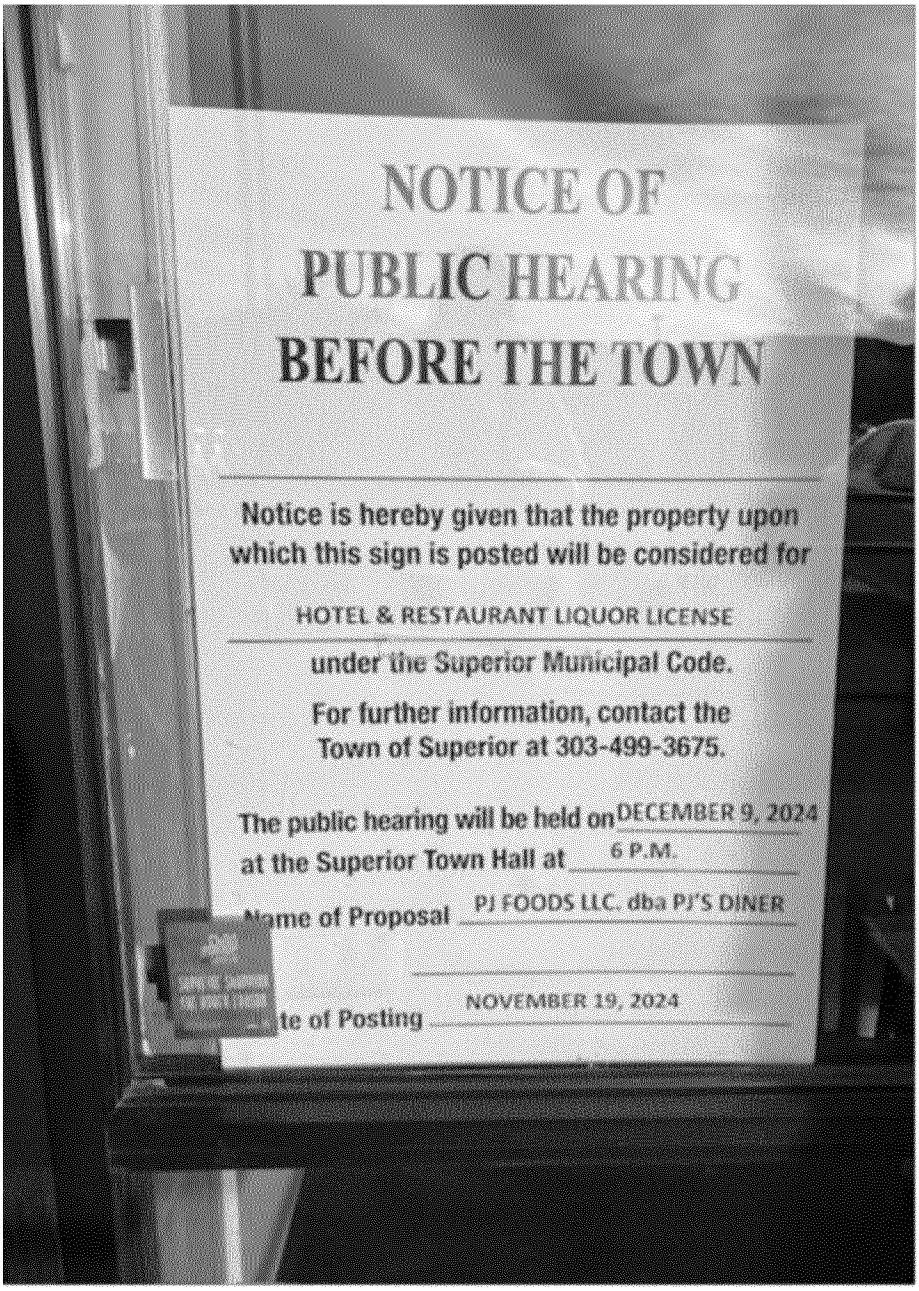
Subscribed and sworn to before me this 26th day of November, 2024.

EVA GARRETSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024024959
MY COMMISSION EXPIRES DECEMBER 05, 2027

Notary Public

My Commission expires: DECEMBER 5, 2027

PH Notice – PJ Foods, LLC dba PJ's Diner



ITEM NO. 8

INFORMATION FOR MEETING
OF THE SUPERIOR BOARD OF TRUSTEES

AGENDA ITEM NAME:	**Agreement Renewal with Vargas Property Services, Inc. for Landscape, Flowers and Snow Removal Services**
MEETING DATE:	**December 9, 2024**
PRESENTED BY:	**Leslie Clark, PROS Director** **Matt Rarick, Superintendent of Parks and Open Space** **Elena Vargas, Vargas Property Services**
PRESENTED FOR:	**Action**

BACKGROUND:
The Town contracts annually with firms that provide specialized professional and maintenance services not available through current staffing resources. This format of service delivery has been a foundational element of the Town's organizational structure, and allows the Town to provide an elevated level of service with a minimal number of permanent staff members and equipment inventory.

The Town has engaged contractors to provide maintenance of turf and natural grass areas, trees, annuals, perennials and shrub beds, irrigation systems, snow removal, refuse/compost/recycling collection and other property maintenance services since assuming this responsibility upon the dissolution of Superior Metropolitan Districts 2 & 3. The Town is responsible for over 1,040 acres of park and open space areas and facilities, and approximately 40 miles of hard-surface and soft-surface trails. Over recent years, staff updated the scope of services to incorporate evolving service needs as the Town's facilities and plant material age, and facilities are added or renovated. The item for consideration this evening is renewing the agreement with Vargas Property Services, Inc. for 2025 to provide comprehensive landscape, flower and snow removal services for the Town.

The scope for this year's contract includes a detailed breakdown of maintenance services and frequencies in each of the areas maintained by the Town, unit prices for various labor and materials, detailed pricing for different types of plant material, and maps depicting locations of trails, types of plant material, snow routes, irrigation and other spatial information to help capture the service requirements for this contract. Staff reviewed the scope of service for this year with Vargas and adjusted the scope of services to match the growing needs of the Town. Adjustments in 2025 include additional Town properties, facilities and right-of-way areas in Downtown Superior, Lanterns, Original Town and Sagamore. The 2025 agreement also includes a schedule for wildfire mitigation mowing. Following the Marshall Fire in 2020, the Town increased mowing, trimming in open space areas, along trails and residential buffer areas. After assessing the quality of services provided by Vargas Property Services this year and negotiating modifications for next year, staff recommends the renewal of this agreement for 2025.

The Sustainability goals for landscape services in Superior's agreement are ambitious, with equipment electrification targets of 25% in 2022, 50% in 2023 and 75% in 2024. The vendor approached these goals by securing mowing and hand-held electric equipment for use in Superior. They have also attended workshops and other educational opportunities to follow industry best practices and learn from their peers. However, the successful operation of the electric equipment fell short of the targets and despite many hours of electric equipment use, the vendor reports a lower rate of actual percentage use of electric equipment than the contract goals. The use of electric equipment is still evolving in the industry and is improving every year. Vargas is committed to replacing the two larger electric mowers assigned to the Superior fleet, which will be a significant investment, as well as meeting the standard for 100% electric for all hand-held equipment as required by Regulation 29 of the Colorado Air Quality Control Commission. Regulation 29 establishes restrictions on the use of small hand-held lawn and garden equipment between June 1 and August 31, when Colorado typically sees higher ozone pollution levels. Vargas is committed to using and expanding the electric powered "green" equipment they have whenever possible and will retain their gas-powered fleet to ensure they can meet the quality standards set forth in this agreement. Vargas also plans to apply for grants in 2025 to help cover some of the investment costs required to continue to invest in cutting-edge electrified commercial landscaping equipment.

2024 % Usage - Gas v Electric		
of total hours of use of a particular type of equipment, what percent of the time is gas-powered vs electric-powered – April - July		
	Gas-powered	**Electric-powered**
Blower	33%	67%
Trimmer	38%	62%
Hedger	20%	80%
Edger	50%	50%
Handheld equipment only	**36%**	**64%**
All equipment and machinery	**55%**	**45%**

The annual contract amount for 2024 was $1,552,255 and $116,653 for flower. Time and material costs are provided by the hour for snow removal and other unscheduled work such as irrigation repair. The proposed contract amount for 2025 is $1,665,093 for landscape maintenance and $128,743 for flowers. Time and material costs have been updated. This agreement reflects a 3% increase overall for landscape, flower and snow removal services plus an additional $47,698 for Big Sagamore, Little Sagamore and Children's Parks and $18,268 for additional Town property being accepted as part of the Lanterns development.

2025 PAYMENT SCHEDULE LANDSCAPE MAINTENANCE

MONTH	%	CLASS 1	CLASS 2	CLASS 3	CLASS 5	OPEN SPACE	Total
JANUARY	8.3%	$81,010.57	$31,345.66	$3,027.63	$11,223.14	$11,595.74	$138,202.75
FEBRUARY	8.3%	$81,010.57	$31,345.66	$3,027.63	$11,223.14	$11,595.74	$138,202.75
MARCH	8.3%	$81,010.57	$31,345.66	$3,027.63	$11,223.14	$11,595.74	$138,202.75
APRIL	8.3%	$81,010.57	$31,345.66	$3,027.63	$11,223.14	$11,595.74	$138,202.75
MAY	8.3%	$81,010.57	$31,345.66	$3,027.63	$11,223.14	$11,595.74	$138,202.75
JUNE	8.4%	$81,986.60	$31,723.32	$3,064.11	$11,358.36	$11,735.45	$139,867.84
JULY	8.4%	$81,986.60	$31,723.32	$3,064.11	$11,358.36	$11,735.45	$139,867.84
AUGUST	8.4%	$81,986.60	$31,723.32	$3,064.11	$11,358.36	$11,735.45	$139,867.84
SEPTEMBER	8.4%	$81,986.60	$31,723.32	$3,064.11	$11,358.36	$11,735.45	$139,867.84
OCTOBER	8.3%	$81,010.57	$31,345.66	$3,027.63	$11,223.14	$11,595.74	$138,202.75
NOVEMBER	8.3%	$81,010.57	$31,345.66	$3,027.63	$11,223.14	$11,595.74	$138,202.75
DECEMBER	8.3%	$81,010.57	$31,345.66	$3,027.63	$11,223.14	$11,595.74	$138,202.75
TOTAL	100%	$976,030.97	$377,658.56	$36,477.44	$135,218.59	$139,707.77	
TOTAL ACROSS ALL CLASSES:						**$1,665,093.34**	

BUDGET IMPLICATIONS:

The 2025 Budget includes sufficient funding for this service.

MOTION:

Move to adopt a Resolution approving an agreement with Vargas Property Services for landscape, flower and snow removal services.

ATTACHEMENTS

- Resolution
- Agreement
- Vargas Property Services Electric Equipment Usage
- Landscape Maps

TOWN OF SUPERIOR
RESOLUTION NO. R-63
SERIES 2024

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR APPROVING THE AGREEMENT WITH VARGAS PROPERTY SERVICES, INC., TO PROVIDE LANDSCAPING SERVICES

WHEREAS, the Town requires landscaping services; and

WHEREAS, the Town desires to enter into an agreement with Vargas Property Services, Inc., to provide those landscaping services (the "Agreement").

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

Section 1. The Agreement between the Town and Vargas Property Services, Inc., is hereby approved in substantially the same form as attached hereto, subject to final approval by the Town Attorney.

ADOPTED this 9th day of December, 2024.

_____
Mark Lacis, Mayor

ATTEST:

_____
Lydia Yecke, Town Clerk

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (the "Agreement") is made and entered into this _____ day of _____, 2024 (the "Effective Date"), by and between the Town of Superior, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, CO 80027 (the "Town"), and Vargas Property Services, Inc., an independent contractor with a principal place of business at 270 Interlocken Boulevard, Broomfield, CO 80021 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required services.

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

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor $1,665,093.34. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. The Town shall pay Contractor in monthly installments as work is completed. Contractor shall

submit monthly invoices in a format approved by the Town, and every invoice shall include locations of work performed (street names, park names, irrigation clock number, etc.).

IV. RESPONSIBILITY

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

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

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

V. OWNERSHIP

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

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

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

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

2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

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

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

VIII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent

of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

IX. MISCELLANEOUS

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

B. *No Waiver*. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any other terms or obligations of this Agreement.

C. *Integration*. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. *Third Parties*. There are no intended third-party beneficiaries to this Agreement.

E. *Notice*. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

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

G. *Modification*. This Agreement may only be modified upon written agreement of the Parties.

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

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

J. *Rights and Remedies*. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

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

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

TOWN OF SUPERIOR, COLORADO

_____
Mark Lacis, Mayor

ATTEST:

_____
Lydia Yecke, Town Clerk

CONTRACTOR

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

My commission expires:

(S E A L)

_____
Notary Public

EXHIBIT A
SCOPE OF SERVICES

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

Reporting, Monitoring and Notification

Contractor shall maintain all Class areas to the following minimums:

- Scheduled Chemical Applications
  - Written notification to the Town shall occur one week prior to chemical applications, 30-34 times per year and include location, product and performance date.
  - Reporting of completed spray work and record of undiluted chemical usage shall be included in Contractor's weekly report.
- Irrigation System
  - Weekly monitoring and weekly written report shall be provided April 15 – October 15 (26 times), including observations and adjustment recommendations.
  - Written report shall specify irrigation areas checked and problems found throughout the week.
  - Notification and prior approval shall be submitted to Town addressing any extensive irrigation repairs required over $500.
  - Irrigation repairs shall be billed on a Time & Material basis according to Unit Prices. Billing shall identify materials utilized from list, class, clock and zone numbers.
  - Irrigation system programming needs shall be provided by Contractor to the Town so adjustments can be made in the centralized system.
  - The Town shall be responsible to make all adjustments in the system.
- Plant Moisture Monitoring
  - Irrigation and water requirements for all plants including trees shall be monitored weekly from April 15 – October 15 (26 times).
  - Tree winter irrigation and water requirements shall be monitored bi-weekly from October 16 – April 14 (13 times) to determine moisture levels and shall be billed on a Time & Materials basis.
- Storm, Accident, Graffiti and Vandalism
  - Landscaping materials which become damaged or displaced because of rain, windstorms, or vehicular traffic accidents shall be reported and corrected as directed by the Town. Contractor shall immediately inspect the work areas for safety considerations following heavy storms for damaged or displaced landscape materials.
  - Contractor shall notify the Town of all visible graffiti and vandalism on the same day as discovered for further investigation.

- Upon observing any storm damage, accident, graffiti and vandalism or displacement that affects public safety or typical landscape aesthetics or amenities, Contractor shall immediately notify the Town, and document the occurrence in the weekly report.

- Turf Care
  - Regulation 29 of the Colorado Air Quality Control Commission must be adhered to. Regulation 29 establishes restrictions on the use of any gas powered small hand-held lawn and garden equipment between June 1 and August 31, when Colorado typically sees higher ozone pollution levels.
  - Mowing turf areas shall be weekly or as required April 15 – October 15, weather permitting (26 times).
  - Clipping removal generated from mowing shall not be removed unless considered unsightly or upon direction from the Town.
  - Edging of hardscape shall be performed every other week from April 15 – October 15 (12 times), weather permitting with a steel blade mechanical device.
  - Edging adjacent to shrub and groundcover areas shall be maintained with string trimmers and/or chemical abatement performed every other week, from April 15 – October 15 (12 times), weather permitting.
  - Fertilization of turf areas shall be performed a minimum of 1 time between April 15 – October 15 and shall apply a minimum of 10 pounds of nitrogen per 1,000 ft^2 over the course of the season. The Town shall approve selected fertilizer prior to application and if the Town is not satisfied with the turf color, additional fertilization shall be provided at no additional cost.
  - Turf weed control shall be performed as needed by various methods. A pre-emergent treatment shall be performed by Contractor in coordination with the Town in April. Post-emergent chemical applications and treatment for grassy weeds shall be employed April 15 - October 15. Contractor shall not use glyphosate.
  - Core Aeration 1 spring and 1 fall shall be performed.
- Native Care
  - Native Mowing consists of a 6'- 8' pass along either side of soft trails & sidewalks, 10' – 15' pass along open space side of fence lines and a complete mowing of fence line to sidewalk as shown on the Landscape Trail and Fence Mowing map in attachments. Native Mowing along McCaslin consists of a 20' – 30' pass where possible along either side of the road. This mowing shall be performed monthly from May – October. Complete mowing of open space areas is not required.
  - Native Edging along sidewalks in native areas with a steel-bladed mechanical device shall occur 4 times per year as needed from April 15 – October 15.
- Plant Care
  - Tree and shrub pruning, 1 dormant pruning in the fall and pruning up to 4 times April – September. All trees shall be safety pruned up to 8' in height as needed. Plant material larger than 15' is not required.

- Plant weed control shall be performed weekly from April 15 – October 15, weather permitting (26 times) by hand and pre-emergent and post-emergent treatments.
- Fertilization of trees and shrubs shall occur in the late spring through the use of a broadcast application of slow release fertilizer.
- Tree wrapping shall typically be applied in the fall to shade trees less than 4" caliper that are susceptible to sunscald (approximately 400).
- Insect and disease control for trees up to 15' and shrubs through the use of 2 general applications and spot treatments are included in this agreement. Additional applications required for a specific pest shall be recommended to the Town for approval. Tree rings are not sprayed in Superior as it may cause issues with the chemical uptake and the trees,
- Ornamental Grass cutback each spring no later than March 15th. Cutback may be required earlier due to snow damage.

- Flower Care
  - Flower beds (approximately 4,000 square feet) shall be weeded and deadheaded each week and a slow release fertilizer shall be applied 1 time April 15 – October 15. Contractor shall provide flower insect and disease control spot treatments upon request of the Town and shall be billed at contracted Time and Materials basis.
  - Perennial flowers shall be cut-back 1 time in the fall.
  - Maintenance of wildflower beds bordering turf shall occur 15 times April 15 – October 15. The Town shall provide wildflower seed and Contractor shall overseed beds in the spring at ½ the standard planting rate and beds shall be fertilized 1 time and all wildflowers shall be cut down in the fall. Substantial bare areas in the beds shall be overseeded as needed.
  - Maintenance of wildflower beds bordering native shall be weeded 7 times. All wildflowers shall be cut down in the fall. The Town shall provide wildflower seed and Contractor shall overseed beds in the spring at ½ the standard planting rate. Substantial bare areas in the beds shall be overseeded as needed.
  - Contractor shall remove annual plant material in flower beds in October.
- Irrigation Systems
  - Activation shall occur in March/April on Town approval. A Notification and prior approval shall be submitted to Town addressing any extensive repairs required over $500. Upon activation, the system shall be programmed for spring conditions by the Town.
  - Winterization where the system shall have forced air injected into the lines shall occur in October/November, contingent on weather conditions. Start date for winterization shall be approved by the Town.
- Debris and Litter Removal
  - Landscaped areas shall have trash and debris removal on a weekly basis (52 times) and shall occur prior to mowing. Debris and litter shall be disposed of in off-site dumpster facilities provided by Contractor.

- Native, open space and wetland areas shall have trash and debris removal performed once per month (12 times).
- Trashcans and pet pick-up dispensers shall be emptied and relined by the Contractor 2 times per week year round (104 times). Contractor shall supply liners for trashcans and biodegradable liners and the Town shall supply pet pick-up dispenser liners.
- Sidewalks and curbs shall be kept clean with the use of mechanical blowers, after each mowing.
- Trash collection shall be performed by atv or gator sized vehicle, no trucks.

- Miscellaneous
  - Trail weed control consists of labor and materials required to perform this service on all soft trails 5 times as needed April 15 – October 15. This includes 1 pre-emergent treatment and 4 post-emergent treatments.
  - Dumpster enclosures at North and South Pools shall be cleaned of debris, inspected and slats repaired if required 1 time per month.
  - Contractor shall provide emergency on-call service upon request of the Town and shall be billed at contracted Time and Materials basis. One hour response time is required.

Standard Service for All Classes

Task	Frequency	Note
Reporting, Monitoring and Notifications		
Scheduled Chemical Applications	30-34	Written Reporting
Irrigation System	26	Monitoring and Written Report Weekly, April 15 – October 15
Plant Moisture Monitoring	39	Monitoring plants and trees weekly (26 times) April 15 – October 15, trees only biweekly October 16 – April 14 (13 times)
Storm, Accident, Graffiti and Vandalism Damage	As Needed	Notification
Turf Care		
Mowing	26	Weekly or as required, April 15- October 15
Clipping Removal	As Needed	When unsightly or as directed by Town.
Edging Hardscape	12	Every other week April 15 – October 15
Edging Adjacent to Shrub and Ground Cover	12	String trimming and chemical abatement every other week April 15 – October 15
Fertilization	1	April 15 – October 15 (for dog park contractor must provide staff 2 week notification
Turf Weed Control	See Note	1 pre-emergent, post-emergent applications as needed April 15 – October 15, contractor shall not use glyphosate
Core Aeration	2	1 Spring and 1 Fall

Native Care		
Native Mowing	2	As needed, May – October
Native Edging	4	As needed, April 15 – October 15
Plant Care		
Tree and Shrub Pruning	5	1 dormant pruning in the fall and 4 times April – September as needed
Plant Weed Control	26	Weekly April 15 – October 15
Fertilization of Trees and Shrubs	1	Late spring
Tree Wrapping	1	Fall
Insect and Disease Control	2 + Spot Treatments	2 general applications and spot treat as needed
Ornamental Grass	1	Cutback, before March 15, or earlier due to snow damage
Flower Care		
Flower Beds	See Note	Weed and deadhead weekly, 1 fertilization during April 15 – October 15, cut-back early fall
Perennial Flower Beds	1	1 fall cutback
Maintenance of Wildflower Beds Bordering Turf	See Note and description	15 weedings, 1 seeding, ongoing spot overseeding and 1 fertilization, April 15 – October 15, fall cut-down
Maintenance of Wildflower Beds Bordering Native	See Note and description	7 weedings, 1 seeding, ongoing spot overseeding and 1 fertilization, April 15 – October 15, fall cut-down
Annual Flower	1	1 removal of annual plant material in flower beds in October
Irrigation Systems		
Activation of System	1	March/April, notification and approval for extensive repairs over $500
Winterization	1	October/November
Debris and Litter Removal		
Landscaped Areas	52	Weekly
Native, Open Space, Wetland Areas	12	Monthly
Trashcans and Pet Pick-up Dispensers	104	Empty and reline trashcans and pet pick-up dispensers 2 times per week
Sidewalks and Curbs	After Mowing	
Miscellaneous Services		
Trail Weed Control	5	1 pre-emergent and 4 post-emergent, April 15 – October 15
Dumpster Enclosures	12	Monthly
On-Call Emergency Services	As Needed	

CLASS SPECIFIC VARIANCES

Class Specific Variances are additional services in specific areas that are performed in addition to the "Standard Service for All Classes" listed above.

Class 1

- Cattail cutting on the West Side of Coal Creek Bridge shall be cut down 1 time each year.
- Cattail cutting on the West Side of Rock Creek Parkway between Coal Creek & 88th Street shall be cut down 1 time each year.
- Bus stop trashcans (10) shall be emptied and relined by the Contractor 2 times per year round (104 times), Contractor shall supply liners for trashcans.

Class 2

- Depot Street and alleys mowing 2 times per year as needed April 15 – October 15 (in addition to Standard Services 2 times).
- Trash cans and pet pick-up dispensers at Community Park, North and South Pools, playgrounds, tennis courts, pickleball courts and the Basketball Park shall be emptied and relined 7 days a week from April-September (78 times in addition to the standard services 104 times for a total of 182 times). This service shall be performed 3 days a week October-March on Mondays, Wednesdays, and Fridays (78 times). Additional services may be required for special events or tournaments on an as needed basis.
- Deep Tine Aeration of Community Park Ball Fields and Dog Park shall be 2 times per year.
- Fertilization of Community Park fields shall be 3 times per year using a traditional type fertilizer approved by the Town (in addition to Standard Services 1 time).
- Community Park Playgrounds, pea gravel shall be swept back into playground on a weekly basis year-round (52 times).
- Mowing of native grass in the Superior Cemetery 1 time per year, on dates determined by the Town (in addition to Standard Services 2 times).
- Cattail cutting in the detention area northeast of the parking lot at Community Park 1 time each year or as requested by the Town.

Class 3

- Turf care & irrigation is not included.
- Cattail cutting shall be performed 1 time annually at Ponds 1, 2 and 8.

Class 5

- Fertilization of Kupfner Fields shall be fertilized 3 additional times per year using a traditional type fertilizer approved and scheduled by the Town
- Aeration of Kupfner Fields shall be 3 times per year (Core) and scheduled by Town (in addition to Standard Services 2 times).

- Insect and disease control Applications shall be recommended and a proposal shall be submitted for approval by the Town.
- Native mowing for McCaslin/Hwy 36 Interchange, April 15 – October 15, 1 additional (in addition to the Standard Services 2 times).
- Detention pond inlets and outlets shall be cleaned out monthly.

Class Specific Variances

Task	Frequency	Note
Class 1		
Trash Cans	104	10 bus stop trash cans emptied and relined 2 times per week
Cattail Cutting - West Side of Coal Creek Bridge	1	
Cattail Cutting - West Side Coal Creek Pkwy	1	
Class 2		
Depot Street and Alleys Mowing	2	April 15 – October 15 (in addition to Standard Services 2 times May - October)
Trashcans and Pet Pick-Up Dispensers	156	Emptied and relined 7 days per week at Community Park, North and South Pools, Playgrounds and the Basketball Park from April-September and 3 days a week October-March on Mondays, Wednesdays, and Fridays (in addition to 104 times standard services)
Aeration Community Park Fields and Dog Park	3	2 core, 1 deep tine (in addition to the Standard Services 2 times)
Fertilization of Community Park Fields	3	Traditional fertilizer (in addition to the Standard Services 1 time)
Community Park Playgrounds	52	Sweep pea gravel weekly
Cemetery Mowing	1	(in addition to the Standard Services 2 times)
Cattail Cutting	1	Or as requested. Detention area Northeast of the Parking Lot at Community Park
Class 3		
Turf Care and Irrigation	Not Included	
Cattail Cutting	1	Ponds 1, 2, 8
Class 5		

Fertilization of Kupfner Fields	3	Traditional fertilizer (in addition to the Standard Services 1 time).
Aeration of Kupfner Fields	2	2 core, (frequency is in addition to the Standard Services 2 times).
Insect and Disease Control	Not Included	
Native Mowing	1	McCaslin/Hwy 36 Interchange, April 15 – October 15, (in addition to the Standard Services 2 times).
Detention Ponds	12	Cleaning inlets and outlets

2024 PAYMENT SCHEDULE LANDSCAPE MAINTENANCE

MONTH	%	CLASS 1	CLASS 2	CLASS 3	CLASS 5	OPEN SPACE
JANUARY	8.3%	$81,010.57	$31,345.66	$3,027.63	$11,223.14	$11,595.74
FEBRUARY	8.3%	$81,010.57	$31,345.66	$3,027.63	$11,223.14	$11,595.74
MARCH	8.3%	$81,010.57	$31,345.66	$3,027.63	$11,223.14	$11,595.74
APRIL	8.3%	$81,010.57	$31,345.66	$3,027.63	$11,223.14	$11,595.74
MAY	8.3%	$81,010.57	$31,345.66	$3,027.63	$11,223.14	$11,595.74
JUNE	8.4%	$81,986.60	$31,723.32	$3,064.11	$11,358.36	$11,735.45
JULY	8.4%	$81,986.60	$31,723.32	$3,064.11	$11,358.36	$11,735.45
AUGUST	8.4%	$81,986.60	$31,723.32	$3,064.11	$11,358.36	$11,735.45
SEPTEMBER	8.4%	$81,986.60	$31,723.32	$3,064.11	$11,358.36	$11,735.45
OCTOBER	8.3%	$81,010.57	$31,345.66	$3,027.63	$11,223.14	$11,595.74
NOVEMBER	8.3%	$81,010.57	$31,345.66	$3,027.63	$11,223.14	$11,595.74
DECEMBER	8.3%	$81,010.57	$31,345.66	$3,027.63	$11,223.14	$11,595.74
TOTAL	100%	$976,030.97	$377,658.56	$36,477.44	$135,218.59	$139,707.77
TOTAL ACROSS ALL CLASSES:						**$1,665,093.34**

SNOW REMOVAL
Time and Material

Contractor shall provide snow removal services for sidewalks and trails in the Town, beginning on January 1, 2022 and end December 31, 2022. Contractor shall not be expected to service or be liable for any services during blizzard conditions or at times deemed to be a State of Emergency by the Governor of Colorado.

Contractor shall communicate with the Town during snow events and respond to site when snow levels reach approximately 1 inch in depth. Snowfall depth shall be determined by an independent service providing local meteorology reports from numerous locations. Reported depths from areas nearest snow site shall be used.

Snow clearing shall be performed as indicated on the *Sidewalk and Trails Snow Map* attached hereto. Contractor shall move snow that accumulates on Primary Sidewalks and Trails (and handicap access to these) and Secondary areas as directed by Town. Snow shall be piled in areas so as not to unreasonably impede normal pedestrian traffic. Upon completion of snow plowing, Contractor shall apply a spot application of natural chloride product on Primary Sidewalks and Trails adjacent to schools and follow-up spot applications as required for icy areas, only when icy conditions exist.

The following hourly and material rates shall apply:

ITEM	MAN-HOUR RATE
Truck with Plow	$144.24
Hand Shoveling	$75.85
Ice Melt applied	$2.10
ATV with Plow	$128.37
Skid steer	$140.04
Front End Loader	$332.59
Walk-behind Snow Blower	$93.36
Labor for Salt/Sand Removal from Curb lines & Sidewalks	$75.85
Labor for Ice Melt Removal from Sidewalks & Trails	$75.85

Contractor shall submit invoices for snow clearing services on a per snowfall basis.

Snow clearing on Thanksgiving, Christmas and New Year's Day shall be charged as follows:

- No Overtime or Holiday Rates Apply

ALL CLASSES UNIT PRICES

The following unit prices are the basis for authorized additional work above and beyond the base contract. All unit prices for each of the items listed shall include its pro rata share of profits, taxes and overhead. Prices shall include removal and installed cost unless noted as material only. Brands and products in this list are the required materials to be used for work unless prior authorization is granted from Town staff. Unit prices provided shall reflect materials currently used at the Town.

LABOR RATES

LANDSCAPE MAINTENANCE SUPERVISOR	1	HR	87.53
LANDSCAPE MAINTENANCE FOREMAN	1	HR	71.06
LANDSCAPE MAINTENANCE LABORER	1	HR	58.35
IRRIGATION TECHNICIAN	1	HR	75.86
IRRIGATION LABORER	1	HR	64.18
SPRAY RIG OPERATOR & LABORER	1	HR	215.89
BACKPACK SPRAY WITH RODEO	1	HR	93.36
LANDSCAPE INSTALLATION SUPERVISOR	1	HR	87.52
LANDSCAPE INSTALLATION FOREMAN	1	HR	70.02
LANDSCAPE INSTALLATION LABORER	1	HR	58.35
EXTRA MOWING WITH STANDARD MOWER	1	HR	93.36
USE OF GATOR OR ATV FOR WORK OUTSIDE CONTRACT	1	HR	140.04
MECHANICAL WEED CONTROL	1	HR	58.35
SKIDSTEER WITH OPERATOR	1	HR	140.04
SKIDSTEER W/ OPERATOR + ADDNL LABORER	1	HR	198.39
WRAP TREES (INCLUDES MATERIAL)	1	EA	7.58
WINTER WATER-			
2 TEAM MEMBERS & EQUIPMENT	1	HR	145.34
1 TEAM MEMBER & EQUIPMENT	1	HR	75.86
HEALTH CRISIS MANAGEMENT DISINFECTANT SERVICES, HEALTH DEPARTMENT RECOMMENDED DISINFECTANT, EQUIPMENT AND LABORER. POWER WASHING AND SANITATION FOGGING.	1	HR	75.86/215.89
SCARIFYING EQUIPMENT AND LABOR (grinding and leveling concrete walkways, mitigating trip hazards)	1	HR	$193

LANDSCAPE MATERIAL

ITEM DESCRIPTION	SIZE	QTY	UNIT	New Unit Price

SOIL PREP COMPOST 3CY/MSF		1	SF	$1.00
FINE GRADE		1	SF	$0.46
RED CEDAR WOOD MULCH 3" DEEP		1	SF	$1.75
COBBLE ROCK MULCH	4-8”	1	SF	$6.42
GRAVEL ROCK MULCH 3" DEEP	.75” or 1.5”	1	SF	$2.28
COLORADO ROSE GRANITE	¾”	1	SF	$1.46
COLORADO ROSE GRANITE	1.5”	1	SF	$1.57
WEED BARRIER FABRIC		1	SF	$0.30
DURA STEEL EDGER 1/8"	4”	1	LF	$4.97
STEEL EDGER GALVANIZED W/CAP	4”	1	LF	$5.25
SOD INSTALLATION				
SOD REMOVAL		1	SF	$0.47
DUMP FEE		1	SF	$0.82
FESCUE SOD NO SOIL PREP		1	SF	$1.72
BLUEGRASS SOD NO SOIL PREP		1	SF	$1.55
SEEDING				
NATIVE TURFGRASS SEEDING NO SOIL PREP		1	SF	$0.41
NATIVE BLEND SEEDING NO SOIL PREP		1	SF	$0.76
WILDFLOWER SEEDING NO SOIL PREP		1	SF	$1.23
				$12.55
MULCH REMOVAL 2-3" DEEP		1	SF	$10.80
EQUIPMENT		1	SF	$75.85
DUMP FEE		1	SF	$58.35
EMPTY PEDESTRIAN TRASH RECEPTACLE		1	EA	$12.55
SILT FENCE MATERIAL ONLY		1	LF	$10.80
TREATED TIMBERS MATERIAL ONLY	6”x6”x8’	1	EA	$75.85
STANDARD DUMP FEE		1	CY	$58.35

IRRIGATION PRICING – REPAIR WORK MATERIAL ONLY – EXCLUDES LABOR

PART DESCRIPTION	SIZE	QTY	UNIT	New Unit Price
SLEEVE PRICES				
BORE SLEEVING				
CL 160 PVC PIPE	2"	1	LF	$31.98
CL 160 PVC PIPE	4"	1	LF	$34.57
SLEEVING PRIOR TO PAVEMENT				
CL 160 PVC PIPE	2"	150	LF	$204.62
CL 160 PVC PIPE	4"	150	LF	$733.88
CL 160 PVC PIPE	6"	150	LF	$1,580.02
MOBILIZATION		1	DAY	$220.56
CLEAN-UP		1	DAY	$147.04
FITTINGS				
PART DESCRIPTION	**SIZE**	**QTY**	**UNIT**	
SCH 40 ELBOW GASKET	4"	1	EA	$186.59
SCH 40 45	4"	1	EA	$186.59
SCH 40 TEE	4"	1	EA	$162.88
REDUCE COUPLING	4" x 3"	1	EA	$69.86
SERVICE TEE	4x4x2"	1	EA	$120.14
SERVICE TEE	4x4x1.5"	1	EA	$120.14
QUICK COUPLER VALVE	1"	1	EA	$238.45
10" ROUND BOX		1	EA	$41.76
COMBINED		1	EA	$280.20
BRASS GATE VALVES THREADED	4"	1	EA	$542.79
10" ROUND BOX		1	EA	$41.76
ASSEMBLY		1	EA	$584.55
BRASS GATE VALVES	3"	1	EA	$475.83
10" ROUND BOX		1	EA	$41.76
ASSEMBLY		1	EA	$517.58
BRASS GATE VALVES THREADED	2.5"	1	EA	$351.90

10" ROUND BOX		1	EA	$41.76
ASSEMBLY		1	EA	$393.67
RB PESB CONTROL VALVES	2"	1	EA	$499.67
12" STANDARD BOX		1	EA	$31.16
ASSEMBLY		1	EA	$530.84
RB PESB CONTROL VALVES	1.5"	1	EA	$399.80
12" STANDARD BOX		1	EA	$32.68
ASSEMBLY		1	EA	$432.49
RB PESB CONTROL VALVES	1"	1	EA	$329.53
12" STANDARD BOX		1	EA	$32.68
ASSEMBLY		1	EA	$362.21
RB PEB/PGA SOLENOID		1	EA	$65.53
ROTORS				
HUNTER I-20 SS CV NON-POT ASSEMBLY	4"	1	EA	$85.80
HUNTER I-25 SS CV NON-POT ASSEMBLY	4"	1	EA	$127.31
HUNTER I-40 SS CV NON-POT ASSEMBLY	4"	1	EA	$163.52
HUNTER I-20 SS CV NON-POT ASSEMBLY	6"	1	EA	$121.05
HUNTER I-25 SS CV NON-POT ASSEMBLY	6"	1	EA	$180.78
HUNTER I-40 SS CV NON-POT ASSEMBLY	6"	1	EA	$248.22
HUNTER I-20 SS CV NON-POT ASSEMBLY	12"	1	EA	$141.43
HUNTER PGA 12"		1	EA	$65.96
RAINBIRD 8005 SS NON-POT		1	EA	$169.04
POP-UPS				
RB 1812 SAM PRS WITH NOZZLES		1	EA	$51.89
RB 1806 SAM PRS WITH NOZZLES		1	EA	$36.16
RB 1804 SAM PRS WITH NOZZLES		1	EA	$17.06
RB 1800NP PURPLE CAP		1	EA	$5.78
DRIP POLY LINE		100	LF	$81.27

EMITTERS & LINE	1/4"	1	FT	$3.75
DRIP BLOW VALVE 6" ROUND W/COVER		1	EA	$38.60
WIRE INSTALLED WITH MAINLINE	14GA	1	LF	$4.81
WIRE INSTALLED WITH MAINLINE	12GA	1	LF	$4.91
PART DESCRIPTION	**SIZE**	**QTY**	**UNIT**	
ADAPTER-PVC	1-1/2" M x S	1	EA	$3.42
ADAPTER-PVC	2" M x S	1	EA	$4.49
ADAPTER-PVC	2-1/2" Male	1	EA	$13.20
BALL VALVE -SCH 40	2" S X S	1	EA	$52.30
BUSHING	1" X 3/4" M X F	1	EA	$4.75
BUSHING	1-1/2" 1" SP X S	1	EA	$3.18
BUSHING	1-1/4" X 1" SP X S	1	EA	$2.77
BUSHING	1-1/4" X 1-1/2" SP X S	1	EA	$3.18
BUSHING	1-1/2" X 2" SP X S	1	EA	$5.19
BUSHING	1" X 2" SP X S	1	EA	$5.19
BUSHING	2" X 3" SP X S	1	EA	$12.35
COUPLER INSERT	Funny	1	EA	$8.26
COUPLER INSERT	3/4"	1	EA	$3.22
COUPLER - PVC	1" Slip	1	EA	$1.86
COUPLER - PVC	1-1/4" SLIP	1	EA	$2.53
COUPLER - PVC	1-1/2" SLIP	1	EA	$2.73
COUPLER - PVC	2" SLIP	1	EA	$4.16
COUPLER - PVC	2-1/2" SLIP	1	EA	$9.17
COUPLER - PVC	3" SLIP	1	EA	$14.38
DRIP VALVE KIT	3/4"	1	EA	$76.70
ELL 90 SLIP	1/2"	1	EA	$0.95
ELL 90	3/4" S X F	1	EA	$1.30
ELL 45 SLIP	1"	1	EA	$3.58
ELL 90 SLIP	1"	1	EA	$2.94
ELL MARLEX	1/2"	1	EA	$3.37
ELL MARLEX	3/4"	1	EA	$3.05
ELL 90 SLIP	1-1/4"	1	EA	$3.76
ELL 45 SLIP	1-1/2"	1	EA	$4.84

ELL 90 SLIP	2"	1	EA	$5.36
ELL 45 SLIP	2"	1	EA	$6.30
ELL 45 SLIP	2-1/2"	1	EA	$11.82
ELL 90 THREADED	1-1/2"	1	EA	$3.69
EMITTERS	1/2", 1, 2 GAL	1	LF	$0.72
FUNNY PIPE		1	FT	$0.59
FUNNY TEES INS		1	EA	$1.39
MARLEX	1/2"	1	EA	$2.43
MARLEX	1"	1	EA	$8.93
NIPPLE	1/2" X 6"	1	EA	$0.93
NIPPLE	3/4" X 6"	1	EA	$1.17
NIPPLE	1" X 6"	1	EA	$2.33
NIPPLE	1-1/2" X 6"	1	EA	$3.76
NIPPLE	2" X 4"	1	EA	$3.51
NOZZLES - RAINBIRD & HUNTER		1	EA	$1.73
PINCH CLAMPS	1"	1	EA	$1.60
PIPE - POLY DRIP	3/4"	1	EA	$0.82
PIPE - PVC LATERAL - CL 200	1/2"	1	EA	$0.66
PIPE PVC CL 200	3/4"	1	LF	$0.73
PIPE PVC CL 200	1"	1	LF	$0.84
PIPE PVC CL 200	1-1/4"	1	LF	$1.55
PIPE PVC CL 200	1-1/2"	1	LF	$2.04
PIPE PVC CL 200	2"	1	LF	$3.10
PIPE PVC SCH 40	3/4"	1	LF	$1.49
PIPE PVC SCH 40	1"	1	LF	$2.59
PIPE PVC SCH 40	1-1/4"	1	LF	$3.46
PIPE PVC SCH 40	1-1/2"	1	LF	$4.05
PIPE PVC SCH 40	2"	1	LF	$5.34
PIPE PVC SCH 40	3"	1	LF	$11.41
PIPE PVC SCH 40	4"	1	LF	$8.00
PIPE PVC SCH 40	6"	1	LF	$30.09
SLIP FIX	3/4"	1	EA	$14.67
SLIP FIX	1"	1	EA	$12.88
SLIP FIX	1-1/2”	1	EA	$26.04
SLIP FIX	2”	1	EA	$41.16
SLIP FIX	3”	1	EA	$104.23
SOLENOID - RAINBIRD		1	EA	$70.26
SPAGHETTI TUBING PER LF	3/4"	1	LF	$0.82
TEE -PVC	1 X 1 X 1/2" SSF	1	EA	$3.04

TEE -PVC	1 X 1 X 3/4" SSF	1	EA	$4.38
TEE -PVC	1-1/2" X 1-1/2" X 1/2" SSF	1	EA	$10.11
TEE -PVC	2-1/2" X 2-1/2" X 1-1/2" SSF	1	EA	$27.87
TEE -PVC	3" X 3" X 1-1/2" SSF	1	EA	$26.49
VALVE - SCRUBBER	1"	1	EA	$278.52
VALVE - SCRUBBER	1-1/2"	1	EA	$343.40
VALVE - SCRUBBER	2"	1	EA	$425.12
VALVE BOX W/ LID INSTALLED	10” ROUND	1	EA	$62.49
WIRE NUTS		1	EA	$2.69

PLANT MATERIAL

DECIDUOUS TREES			
Common Name	SIZE	UNIT	**New Unit Price**
American Hornbeam	2.5"	EA	$846.07
Autumn Blaze Maple	2.5"	EA	$846.07
Bur Oak	2.5"	EA	$846.07
Columnar English Oak	2.5"	EA	$846.07
Deborah Norway Maple	2.5"	EA	$846.07
Emerald Luster Norway Maple	2.5"	EA	$846.07
English Oak	2.5"	EA	$846.07
Greenspire Linden	2.5"	EA	$846.07
Hackberry	2”	EA	$816.89
Homestead Elm	2.5"	EA	$846.07
Horsechestnut	2.5"	EA	$875.24
Imperial Honeylocust	2.5"	EA	$846.07
Kentucky Coffee Tree	2"	EA	$828.56
Lacebark Elm	2”	EA	$846.07
Lanceleaf Cottonwood	2.5”	EA	$828.56
Prairie Cascade Willow	2.5”	EA	$846.07
Northern Red Oak	2.5"	EA	$828.56
Red Sunset Maple	2.5"	EA	$846.07
Redmond Linden	2”	EA	$816.89
Royal Red Norway Maple	2.5"	EA	$875.24
Shademaster Honeylocust	2.5"	EA	$828.56
Shumard Oak	2”	EA	$816.89
Skyline Honeylocust	2.5"	EA	$828.56
Swamp White Oak	2.5"	EA	$846.07
Western Catalpa	2"	EA	$828.56
ORNAMENTAL TREES			
Common Name	SIZE	UNIT	**New Unit Price**
Amur Chokeberry	2"	EA	$816.89
Amur Maple	6' MULTI	EA	$828.56
Autumn Brilliant Serviceberry	6' MULTI	EA	$828.56
Autumn Blaze Pear	2”	EA	$828.56
Brandywine Crabapple	2"	EA	$828.56

Canada Red Cherry	2”	EA	$811.06
Chanticleer Pear	2”	EA	$811.06
Cockspur Hawthorn	2"	EA	$816.89
Golden Rain Tree	2"	EA	$816.89
Holmford Pear (New Bradford Variety)	2”	EA	$816.89
Japanese Tree Lilac	2"	EA	$828.56
Korean Sun Pear	2”	EA	$816.89
Montgomery Cherry	2"	EA	$793.55
Newport Plum	2”	EA	$793.55
Paperback Maple	6’ MULTI	EA	$811.06
Radiant Crabapple	2”	EA	$811.06
Shadblow Serviceberry	6’ MULTI	EA	$793.55
Shubert Chokecherry	2”	EA	$811.06
Snowcloud Crabapple	2”	EA	$793.55
Washington Hawthorn	2”	EA	$816.89
EVERGREEN TREES			
Common Name		SIZE	**New Unit Price**
White Fur		8’	991.94
Norway Spruce		8’	991.94
Colorado Spruce		8’	974.44
Colorado Spruce		10’	1283.69
Colorado Spruce		12’	1867.18
Limber Pine		8’	875.24
Austrian Pine		8’	991.94
Austrian Pine		10’	1458.74
Austrian Pine		12’	1867.18
Ponderosa Pine		8’	846.07
Ponderosa Pine		10’	974.44
Ponderosa Pine		12’	1633.79
Southwestern White Pine		8’	974.44
Eastern White Pine		8’	846.07
Scotch Pine		8’	875.24
BROADLEAF & EVERGREENS			

Common Name	SIZE	UNIT	**New Unit Price**
Blue Boy & Blue Girl Holly (Protect)	5GAL	EA	$93.36
Compact Inkberry Holly (Protect)	5GAL	EA	$93.36
Manzanita- Colorado	5 GAL	EA	$93.36
Manzanita Panchito	5GAL	EA	$93.36
Manhattan Euonymus (Protect)	5GAL	EA	$87.53
Mugo Pine 12”-15”	5GAL	EA	$116.70
Oregon Grape Holly (Protect)	5GAL	EA	$93.36
Spreading Juniper	5GAL	EA	$87.53
Upright Juniper	5GAL	EA	$110.87
Upright Juniper	B&B	EA	$758.54
LARGE SHRUBS			
Common Name	SIZE	UNIT	**New Unit Price**
Alternate-Leaf Butterfly Bush	5GAL	EA	$87.53
American Plum	5GAL	EA	$93.36
Arrowood Viburnum	5GAL	EA	$93.36
Beauty Bush	5GAL	EA	$93.36
Blue Fountain Willow	5GAL	EA	$93.36
Burkwood Viburnum	5GAL	EA	$93.36
Burning Bush	5GAL	EA	$87.53
Butterfly Bush	5GAL	EA	$87.53
Canadian Lilac	5GAL	EA	$87.53
Cistena Plum	5GAL	EA	$87.53
Chokecherry	5GAL	EA	$87.53
Cheyenne Mockorange	5GAL	EA	$99.20
Columnar Buckthorn	5GAL	EA	$87.53
Common Lilac	5GAL	EA	$93.36
Common Privet	5GAL	EA	$87.53
Doublefire Viburnum	5GAL	EA	$93.36
Fine Line Buckthorn	5GAL	EA	$93.36
Forsythia	5GAL	EA	$93.36
French Hybrid Lilac	5GAL	EA	$93.36
Ginella/Amur Maple	5GAL	EA	$87.53
Mockorange	5GAL	EA	$93.36
Nanking Cherry	5GAL	EA	$93.36

Nannyberry Viburnum	5GAL	EA	$93.36
Peking Cotoneaster	5GAL	EA	$87.53
Redtwig Dogwood	5GAL	EA	$99.20
Rocky Mountain Maple	5GAL	EA	$99.20
Rose of Sharon	5GAL	EA	$99.20
Smoke Tree	5GAL	EA	$93.36
Snowball Viburnum	5GAL	EA	$87.53
Thin Leaf Alder	5GAL	EA	$93.36
Variegated Dogwood	5GAL	EA	$93.36
MEDIUM SHRUBS (4'-6' ht.)			
Common Name	SIZE	UNIT	**New Unit Price**
Alpine Current	5GAL	EA	$93.36
Blue Stem Willow	5GAL	EA	$93.36
Dwarf Burning Bush	5GAL	EA	$87.53
Dwarf Korean Lilac	5GAL	EA	$93.36
Fernbush	5GAL	EA	$93.36
Flowering Quince	5GAL	EA	$93.36
Greenleaf Barberry	5GAL	EA	$93.36
Korean Spice Viburnum	5GAL	EA	$93.36
Little Leaf Mockorange	5GAL	EA	$87.53
Miss Kim Lilac	5GAL	EA	$93.36
Pink Flowing Almond	5GAL	EA	$87.53
St. Johns Wort	5GAL	EA	$93.36
Shrub Roses	5GAL	EA	$93.36
Spreading Cotoneaster	5GAL	EA	$87.53
Vanhoutte Spirea	5GAL	EA	$87.53
Yellow Flowering Currant	5GAL	EA	$87.53
LOW SHRUBS (< 4' height)			
Common Name	SIZE	UNIT	**New Unit Price**
Anthony Waterer Spirea	5GAL	EA	$87.53
Arnold's Dwarf Forsythia	5GAL	EA	$87.53
Blue Mist Spirea	5GAL	EA	$87.53
Carol Mackie Daphne	5GAL	EA	$110.87
Dwarf European Cranberry	5GAL	EA	$87.53

Frobel Spirea	5GAL	EA	$87.53
Kelsey Dogwood	5GAL	EA	$87.53
Lime Mound Spirea	5GAL	EA	$93.36
Little Princess Spirea	5GAL	EA	$87.53
Lodense Privet	5GAL	EA	$87.53
Pawnee Buttes Sandcherry	5GAL	EA	$87.53
Snowmound Spirea	5GAL	EA	$87.53
Somerset Daphne	5GAL	EA	$180.89
Tiny Trumpet Honeysuckle	5GAL	EA	$87.53
VINES			
Common Name	SIZE	UNIT	**New Unit Price**
Boston Ivy	1GAL	EA	$31.51
Clematis	1GAL	EA	$31.51
Climbing Rose	1GAL	EA	$43.18
English Ivy	1GAL	EA	$31.51
Grape	1GAL	EA	$43.18
Hall's Honeysuckle	1GAL	EA	$31.51
Silver Lace Vine	1GAL	EA	$31.51
Trumpet Vine	1GAL	EA	$49.02
Virginia Creeper	1GAL	EA	$37.35
GROUND COVERS			
Common Name	SIZE	UNIT	**New Unit Price**
Bishop's Weed	1GAL	EA	$29.18
Coral Beauty Cotoneaster	1GAL	EA	$29.18
English Ivy	1GAL	EA	$29.18
False Strawberry	1GAL	EA	$29.18
Ground Ivy	1GAL	EA	$29.18
Ice Plant	1GAL	EA	$29.18
Himalayan Border Jewel	1GAL	EA	$29.18
Japanese Spurge	1GAL	EA	$29.18
Lily of the Valley	1GAL	EA	$29.18
Oregon Grape	1GAL	EA	$31.51
Periwinkle	1GAL	EA	$29.18
Silver Speedwell	1GAL	EA	$29.18

Sweet Woodruff	1GAL	EA	$29.18
Thyme	1GAL	EA	$29.18
Wintercreeper	1GAL	EA	$29.18
PERENNIALS & BULBS			
Common Name	SIZE	UNIT	**New Unit Price**
Agastache	1GAL	EA	$25.68
Aster	1GAL	EA	$25.68
Bearded Iris	1GAL	EA	$25.68
Blanket Flower	1GAL	EA	$25.68
Blue Salvia	1GAL	EA	$25.68
Bluebell	1GAL	EA	$25.68
Catmint	1GAL	EA	$25.68
Coral Bells	1GAL	EA	$25.68
Cranesbill	1GAL	EA	$25.68
Cushion Spurge	1GAL	EA	$25.68
Daffodil	BULB	EA	$53.38
Daylily	1GAL	EA	$25.68
Dutch Crocus	BULB	EA	$53.58
Dwarf Iris	1GAL	EA	$25.68
False Spirea	1GAL	EA	$87.53
Flowerless Lamb's Ear	1GAL	EA	$25.68
Grape Hyacinth	BULB	EA	$53.58
Heart-Leafed Bergenia	1GAL	EA	$25.68
Hosta	1GAL	EA	$25.68
Husker's Red Penstemon	1GAL	EA	$25.68
John's Wort	2GAL	EA	$31.51
Lady's Mantle	1GAL	EA	$25.68
Lupine	1GAL	EA	$25.68
Moonbeam Coreopsis	1GAL	EA	$25.68
Myrtle Spurge	1GAL	EA	$25.68
Native Bluebells	1GAL	EA	$25.68
Peony	2GAL	EA	$87.53
Prairie Coneflower	1GAL	EA	$25.68
Purple or White Coneflower	1GAL	EA	$25.68
Purple Rock Cress	1GAL	EA	$25.68
Rocky Mountain Columbine	1GAL	EA	$25.68

Oriental Poppy	1GAL	EA	$25.68
Sedum	1GAL	EA	$25.68
Siberian Iris	1GAL	EA	$25.68
ORNAMENTAL GRASSES			
Common Name	SIZE	UNIT	**New Unit Price**
Big Blue Stem	1GAL	EA	$21.00
Dwarf Fountain Grass	1GAL	EA	$21.00
Feather Reed Grass	1GAL	EA	$21.00
Fountain Grass	1GAL	EA	$21.00
Heavy Metal Switch Grass	1GAL	EA	$21.00
Little Blue Stem	1GAL	EA	$21.00
Maiden Grass	1GAL	EA	$21.00
ANNUALS	SIZE	UNIT	**New Unit Price**
Jumbo Pack	FLAT	EA	$81.69
Premium 4” Pot	4”	EA	$43.18
Standard 1804	FLAT	EA	$81.69

FLOWER BED INSTALLATION AND MAINTENANCE

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town. Each flower bed shall be prepared, installed and grown by the Contractor according to the following specifications:

- Contractor shall top-dress each annual flower bed with "Osmocote" 14-14-14 fertilizer, or a comparable slow release fertilizer. The comparable fertilizer must be approved by the Town.
- Contractor shall plant each flower bed full with a minimum of 3 colors and 3 assorted annuals and/or perennials from the "Proven Winner", "Simply Beautiful", or "Hardy Boy" plant series, or xeric-rated. Contractor shall provide "tags" to indicate which plant series has been utilized and a final design of each bed for approval by the Town.

Contractor's Deliverables

In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

- Plants shall include, but not be limited to, the following:
  - Amaranthus
  - Annual Grasses
  - Blue Salvia
  - Canna
  - Celosia
  - Coleus
  - Coneflowers
  - Cosmos
  - Dahlia
  - Delphiniums
  - Geranium
  - Gomphrena
  - Hollyhock
  - Impatiens
  - Lantana
  - Lobularia
  - Lupinus
  - Millet
  - Osteospermum
  - Phlox
  - Potato Vine
  - Rudbekia
  - Sedum
  - Zinnia
- Contractor shall ensure and allow that all annual flower flats or pots to be held and plants established in a nursery greenhouse for a minimum or 3 weeks prior to installation.
- Contractor shall deliver and install annual flowers according to the following parameters:

- Contractor shall loosen annual bed soil prior to planting. It shall be the responsibility of Contractor to repair any damage caused to the irrigation system at Contractor's expense.
- All annuals shall be planted and spaced 8-12" apart by the Contractor depending on plant species requirements.
- Contractor shall keep an 8-12" border along all sides of each bed before planting rows to allow for the growth of the plants.
- Contractor shall plant annuals according to height, with the tallest plants toward the back or middle of the bed and lower plants ascending toward the borders of the bed.
- Contractor shall include clean-up, fertilization and initial watering of all beds at the time of flower installation.
- Contractor shall deliver and install all annuals between May 12 and May 24. The Contractor shall review the exact location for the delivery and installation with Town staff.
- Contractor shall ensure at the time of delivery and installation, all plants are fully developed. Any plants received by the Town, which are not, in the opinion of the Town, healthy or of the highest quality, shall be replaced by Contractor at no charge to the Town.

- Contractor shall be responsible for replacement of dead, dying or poor performing plants, as necessary, for 1 growing season.
- Contractor shall be responsible for the repair and cost of any damage to existing landscape during the removal, transport and installation of annual plants.
- Contractor shall be responsible for the weekly maintenance of all annual beds (also see "STANDARD LANDSCAPE MAINTENANCE SERVICE FOR ALL" under Flower Care). This includes weekly:
  - Deadheading or pinching of flowers
  - Moisture monitoring
  - Weeding
  - Removal of dead plants, trash, and debris.
  - Application of Miracle-Gro 24-8-16 liquid fertilizer, or a comparable liquid fertilizer, every other week or more often if needed. The comparable liquid fertilizer must be approved by the Town.

ANNUAL AND PERRINIAL COLOR PLAN
Bed locations, plant schedule and fees (See attached Flower Bed Locations Map)

Class 1		
NO.	**ITEM DESCRIPTION**	**New Total**
1	**Main Entrance Beds**	$4,227.42
	McCaslin & Rock Creek Parkway-	
	North Side:	
	Petunia	
	Celosia	
	Dahlia	
	Canna	
	Rudbeckia	

	Amaranthus	
	Annual Grasses	
	Cosmos	
	Gomphrena	
2	**McCaslin & Rock Creek Parkway-**	$4,227.42
	South Side:	
	Petunia	
	Celosia	
	Dahlia	
	Canna	
	Rudbeckia	
	Amarathus	
	Annual Grasses	
	Cosmos	
	Gomphrena	
3	**Riverbend at Pitkin:**	$1,328.62
	Celosia	
	Lantana	
	Osteospermum	
4	**Indiana & Eldorado- 2 Beds:**	$1,026.66
	Celosia	
	Gomphrena	
	Rudbeckia	
	Petunia	
	Salvia	
5	**Indiana & Denslow- 2 Beds:**	$1,690.97
	Celosia	
	Lantana	
	Osteospermum	
6	**Indiana & Christy Way- 2 Beds:**	$1,690.97
	Celosia	
	Lantana	
	Osteospermum	
7	**Indiana & Bristol- 2 Beds:**	$1,147.44
	Celosia	
	Lantana	
	Osteospermum	
8	**Christenson & McCaslin Monument Sign:**	$1,087.05
	Celosia	

	Lantana	
	Osteospermum	
9	**88th & Shamrock Corner Bed:**	$1,026.66
	Celosia	
	Lantana	
	Osteospermum	
10	**Coal Creek & Riverbend East Side:**	$1,389.01
	Celosia	
	Impatiens	
	Coleus	
	Osteospermum	
11	**Coal Creek & Riverbend West Side:**	$1,389.01
	Celosia	
	Impatiens	
	Coleus	
	Osteospermum	
12	**Coal Creek & Akron- 2 Beds:**	$1,147.44
	Celosia	
	Lantana	
	Osteospermum	
13	**Wiggins & RCP - Waterford Entry:**	$2,113.71
	Celosia	
	Lantana	
	Millet	
14	**Indiana & Coalton Monument Wall:**	$4,348.21
	Blue Salvia	
	Dahlia	
	Petunia	
15	**Indiana & Mt. Sopris - SE Corner:**	$2,113.71
	Celosia	
	Lantana	
	Osteospermum	
17	**Rock Creek Circle & East Yarrow**	$3,563.11
	West Side:	
	Celosia	
	Lantana	
	Osteospermum	
18	**Rock Creek Circle & Castle Peak- 2 Beds:**	$483.13
	Celosia	

	Lantana	
	Osteospermum	
19	**Rock Creek Circle & Torreys Peak:**	$483.13
	Celosia	
	Lantana	
	Osteospermum	
20	**3267 West Yarrow Circle- 2 Beds:**	$1,630.57
	Celosia	
	Lantana	
	Osteospermum	
21	**Indiana & N. Torreys Peak:**	$845.49
	Celosia	
	Lantana	
	Osteospermum	
22	**Flint Ct & Gold Way:**	$966.26
	Celosia	
	Lantana	
	Osteospermum	
23	**West End of Fire Station Park:**	$422.74
	Celosia	
	Lantana	
	Osteospermum	
24	**Indiana & S. Torreys Peak 2 Beds:**	$1,509.79
	Celosia	
	Lantana	
	Osteospermum	
25	**3126 Gardinia Way**	$1,841.51
26	**Indiana & Topaz Monument Sign - North Side**	$1,102.81
27	**Indiana & Topaz Monument Sign - South Side**	$1,102.81
28	**Castle Peak & Grays Peak - Trail Entrance**	$1,071.30
29	**Medians Along McCaslin and East Marshall Road**	$1,925.53
30	**8 Planter Pots on Marshall Road Bridge**	$4,985.20

	WEEKLY MAINTENANCE	$9,427.09
	SOIL PREP (Removal, disposal, replacement & tilling)	$6,597.87
	TOTAL	$67,912.66
Class 2		
NO.	**ITEM DESCRIPTION**	
1	**North Pool Monument Sign:**	$2,415.67
	Dahlia	
	Osteospermum	
2	**North Pool Entrance:**	$4,831.34
	Celosia	
	Annual Grasses	
	Lantana	
	Lobularia	
	Rudbeckia	
	Verbena	
3	**South Pool Entrance Bed- 6 total:**	$4,831.34
	Celosia	
	Annual Grasses	
	Lantana	
	Lobularia	
	Rudbeckia	
4	**Town Hall – 2 Total**	$2,113.71
	Annual Grasses	
	Dahlia	
	Lantana	
	Petunia	
5	**Coalton Road from McCaslin to Taylor Dr Median Beds**	$2,013.06
	Center pieces	
	Cosmos	
	Petunia	
	Gomphrena	
6	**Indiana South of Coalton at My Sopris Median Beds**	$1,610.45
	Center pieces	
	Cosmos	
	Petunia	
	Gomphrena	
	WEEKLY MAINTENANCE	$4,651.56
	SOIL PREP (Removal, disposal, replacement & tilling)	$2,920.39

	TOTAL	$25,387.52
Class V		
NO.	**ITEM DESCRIPTION**	
1	**Monument Entrance- Marshall &**	
	McCaslin North Side	
	Upper Level:	$2,415.67
	Celosia	
	Lantana	
	Osteospermum	
	Lower Level:	$2,415.67
	Celosia	
	Lantana	
	Osteospermum	
2	**Raised Median Bed Marshall & McCaslin West Side:**	$603.92
	Celosia	
	Lantana	
	Osteospermum	
3	**South Corner of Marshall & McCaslin:**	$543.52
	Celosia	
	Lantana	
	Osteospermum	
4	**Marshall & Center Dr Corner Bed- 4 Total**	$3,925.46
	Celosia	
	Lantana	
	Osteospermum	
5	**Marshall & Sycamore Dr Corner Bed-3 Total:**	$2,415.67
	Celosia	
	Lantana	
	Osteospermum	
6	**Center Drive Roundabout Horse Statue- 8 Beds:**	$6,643.09
	Celosia	
	Lantana	
	Osteospermum	
7	**Marshall Rd & 5th Ave Beds- 2 Total:**	$1,811.75
	Celosia	
	Lantana	
	Osteospermum	
	WEEKLY MAINTENANCE	$9,367.43

	SOIL PREP (Removal, disposal, replacement & tilling)	$5,301.05
	TOTAL	$35,443.23

Soil Prep, Annual Bed Installation and Maintenance		
	Class I (Landscape Fee Fund)	$67,912.66
	Class II (General Fund)	$25,387.52
	Class V (SMID)	$35,443.23
	GRAND TOTAL	**$128,743.41**

STRATEGY FOR EMISSIONS-FREE LANDSCAPING

At no additional cost to the Town, 50% (plus an additional 25% each year) of the landscaping equipment and service shall be transitioned to Zero Emission products. Additionally, 100% of all handheld equipment shall be electric.

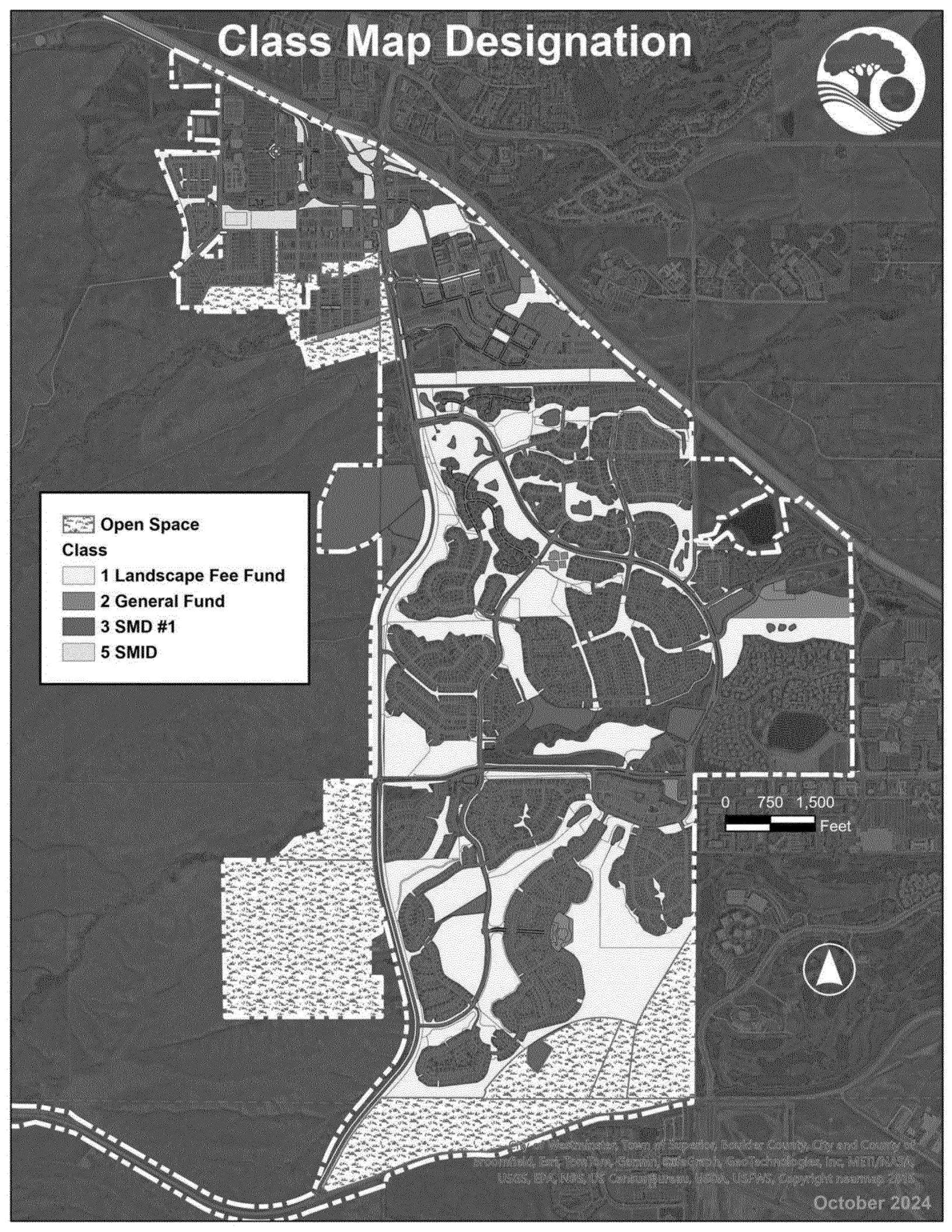
ATTACHMENTS
MAPS

2024 % Usage - Gas vs Electric

	Gas-Powered Hrs	Electric-Powered Hrs	
Blower	384	768	1152
Trimmer	1280	2048	3328
Hedger	256	1024	1280
Edger	512	512	1024
Mowers	3520	512	4032
Handheld Equipment Only	2432	4864	7296
All Equipment & Machinery	5952	4864	10816

Gas-Powered %	Electric Powered %
33.33	66.67
38.46	61.54
20	80
50	50
87.30	12.70
33.33	66.67
55.03	44.97

Class Map Designation



ITEM NO. 9

INFORMATION FOR MEETING
OF THE SUPERIOR BOARD OF TRUSTEES

AGENDA ITEM NAME: **Resolution – Approving a Contract with Goodland Construction, Inc. for the Original Town Alley Paving Project**

MEETING DATE: **December 9, 2024**

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

PRESENTED FOR: **Action**

BACKGROUND:
The 2024 CIP Budget includes funds for Original Town alley paving. This money was budgeted to concrete pave alleys in Original Town, improving the functionality of the alleys, extending their useful life and reducing costly alley operations and maintenance.

There are currently 12 alleys located throughout Original Town that are unpaved. These alleys are currently constructed of asphalt millings to a depth of 3-inches. The majority of lots in Original Town utilize the alleys for driveway and garage access to their properties.

The existing alleys were restored following the Marshall Fire, but require frequent maintenance in the current state. With the rebuild construction in Original Town the alleys are often covered in sediment or mud and have required multiple rounds of regrading due to settlement and damage associated with reconstruction. The asphalt milled alleys create some drainage issues as the roadside swales are not stable and must be regraded due to equipment and vehicle traffic accessing lots and driveways. In addition, the current alleys cannot be plowed in the winter time.

Staff surveyed Original Town residents to determine if residents preferred milled or paved alleys. 42 responses were received, with 28 residents stating they preferred paved alleys (67%). Residents that preferred paved alleys generally stated that the milled alleys are not holding up well to traffic, garbage trucks, and reconstruction equipment; and that they alleys are problematic after rain and snow events due to mud and inability to plow.

Residents that preferred milled alleys generally stated that the milled alleys reflect the rustic look and original character of Original Town.
The alleys proposed to be paved include the two alleys between 3rd and 4th Avenue, south of Coal Creek Drive and north of Charles Street. The alternate bid item is to pave the alley that connects 1st and 2nd Avenues, south of W William Street. Pricing for this alley was obtained due to the additional traffic anticipated on this alley following the Coal Creek Pedestrian Bridge construction, which includes additional parking on 1st Avenue near the Historical Museum.

Project Bid Evaluation

The project was bid out using the Town's adopted procurement policies. The project was posted on BidNet with hundreds of firms receiving emails regarding the bid posting. Town staff worked with the design engineer to reach out to several local firms who perform this work to ensure they were aware of the bid and advertisement. A pre-bid meeting was held with interested contractors.

Four complete bids were received on September 13 as summarized in the table below. The Engineers base bid estimate for this project was $206,886. A summary of the bids received are included in table 1 below with the complete bid tab attached.

Table 1 – Bid Results

Contractor	Base Bid	Alternate Bid
Goodland Construction, Inc.	$252,677	$139,833
ABC Asphalt, Inc.	$319,576.50	$157,102.75
Elite Surface Infrastructure	$349,812.35	$171,059.20
Chatos Concrete LLC	$441,171	$199,882

Based on the responses received and review of the bid packages, it is recommended to award the project to the low bidder, Goodland Construction, Inc. Goodland Construction has completed numerous infrastructure projects throughout Superior, most recently complete the Big and Little Sagamore Park and Children's Park Projects.

BUDGET IMPLICATIONS:
This project will be charged to the 2024 Street Replacement cost center 42-430-6604, with $200,000 budgeted for two alleys in 2024. Staff would like to concrete pave all three alleys (base bid and original bid) in 2024 with a total cost of $392,510. The additional funding of $192,510 is included in the FY 2025 budget estimate for cost center 42-430-6604, with forecasted 2024 total cost of $3.9 M. This cost center includes all cost to complete the awarded Rock Creek Parkway Project and this alley paving project.

RECOMMENDED ACTION: Based upon the past performance on similar project and the bids received, staff recommends approval of the contract with Goodland Construction, Inc. for the Original Town Alley Paving Project in the amount of $392,510.

MOTION:
Move to adopt a Resolution approving a Contract with Goodland Construction, Inc. for the Original Town Alley Paving Project in the amount of $392,510.

ATTACHMENTS:

- Resolution
- Contract
- Bid Tab
- Project Drawings

TOWN OF SUPERIOR
RESOLUTION NO. R-62
SERIES 2024

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR APPROVING THE CONSTRUCTION CONTRACT WITH GOODLAND CONSTRUCTION, INC., FOR THE ORIGINAL TOWN ALLEY PAVING PROJECT

WHEREAS, the Town desires to concrete pave alleys in the Town, improving the functionality of the alleys, extending their useful life and reducing costly alley operations and maintenance; and

WHEREAS, the Board of Trustees finds it is in the best interest of the public health, safety and welfare to contract with Goodland Construction, Inc., to concrete pave alleys in Town.

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

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

ADOPTED this 9th day of December, 2024.

_____
Mark Lacis, Mayor

ATTEST:

_____
Lydia Yecke, Town Clerk

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered into this _____ day of _____, 2024 (the "Effective Date"), by and between the Town of Superior, 124 East Coal Creek Drive, Superior, CO 80027, a Colorado municipal corporation (the "Town"), and Goodland Construction, Inc., an independent contractor with a principal place of business at 760 Nile Street, Golden, Colorado 80401 ("Contractor") (each a "Party" and collectively the "Parties").

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

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

Concrete pavement of two alleys between 3rd Avenue and 4th Avenue in Original Town Superior, south of Coal Creek Drive.

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

3. Commencement and Completion of Work. Contractor shall commence the Work within 10 days of date of the Notice to Proceed. Substantial Completion of the Work shall be accomplished by the March 31, 2025, unless the period for completion is extended otherwise in accordance with the Contract Documents. Final Completion of the Work shall be accomplished within 30 days of the date of Substantial Completion.

4. Compensation/Contract Price. The Town agrees to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Work, an amount not to exceed $392,510. The Town shall pay Contractor in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

5. Keep Jobs In Colorado Act. Pursuant to the Keep Jobs in Colorado Act, C.R.S. § 8-17-101, *et seq.* (the "Act"), and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules"), Contractor shall employ Colorado labor to perform at least 80% of the work under this Contract and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section, "Colorado labor" means a person who is a resident of the state of Colorado at the time of this Contract, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a *bona fide* qualification. A resident of the state of Colorado is a person with a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last 30 days. Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed $500,000 in the aggregate for any fiscal year.

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

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

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

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

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

The Town: Brannon Richards
Town of Superior
124 East Coal Creek Drive
Superior, CO 80027

Contractor: Matt Worland
Goodland Construction, Inc.
760 Nile Street
Golden, CO 80401

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

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

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

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

15. Rights and Remedies. The rights and remedies of the Town under this Contract are in addition to any other rights and remedies provided by law. The expiration of this Contract shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

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

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

TOWN OF SUPERIOR, COLORADO

_____
Mark Lacis, Mayor

ATTEST:

_____
Lydia Yecke, Town Clerk

CONTRACTOR

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

My commission expires: _____

(S E A L)

_____
Notary Public

TOWN OF SUPERIOR - ORIGINAL TOWN ALLEYS

9/16/2024

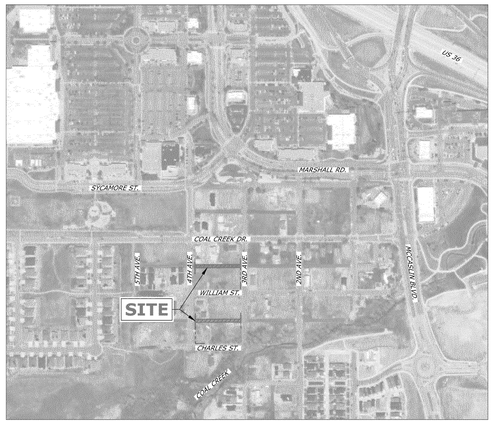
BID TAB

				Elite Surface Infrastructure		ABC Asphalt Inc.		Chatos Concrete LLC		Goodland Construction, Inc.	
Item #	*Item*	*Qty*	*Unit*	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
	PROJECT WIDE WORK										
1	MOBILIZATION, DEMOBILIZATION, PERMITS, FEES, LICENSES, ADMINISTRATION	1	LS	$36,000.00	$ 36,000.00	$22,000.00	$ 22,000.00	$57,000.00	$ 57,000.00	$12,000.00	$ 12,000.00
2	TRAFFIC AND PEDESTRIAN CONTROL	1	LS	$7,320.00	$ 7,320.00	$4,000.00	$ 4,000.00	$25,000.00	$ 25,000.00	$7,500.00	$ 7,500.00
3	SEDIMENT AND EROSION CONTROL	1	LS	$26,475.00	$ 26,475.00	$24,360.00	$ 24,360.00	$15,000.00	$ 15,000.00	$7,300.00	$ 7,300.00
4	UTILITY LOCATE POTHOLING	8	EA	$990.00	$ 7,920.00	$389.50	$ 3,116.00	$1,000.00	$ 8,000.00	$910.00	$ 7,280.00
5	CONSTRUCTION SURVEY	1	LS	$6,670.00	$ 6,670.00	$9,740.00	$ 9,740.00	$25,000.00	$ 25,000.00	$3,455.00	$ 3,455.00
6	PROPERTY PIN RESTORATION	4	EA	$230.00	$ 920.00	$348.00	$ 1,392.00	$500.00	$ 2,000.00	$865.00	$ 3,460.00
7	LANDSCAPE RESTORATION	1	LS	$8,100.00	$ 8,100.00	$2,010.00	$ 2,010.00	$15,000.00	$ 15,000.00	$2,800.00	$ 2,800.00
8	DEMOLITION	1	LS	$4,225.00	$ 4,225.00	$2,520.00	$ 2,520.00	$12,000.00	$ 12,000.00	$6,810.00	$ 6,810.00
9	EARTHWORK	910	CY	$51.40	$ 46,774.00	$64.00	$ 58,240.00	$90.00	$ 81,900.00	$34.00	$ 30,940.00
10	SUBGRADE CONDITIONING	512	CY	$22.00	$ 11,264.00	$29.00	$ 14,848.00	$20.00	$ 10,240.00	$13.00	$ 6,656.00
11	SUBGRADE/BASECOURSE PROOF ROLL	1,580	SY	$1.80	$ 2,844.00	$3.75	$ 5,925.00	$5.00	$ 7,900.00	$1.80	$ 2,844.00
12	CONCRETE ALLEY CONSTRUCTION	1,395	SY	$81.35	$ 113,483.25	$66.25	$ 92,418.75	$89.00	$ 124,155.00	$78.00	$ 108,810.00
13	CONCRETE CURB AND GUTTER CONSTRUCTION	710	LF	$31.65	$ 22,471.50	$32.75	$ 23,252.50	$35.00	$ 24,850.00	$27.00	$ 19,170.00
14	CONCRETE DRIVEWAY APRON CONSTRUCTION	27	SY	$75.20	$ 2,030.40	$82.75	$ 2,234.25	$98.00	$ 2,646.00	$108.00	$ 2,916.00
15	UNFORSEEN UTILITY CONFLICTS	1	LS	$10,000.00	$ 10,000.00	$10,000.00	$ 10,000.00	$10,000.00	$ 10,000.00	$10,000.00	$ 10,000.00
16	IMPORTED BASE COURSE	512	CY	$84.60	$ 43,315.20	$85.00	$ 43,520.00	$40.00	$ 20,480.00	$40.50	$ 20,736.00
	Total Bid Price - ORIGINAL TOWN ALLEYS				**$349,812.35**		**$319,576.50**		**$441,171.00**		**$252,677.00**
Item #	*Item*	*Qty*	*Unit*	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
	1ST TO 2ND ALLEY ALTERNATE										
17	MOBILIZATION, DEMOBILIZATION, PERMITS, FEES, LICENSES, ADMINISTRATION	1	LS	$26,450.00	$ 26,450.00	$15,000.00	$ 15,000.00	$26,000.00	$ 26,000.00	$7,500.00	$ 7,500.00
18	TRAFFIC AND PEDESTRIAN CONTROL	1	LS	$3,660.00	$ 3,660.00	$1,850.00	$ 1,850.00	$10,000.00	$ 10,000.00	$3,500.00	$ 3,500.00
19	SEDIMENT AND EROSION CONTROL	1	LS	$9,200.00	$ 9,200.00	$3,460.00	$ 3,460.00	$7,000.00	$ 7,000.00	$3,650.00	$ 3,650.00
20	UTILITY LOCATE POTHOLING	2	EA	$900.00	$ 1,800.00	$389.50	$ 779.00	$1,000.00	$ 2,000.00	$910.00	$ 1,820.00
21	CONSTRUCTION SURVEY	1	LS	$3,660.00	$ 3,660.00	$6,260.00	$ 6,260.00	$8,000.00	$ 8,000.00	$2,500.00	$ 2,500.00
22	PROPERTY PIN RESTORATION	2	EA	$460.00	$ 920.00	$348.00	$ 696.00	$500.00	$ 1,000.00	$865.00	$ 1,730.00
23	LANDSCAPE RESTORATION	1	LS	$3,665.00	$ 3,665.00	$1,010.00	$ 1,010.00	$8,000.00	$ 8,000.00	$1,500.00	$ 1,500.00
24	EARTHWORK	613	CY	$51.00	$ 31,263.00	$68.75	$ 42,143.75	$90.00	$ 55,170.00	$34.00	$ 20,842.00
25	SUBGRADE CONDITIONING	228	CY	$12.35	$ 2,815.80	$32.75	$ 7,467.00	$20.00	$ 4,560.00	$13.00	$ 2,964.00
26	SUBGRADE/BASECOURSE PROOF ROLL	684	SY	$2.05	$ 1,402.20	$4.25	$ 2,907.00	$5.00	$ 3,420.00	$1.75	$ 1,197.00
27	CONCRETE ALLEY CONSTRUCTION (WITH INTEGRAL ROLL OVER CURB)	684	SY	$94.00	$ 64,296.00	$79.75	$ 54,549.00	$93.00	$ 63,612.00	$119.00	$ 81,396.00
28	UNFORSEEN UTILITY CONFLICTS	1	LS	$2,000.00	$ 2,000.00	$2,000.00	$ 2,000.00	$2,000.00	$ 2,000.00	$2,000.00	$ 2,000.00
29	IMPORTED BASE COURSE	228	CY	$87.40	$ 19,927.20	$83.25	$ 18,981.00	$40.00	$ 9,120.00	$40.50	$ 9,234.00
Total Alternate Price - ORIGINAL TOWN ALLEYS					**$171,059.20**		**$157,102.75**		**$199,882.00**		**$139,833.00**

CONSTRUCTION PLANS FOR

ORIGINAL TOWN ALLEY PAVING

TOWN OF SUPERIOR, COUNTY OF BOULDER, STATE OF COLORADO



NORTH

PROJECT LOCATION MAP

SCALE: 1" = 500'

SURVEY NOTE:

ALL TOPOGRAPHIC AND SURVEY DATA PROVIDED BY AMERICAN WEST LAND SURVEYING CO., DATED MAY 1ST, 2024.

HORIZONTAL COORDINATES ARE BASED UPON THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE (0501).

ELEVATIONS ARE BASED UPON STATIC GPS OBSERVATIONS POST PROCESSED THROUGH THE NATIONAL GEODETIC SURVEY'S ONLINE POSITIONING USER SERVICE (OPUS) AND ARE REPORTED IN NAVD 88 (GEOID 18).

PROJECT CONTROL COORDINATE TABLE

POINT NUMBER	*NORTHING*	*EASTING*	*ELEVATION*	*DESCRIPTION*
20172	1226308.71	3093564.86	5504.50	1 1/2" ALUMINUM CAP, PLS 29038
20231	1226448.48	3093514.03	5505.19	1 1/2" ALUMINUM CAP, ILLEGIBLE
20338	1226466.68	3093264.04	5509.52	1 1/2" ALUMINUM CAP, ILLEGIBLE
20469	1226444.68	3093054.38	5514.15	1/2" REBAR
20973	1225918.87	3092847.07	5520.67	CHISLED "T" IN CONCRETE
21016	1225901.16	3093000.38	5513.53	1" PINK PLASTIC CAP "FLATIRONS CONTROL POINT"
21075	1225946.20	3093207.49	5509.21	1 1/2" ALUMINUM CAP, ILLEGIBLE
21105	1225946.50	3093267.63	5508.16	1 1/2" ALUMINUM CAP, PLS 38383
21167	1226088.27	3093566.76	5501.53	1 1/4" YELLOW PLASTIC CAP, PLS 37908
21195	1226108.00	3093516.25	5503.33	1" BLUE PLASTIC CAP, ILLEGIBLE
21197	1226087.93	3093516.60	5502.85	1 1/4" YELLOW PLASTIC CAP, PLS 37908
21219	1226107.61	3093466.18	5505.52	1" BLUE PLASTIC CAP, PLS 38744
21226	1226087.39	3093466.37	5503.77	1 1/4" YELLOW PLASTIC CAP, PLS 37908
21248	1226087.02	3093416.31	5507.20	1 1/4" YELLOW PLASTIC CAP, PLS 37908
21262	1226088.66	3093366.08	5508.46	1 1/4" YELLOW PLASTIC CAP, PLS 37908
21268	1226106.67	3093350.98	5508.38	1" YELLOW PLASTIC CAP, PLS 37990
21289	1226105.99	3093265.84	5509.46	1" YELLOW PLASTIC CAP, PLS 37990
21336	1226085.51	3093206.10	5510.06	1 1/2" ALUMINUM CAP, PLS 38383
21350	1226105.30	3093155.78	5511.81	1 1/2" ALUMINUM CAP, PLS 29408
21403	1226084.07	3092956.44	5517.41	1 1/2" ALUMINUM CAP, PLS 29038

SHEET INDEX

SHEET NUMBER	SHEET TITLE
CS1.0	COVER
CS1.1	NOTES 1
CS1.2	NOTES 2
C1.0	DEMO PLAN
C2.0	NORTH ALLEY FLOWLINE PLAN & PROFILE
C2.1	SOUTH ALLEY FLOWLINE PLAN & PROFILE
C3.0	NORTH ALLEY CROSS-SECTIONS
C3.1	SOUTH ALLEY CROSS-SECTIONS
C4.0	DETAILS

PREPARED FOR:

TOWN OF SUPERIOR
124 E COAL CREEK DRIVE
SUPERIOR, CO 80027
303.499.3675

PREPARED BY:

CIVIL RESOURCES, LLC
8308 COLORADO BLVD
SUITE 200
FIRESTONE, CO 80530
303.833.1416

811 KNOW WHAT'S BELOW CALL BEFORE YOU DIG

CIVIL RESOURCES
8308 COLORADO BLVD
SUITE 200
FIRESTONE, CO 80530
303.833.1416
WWW.CIVILRESOURCES.COM

Town of Superior
124 E COAL CREEK DRIVE
SUPERIOR, CO 80027
303.499.3675

ORIGINAL TOWN ALLEY PAVING
TOWN OF SUPERIOR
STATE OF COLORADO

REVISIONS

NO.	DESCRIPTION	DATE

DESIGNED BY: RJJ
DRAWN BY: RJJ
CHECKED BY: JAB
DATE: 07/25/2024
SCALE: AS NOTED
JOB NO.: 218.001.09
DWG NAME: 218.001.09_CVR.DWG

COVER

SHEET:
CS1.0

NOTES:

GENERAL:

1. ALL CONSTRUCTION SHALL CONFORM TO THE DRAWINGS AND SPECIFICATIONS AND SHALL NOT BE CHANGED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE OWNER'S REPRESENTATIVE.
2. THE CONTRACTOR IS RESPONSIBLE FOR CONTROL OF POLLUTION, SURFACE WATER AND EROSION THROUGHOUT THE DURATION OF THE CONTRACT.
3. THE EXACT LOCATION OF ANY UTILITY LINES AND COORDINATION OF ANY DISRUPTION IN SERVICES WITH AFFECTED PARTIES IS THE RESPONSIBILITY OF THE CONTRACTOR.
4. THE DESIGN ENGINEER IS TO BE NOTIFIED BY THE CONTRACTOR OF ANY DISCREPANCY OR CONFLICT PRIOR TO CONTINUING CONSTRUCTION.
5. ALL LOCATIONS AND ELEVATIONS SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION. NOTIFY THE ENGINEER OF ANY FEATURES NOT SHOWN ON THESE DRAWINGS WHICH ARE THOUGHT TO POTENTIALLY IMPACT CONSTRUCTION.
6. ALL CONCRETE SHALL BE COMPLETED AND ALLOWED TO CURE SUFFICIENTLY PRIOR TO COMMENCING BACKFILL IN ACCORDANCE TO THE PROJECT SPECIFICATIONS.

EARTHWORK:

1. THE SITE SHALL BE CLEARED AND GRUBBED PRIOR TO ANY EXCAVATION. WOODY MATERIAL IS TO BE CHIPPED AND STORED WITH TOPSOIL.
2. TOPSOIL SHALL BE TEMPORARILY STOCKPILED WITHIN THE WORK AREA IN SUCH A WAY AS TO AVOID EROSION LOSSES. TEMPORARY SEEDING MAY BE REQUIRED.
3. FINE GRADING OF THE FINISHED SITE (I.E., TOP SOILED SURFACE) IS NOT REQUIRED UNTIL SEEDING, HOWEVER ALL AREAS WHERE EARTHWORK IS CONDUCTED SHALL BE RELATIVELY SMOOTH AND UNIFORM. RUTS, LARGE CLUMPS AND ROUGH AREAS SHALL BE SMOOTHED BY THE CONTRACTOR TO THE SATISFACTION OF THE OWNER BY USE OF HARROW OR DISC. TRASH, DEBRIS, AND STONES LARGER THAN 6 INCHES ARE ALL TO BE REMOVED AND DISPOSED OF PROPERLY.
4. CONTROL OF GROUNDWATER AND SURFACE WATER NECESSARY TO CONDUCT THE EARTHWORK IS THE RESPONSIBILITY OF THE CONTRACTOR. ADDITIONAL GROUNDWATER CONTROLS OTHER THAN THOSE SHOWN AS PERMANENT ON THE PLANS WILL BE NECESSARY TO COMPLETE THE WORK.
5. CONTRACTOR IS RESPONSIBLE FOR ALL DUST CONTROL REQUIRED. WATER IS PERMISSIBLE TO USE AND AVAILABLE ON THE SITE THROUGH A HYDRANT METER AT THE CONTRACTOR'S COST. CHEMICAL AGENTS FOR DUST CONTROL MUST BE APPROVED PRIOR TO USE.
6. ANY MODIFICATIONS TO THE ELEVATIONS, GRADES AND EARTHWORK SHALL BE APPROVED AHEAD OF TIME BY THE OWNER'S ENGINEER. ALL CHANGES ARE TO BE REFLECTED ON THE CONTRACTOR'S "RED LINED" AS-BUILT DRAWINGS.

SITE ACCESS & PROTECTION:

1. CONTRACTOR SHALL USE ONLY DESIGNATED ACCESS ROUTES TO THE PROJECT SITE, AND SHALL REPAIR AREAS DAMAGED OUTSIDE OF THE DESIGNATED CONSTRUCTION ZONE FOR THE PROJECT AT THEIR OWN EXPENSE.
2. CONTRACTOR IS RESPONSIBLE FOR LOCATING AND MARKING ALL UTILITIES IN THE PROJECT SITE, AND FOR PROTECTING ALL UTILITIES DURING CONSTRUCTION. DAMAGED UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
3. CONTRACTOR IS RESPONSIBLE FOR HAULING AND PLACING OF ALL EXCESS MATERIALS FROM THE SITE.
4. THE CONTRACTOR IS TO LIMIT ACCESS TO THE SITE BY UNAUTHORIZED PERSONS WITH A SECURITY FENCE AND CLEARLY MARK THE CONSTRUCTION ZONE.

UTILITIES:

1. THE UTILITY INFORMATION SHOWN IS PLOTTED FROM THE BEST AVAILABLE DATA.
2. EXISTING WET UTILITY LOCATIONS ARE PLOTTED PER FIELD SURVEY COMPLETED BY AMERICAN WEST LAND SURVEYING CO., DATED MAY 1ST, 2024.
3. EXISTING DRY UTILITIES PLOTTED PER FIELD LOCATES COMPLETED BY AMERICAN WEST LAND SURVEYING CO., DATED MAY 1ST, 2024.
2. THE CONTRACTOR IS RESPONSIBLE FOR MAKING THEIR OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.
3. THE CONTRACTOR IS TO CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AT 1-800-922-1987 FOR UTILITY LOCATIONS AT LEAST 2 BUSINESS DAYS, NOT INCLUDING THE DAY OF ACTUAL NOTICE, PRIOR TO EXCAVATING.

TOWN OF SUPERIOR NOTES:

GENERAL:

1. DEFINITIONS:
   OWNER: PROPERTY OWNER(S)
   CONTRACTOR: THE PERSON OR GROUP COMPLETING THE WORK
   ENGINEER: PROFESSIONAL ENGINEER OF RECORD
   TOWN or 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 AND 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, 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.
6. A 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 PRECONSTRUCTION MEETING
7. AN ON-SITE PRECONSTRUCTION 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 ROCKY MOUNTAIN FIRE 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 AFFECT 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 PROPWETY 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 IT'S 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 POTHOLING 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 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.
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 LICENSE 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. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING PROPERTY PINS ADJACENT TO BOTH SIDES OF THE ALLEY/ROADWAY. CONTRACTOR SHALL BE RESPONSIBLE FOR REESTABLISHING AND RESETTING ANY DAMAGED PROPERTY PINS USING A LICENSED LAND SURVEYOR IN ACCORDANCE WITH ALL TOWN, COUNTY, AND STATE LAWS AND REGULATIONS.

CIVIL RESOURCES
8308 COLORADO BLVD
SUITE 200
FIRESTONE, CO 80530
303.833.1416
WWW.CIVILRESOURCES.COM

Town of Superior
124 E COAL CREEK DRIVE
SUPERIOR, CO 80027
303.499.3675

ORIGINAL TOWN ALLEY PAVING
TOWN OF SUPERIOR
STATE OF COLORADO

REVISIONS

NO.	DESCRIPTION	DATE

DESIGNED BY:	RJJ	DATE:	07/25/2024
DRAWN BY:	RJJ	SCALE:	AS NOTED
CHECKED BY:	JAB		
JOB NO.:	218.001.09		
DWG NAME:	218.001.09_CVR.DWG		

NOTES 1

SHEET:
CS1.1

TOWN OF SUPERIOR NOTES (CONT.):

EROSION CONTROL:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SEDIMENT AND EROSION CONTROL AT THE SITE THROUGHOUT CONSTRUCTION.
2. PERIMETER SILT FENCING SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITY (STOCKPILING, STRIPPING, GRADING, ETC.)
3. BEST MANAGEMENT PRACTICES (BMPS) SHALL BE USED AS NECESSARY TO ADDRESS SEDIMENT AND DUST FROM SITE DISTURBANCE. ADDITIONAL MEASURES MAY BE REQUIRED AT THE DIRECTION OF THE ENGINEER.
4. BMPS MAY INCLUDE, BUT ARE NOT LIMITED TO:

A. MINIMAL DISTURBANCE FOR MINIMAL TIME PERIODS.
B. GRAVEL CONSTRUCTION ACCESS.
C. SILT FENCE, STRAW BALE OR SAND BAG BARRIERS, ROCK CHECK DAMS.
D. STORM SEWER INLET PROTECTION.
E. SEDIMENT CAPTURE PONDS.
F. SITE WATERING FOR DUST SUPPRESSION.

5. BMPS SHALL BE MAINTAINED AND KEPT IN GOOD REPAIR FOR THE DURATION OF THE PROJECT. THE CONTRACTOR SHALL INSPECT BMPS WEEKLY AND AFTER SIGNIFICANT (GREATER THAN 0.1" PRECIPITATION) STORM EVENTS. THE MAINTENANCE AND REPAIR SHALL BE COMPLETED IN A TIMELY MANNER. SEDIMENT AND DEBRIS SHALL BE REMOVED WHEN THEY REACH HALF THE BMP HEIGHT OR IMPACT THE FUNCTION OF THE BMP.
6. SOIL STOCKPILES SHALL BE PROTECTED FROM SEDIMENT TRANSPORT BY SURFACE ROUGHENING, WATERING AND PERIMETER SILT FENCING. SOILS THAT WILL BE STOCKPILED FOR MORE THAN 30 DAYS SHALL BE MULCHED AND SEEDED WITH A GRASS COVER WITHIN 14 DAYS OF STOCKPILE CONSTRUCTION.
7. THE CONTRACTOR SHALL INSURE ALL LOADS OF CUT AND FILL SOILS IMPORTED TO OR EXPORTED FROM THE SITE ARE PROPERLY LOADED AND COVERED TO PREVENT LOSS DURING TRANSPORT.
8. THE CONTRACTOR SHALL REMOVE SEDIMENT, MUD, AND CONSTRUCTION DEBRIS RESULTING FROM THIS PROJECT FROM FLOW LINES AND PAVEMENT OF PUBLIC STREETS IN A TIMELY MANNER.
9. SOILS EXPOSED DURING LAND DISTURBING ACTIVITY SHALL BE KEPT IN A ROUGHENED CONDITION BY RIPPING OR DISCING ALONG LAND CONTOURS UNTIL MULCH, VEGETATION OR OTHER PERMANENT EROSION CONTROL IS IN PLACE. NO SOILS SHALL REMAIN EXPOSED BY LAND DISTURBING ACTIVITY FOR MORE THAN THIRTY (30) DAYS BEFORE REQUIRED TEMPORARY OR PERMANENT EROSION CONTROL IS INSTALLED UNLESS OTHERWISE APPROVED.
10. VEHICLE TRACKING CONTROL, INLET/OUTLET, ROCK SOCK, AND SILT FENCE PROTECTION WILL BE USED TO CONTROL EROSION DURING CONSTRUCTION.
11. ALL TEMPORARY SEDIMENT CONTROLS WILL BE REMOVED WITHIN 30 DAYS AFTER THE FINAL STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED, WHICHEVER COMES FIRST.
12. NATURAL VEGETATION SHALL BE RETAINED AND PROTECTED WHENEVER POSSIBLE. EXPOSURE OF SOIL TO EROSION FROM REMOVAL OR DISTURBANCE OF VEGETATION SHALL BE LIMITED TO THE AREA REQUIRED FOR IMMEDIATE CONSTRUCTION OPERATIONS AND FOR THE SHORTEST PRACTICAL PERIOD OF TIME.
13. USE CURRENT CDOT/MHFD STANDARD DETAILS.

BOULDER COUNTY FOOTHILLS FIREWISE SEED MIX
TO BE USED FOR STABILIZATION OF ALL DISTURBED, NON-PAVED AREAS

PLS lbs/acre	Species	Common Name
12.06	Triticosecale	Quickguard Sterile Triticale
4.9	Elymus elymoides	Bottlebrush Squirreltail
3.35	Elymus lanceolatus	Critana Thickspike Wheatgrass
2.63	Elymus trachycaulus	lender Wheatgrass
1.37	Bouteloua curtipendulaNiner	Side Oats Grama
1.21	Schizachyrium scoparium	Little Bluestem
0.95	Bouteloua gracilis	Blue Grama
0.68	Poa secunda	Sandberg Bluegrass
0.37	Koeleria macrantha	Junegrass
0.24	Festuca saximontana	Rocky Mt Fescue
0.21	Ratibida columnifera	Yellow Coneflower
0.06	Achillea millefolium	Yarrow
0.03	Artemisia ludoviciana	Prairie Sage

CIVIL RESOURCES
8308 COLORADO BLVD
SUITE 200
FIRESTONE, CO 80530
303.833.1416
WWW.CIVILRESOURCES.COM

Town of Superior
124 E COAL CREEK DRIVE
SUPERIOR, CO 80027
303.499.3675

ORIGINAL TOWN ALLEY PAVING
TOWN OF SUPERIOR
STATE OF COLORADO

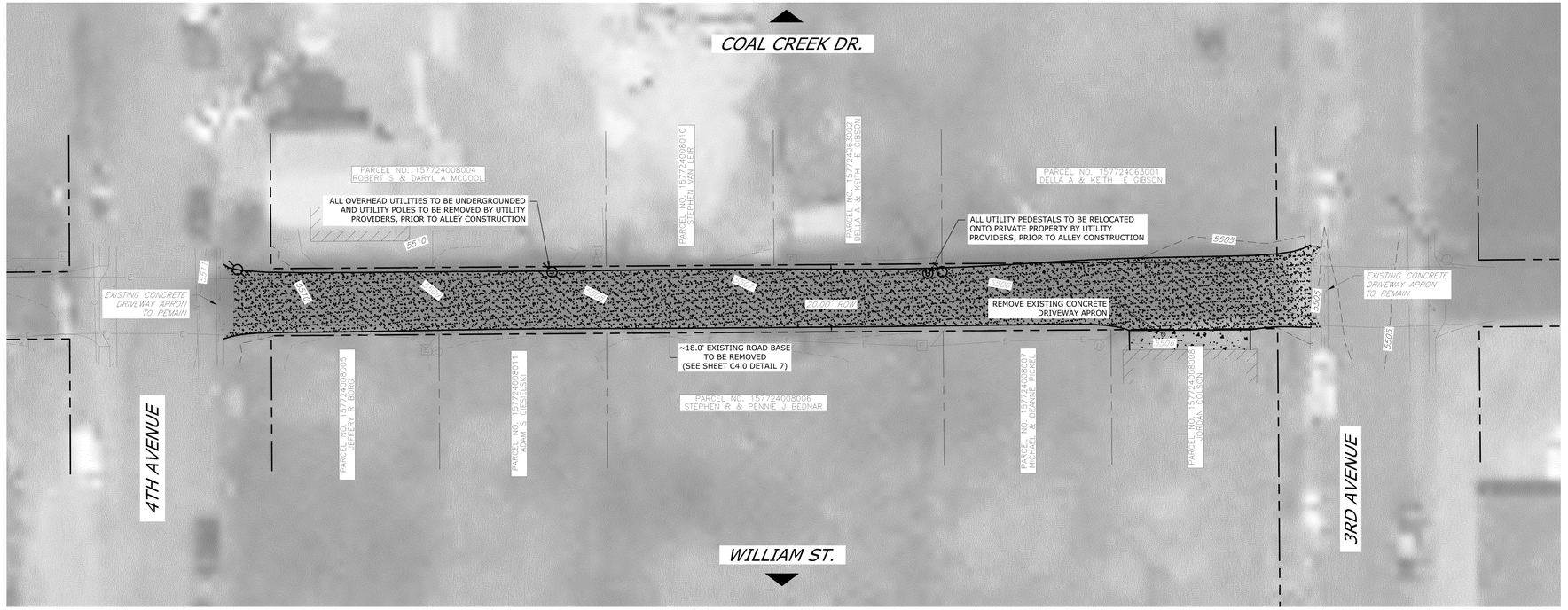
REVISIONS

NO.	DESCRIPTION	DATE

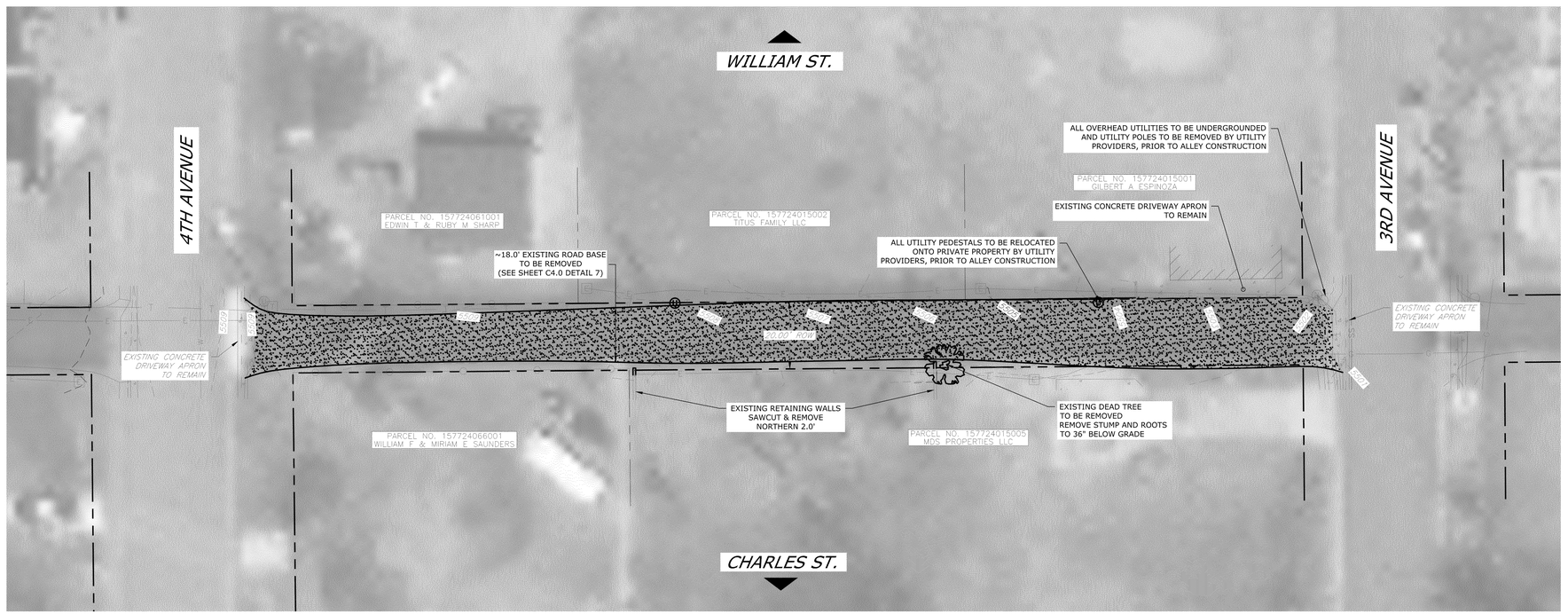
DESIGNED BY: RJJ
DRAWN BY: RJJ
CHECKED BY: JAB
DATE: 07/25/2024
SCALE: AS NOTED
JOB NO.: 218.001.09
DWG NAME: 218.001.09_CVR.DWG

NOTES 2

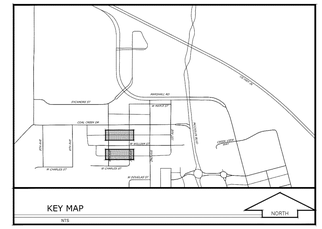
SHEET:
CS1.2



PLAN: NORTH ALLEY



PLAN: SOUTH ALLEY



LEGEND

- PROPERTY LINE/ROW LINE
- MAJOR CONTOUR — 5740
- MINOR CONTOUR — 5736
- FENCE
- GAS LINE — G
- WATER LINE — W
- TELECOM — T — T
- ELECTRIC — E
- RETAINING WALL
- UTILITY POLE — U
- UTILITY PEDESTAL — E

NORTH

0 10 20

(IN FEET)
1"=20'

Know what's below. Call before you dig.

CIVIL RESOURCES
8308 COLORADO BLVD
SUITE 200
FIRESTONE, CO 80530
303.833.1416
WWW.CIVILRESOURCES.COM

Town of Superior

124 E COAL CREEK DRIVE
SUPERIOR, CO 80027
303.499.3675

ORIGINAL TOWN ALLEY PAVING
TOWN OF SUPERIOR
STATE OF COLORADO

REVISIONS

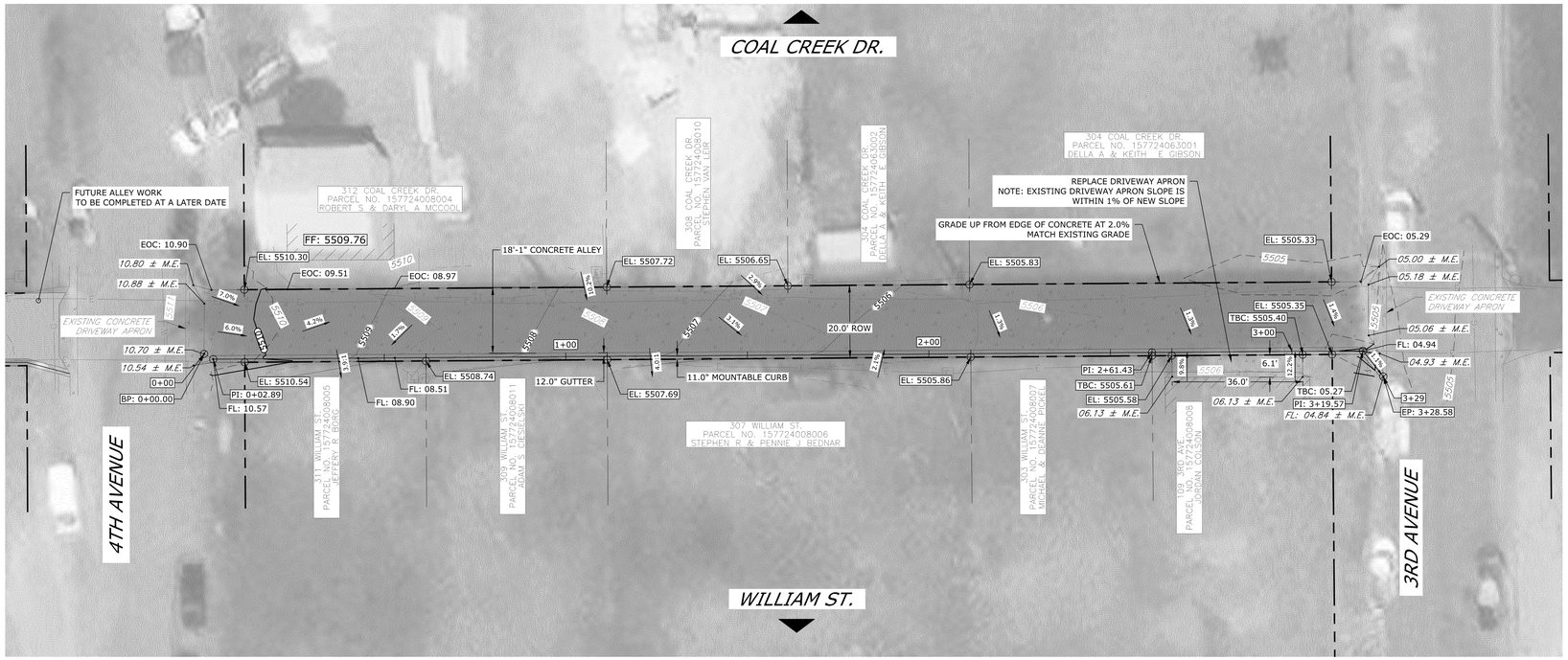
NO.	DESCRIPTION	DATE

DESIGNED BY:	RJJ	DATE:	07/25/2024
DRAWN BY:	RJJ	SCALE:	1" = 20'
CHECKED BY:	JAB		
JOB NO.:	218.001.09		
DWG NAME:	218.001.09_DEMO		

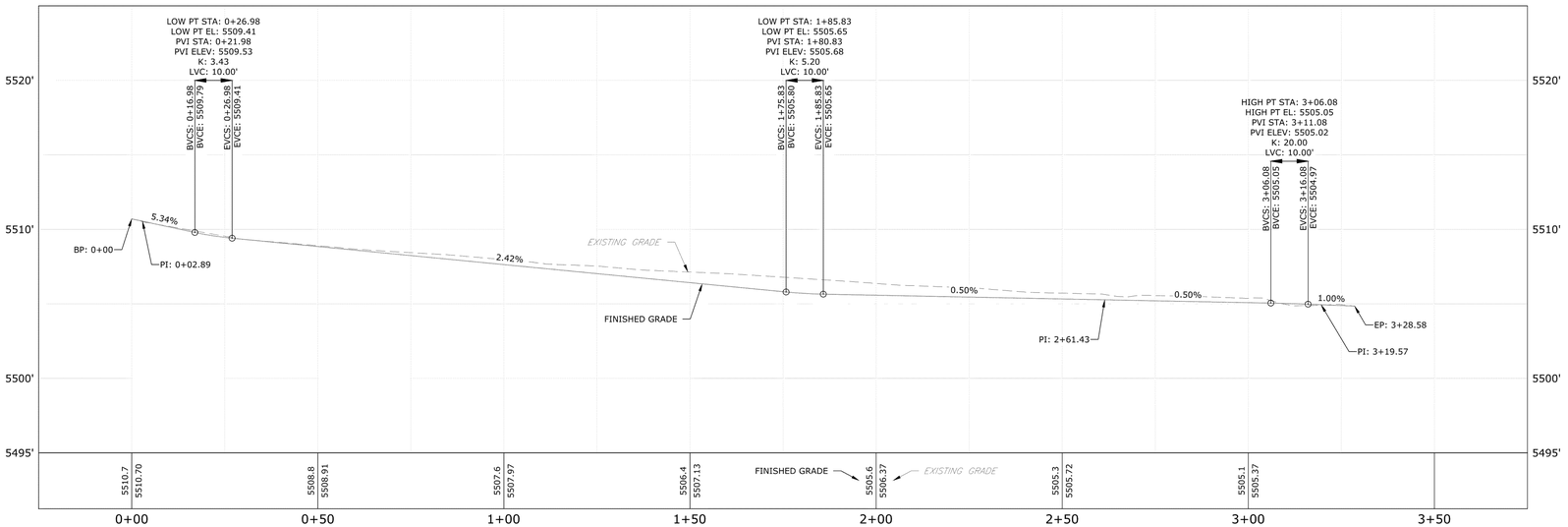
DEMO PLAN

SHEET:
C1.0

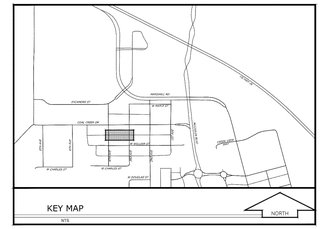
J:\TOWN OF SUPERIOR - 218\218.001.09 ORIGINAL TOWN ALLEY\SYDRAWINGS\SHEETS\218.001.09_DEMO



PLAN: NORTH ALLEY
STA: 0+00 TO END



PROFILE: NORTH ALLEY
STA: 0+00 TO END



LEGEND

PROPOSED		EXISTING
	PROPERTY LINE/ROW LINE	
5740	MAJOR CONTOUR	5740
5736	MINOR CONTOUR	5736
	FENCE	
	GAS LINE	G
	WATER LINE	W
	TELECOM	T
	ELECTRIC	E
	RETAINING WALL	
3.0:1 1.8%	SLOPE AND FLOW DIRECTION	
	ASPHALT	
	CONCRETE	
	UTILITY POLE	
	UTILITY PEDESTAL	
EOA:XX.XX	GRADE AT EDGE OF ASPHALT	
TBC:XX.XX	GRADE AT TOP BACK OF CURB	
FL:XX.XX	FLOWLINE ELEVATION	
FF:XXXX.XX	FINISHED FLOOR ELEVATION	
	MATCH EXISTING ELEVATION	XX.XX ± M.E.

Know what's below. Call before you dig.

CIVIL RESOURCES
8308 COLORADO BLVD
SUITE 200
FIRESTONE, CO 80530
303.833.1416
WWW.CIVILRESOURCES.COM

Town of Superior
124 E COAL CREEK DRIVE
SUPERIOR, CO 80027
303.499.3675

ORIGINAL TOWN ALLEY PAVING
TOWN OF SUPERIOR
STATE OF COLORADO

REVISIONS

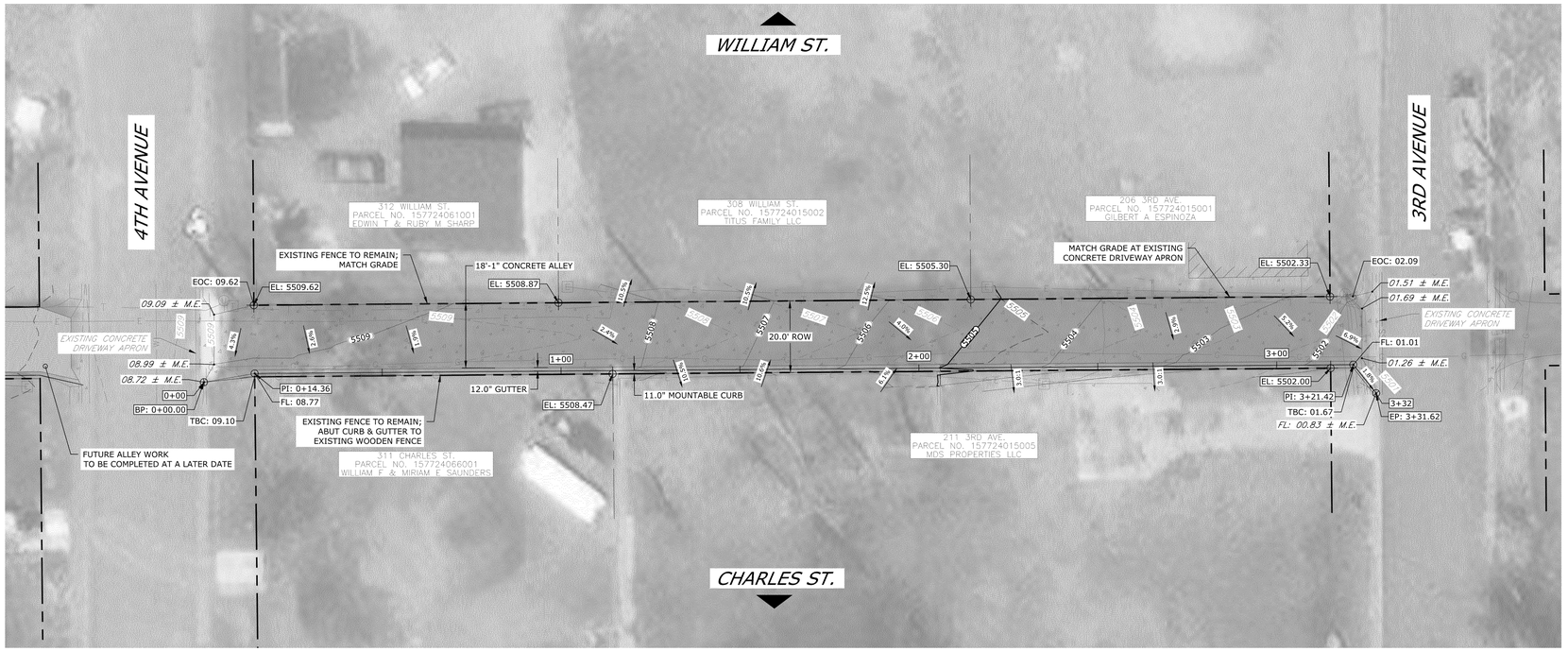
NO.	DESCRIPTION	DATE

DESIGNED BY:	RJJ	DATE:	07/25/2024
DRAWN BY:	RJJ	SCALE:	H: 1"=20'
CHECKED BY:	JAB		V: 1"=5'
JOB NO.:	218.001.09		
DWG NAME:	218.001.09_ALLEY P&P		

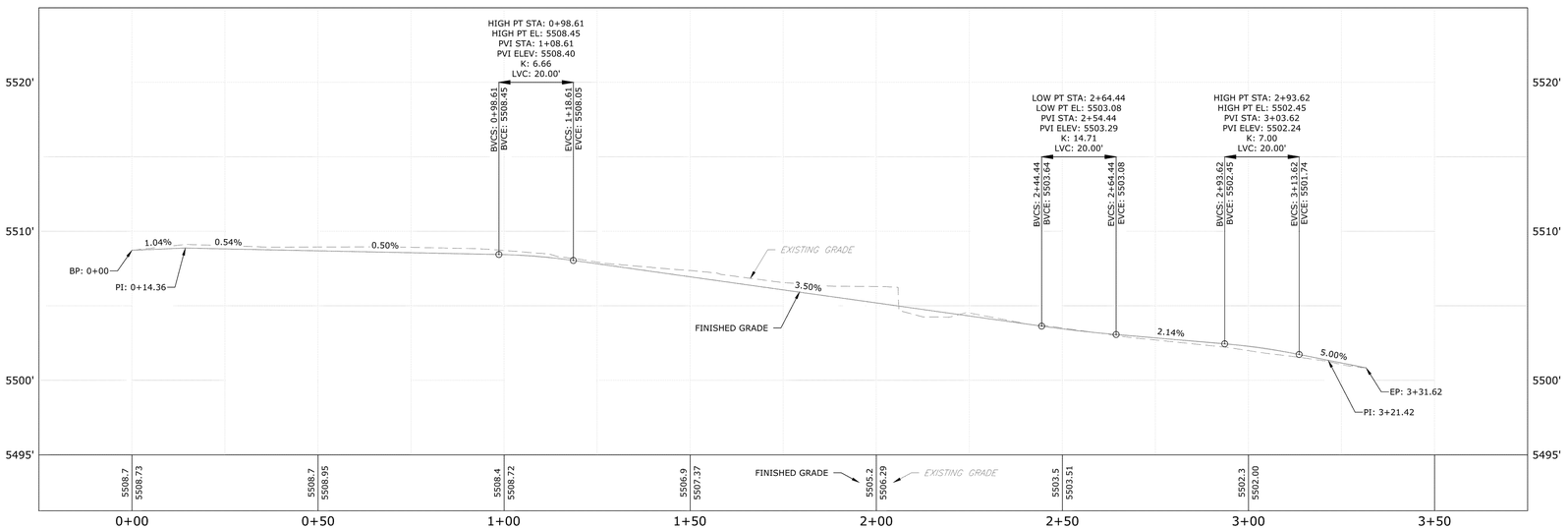
NORTH ALLEY FLOWLINE PLAN & PROFILE

SHEET:
C2.0

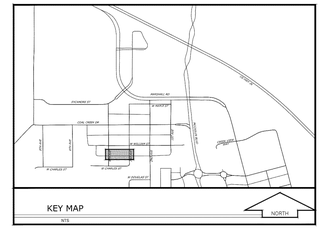
J:\TOWN OF SUPERIOR - 218\218.001.09 ORIGINAL TOWN ALLEYS\DRAWINGS\SHEETS\218.001.09_ALLEY P&P



PLAN: SOUTH ALLEY
STA: 0+00 TO END



PROFILE: SOUTH ALLEY
STA: 0+00 TO END



NORTH
0 10 20
(IN FEET)
(1"=20')

LEGEND

PROPOSED		EXISTING
	PROPERTY LINE/ROW LINE	
5740	MAJOR CONTOUR	5740
5736	MINOR CONTOUR	5736
	FENCE	
	GAS LINE	G
	WATER LINE	W
	TELECOM	T T
	ELECTRIC	E
	RETAINING WALL	
3.0:1 1.8%	SLOPE AND FLOW DIRECTION	
	ASPHALT	
	CONCRETE	
	UTILITY POLE	
	UTILITY PEDESTAL	
EOA:XX.XX	GRADE AT EDGE OF ASPHALT	
TBC:XX.XX	GRADE AT TOP BACK OF CURB	
FL:XX.XX	FLOWLINE ELEVATION	
FF:XXXX.XX	FINISHED FLOOR ELEVATION	
	MATCH EXISTING ELEVATION	XX.XX ± M.E.

5
2.5
0
0 10 20
(SCALE IN FEET)
(H: 1"=20')
(V: 1"=5')

Know what's below. Call before you dig.

CIVIL RESOURCES
8308 COLORADO BLVD
SUITE 200
FIRESTONE, CO 80530
303.833.1416
WWW.CIVILRESOURCES.COM

Town of Superior
124 E COAL CREEK DRIVE
SUPERIOR, CO 80027
303.499.3675

ORIGINAL TOWN ALLEY PAVING
TOWN OF SUPERIOR
STATE OF COLORADO

REVISIONS

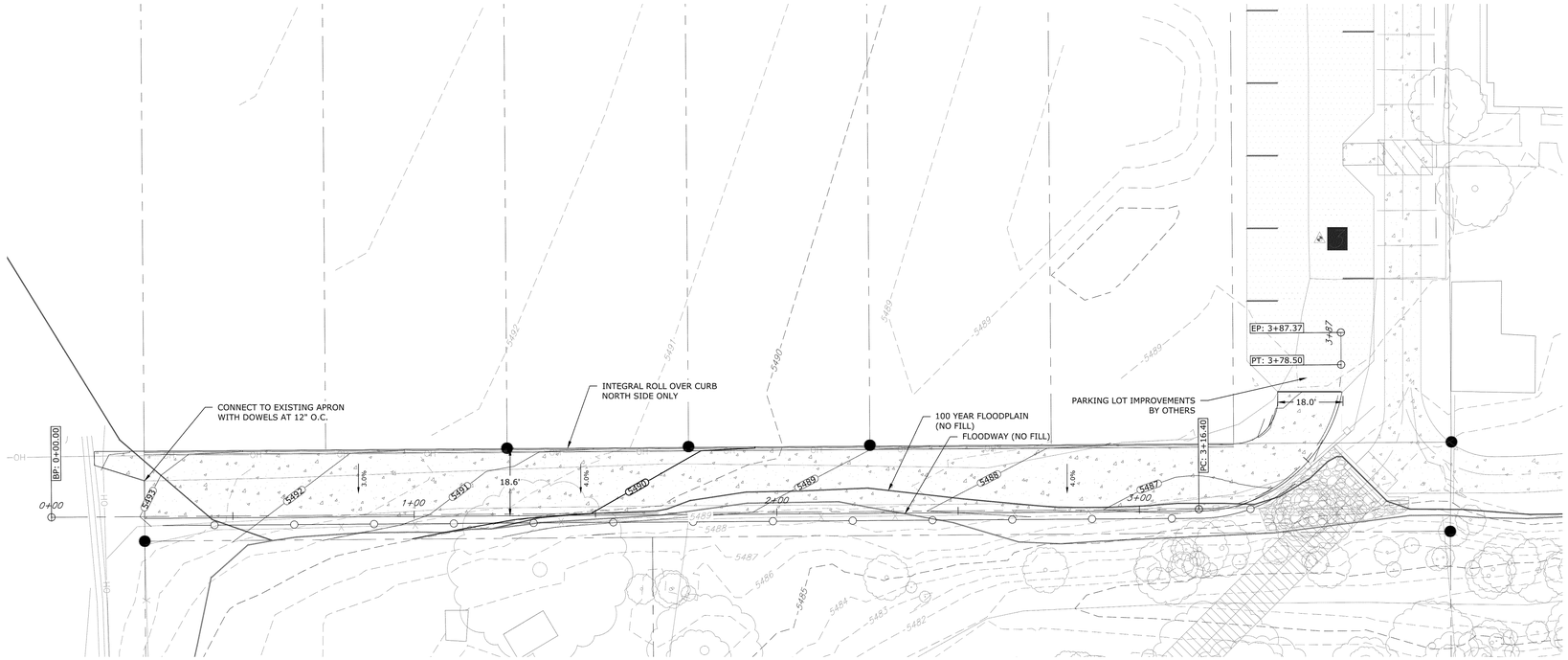
NO.	DESCRIPTION	DATE

DESIGNED BY:	RJJ	DATE:	07/25/2024
DRAWN BY:	RJJ	SCALE:	H: 1"=20'
CHECKED BY:	JAB		V: 1"=5'
JOB NO.:	218.001.09		
DWG NAME:	218.001.09_ALLEY P&P		

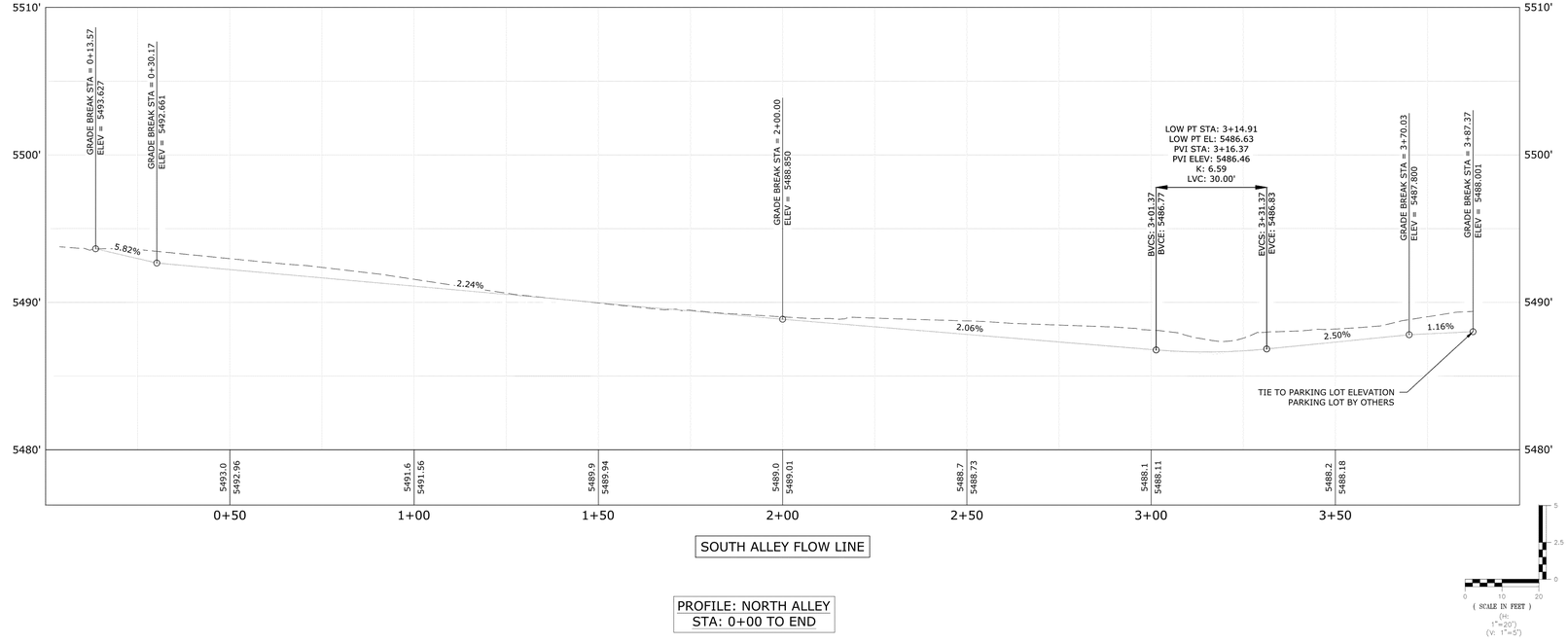
SOUTH ALLEY FLOWLINE PLAN & PROFILE

SHEET:
C2.1

J:\TOWN OF SUPERIOR - 218\218.001.09 ORIGINAL TOWN ALLEYS\DRAWINGS\SHEETS\218.001.09_ALLEY P&P

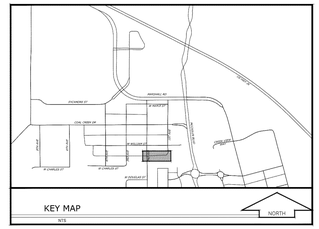


PLAN: 1st to 2nd Alley
STA: 0+00 TO END



SOUTH ALLEY FLOW LINE

PROFILE: NORTH ALLEY
STA: 0+00 TO END



LEGEND

PROPOSED		EXISTING
	PROPERTY LINE/ROW LINE	
5740	MAJOR CONTOUR	5740
5736	MINOR CONTOUR	5736
	FENCE	
	GAS LINE	G
	WATER LINE	W
	TELECOM	T
	ELECTRIC	E
	RETAINING WALL	
3.0:1 1.8%	SLOPE AND FLOW DIRECTION	
	ASPHALT	
	CONCRETE	
	UTILITY POLE	
	UTILITY PEDESTAL	
EOA:XX.XX	GRADE AT EDGE OF ASPHALT	
TBC:XX.XX	GRADE AT TOP BACK OF CURB	
FL:XX.XX	FLOWLINE ELEVATION	
FF:XXXX.XX	FINISHED FLOOR ELEVATION	
	MATCH EXISTING ELEVATION	XX.XX ± M.E.
SCL SCL	SEDIMENT CONTROL LOG	

Know what's below. Call before you dig.

CIVIL RESOURCES
8308 COLORADO BLVD
SUITE 200
FIRESTONE, CO 80530
303.833.1416
WWW.CIVILRESOURCES.COM

Town of Superior
124 E COAL CREEK DRIVE
SUPERIOR, CO 80027
303.499.3675

ORIGINAL TOWN ALLEY PAVING
TOWN OF SUPERIOR
STATE OF COLORADO

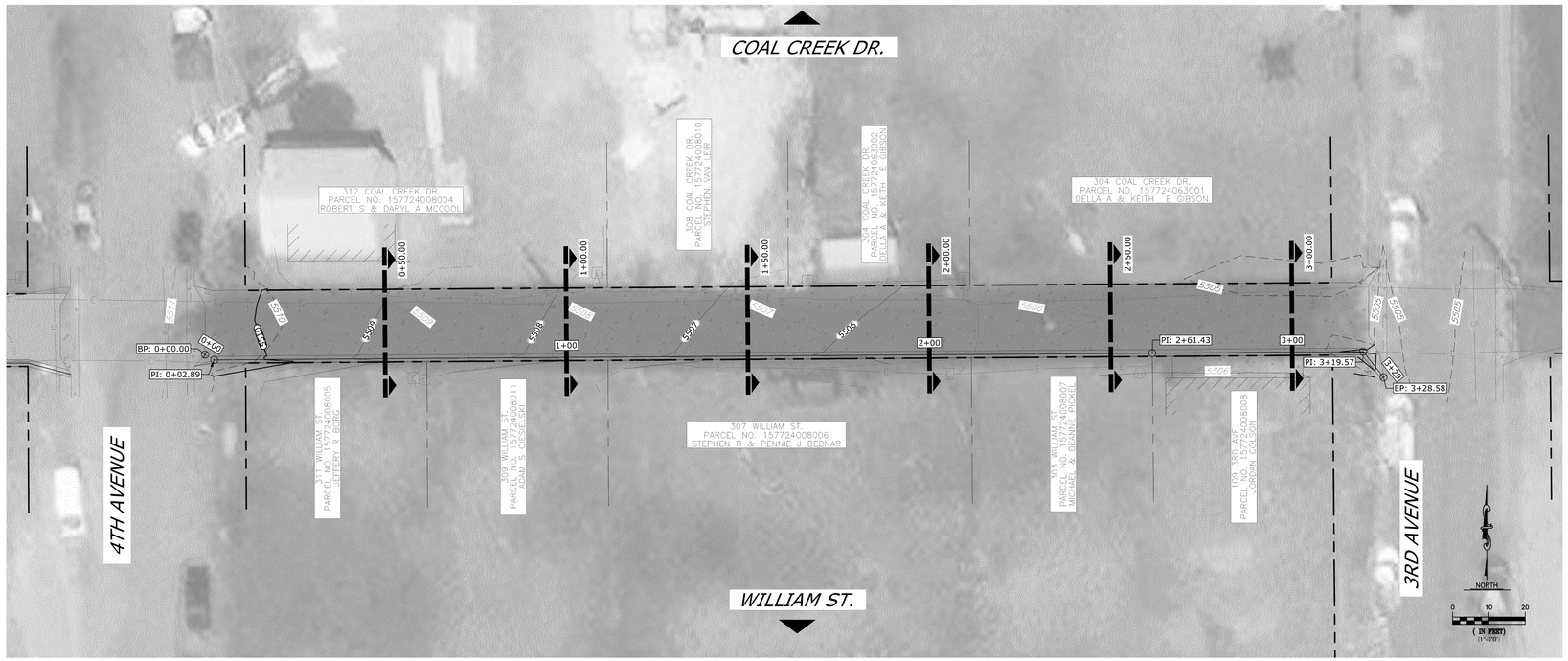
REVISIONS		
NO.	DESCRIPTION	DATE

DESIGNED BY:	RJJ	DATE:	07/25/2024
DRAWN BY:	RJJ	SCALE:	H: 1"=20'
CHECKED BY:	JAB		V: 1"=5'
JOB NO.:	218.001.09		
DWG NAME:	218.001.09_ALLEY P&P 1ST		

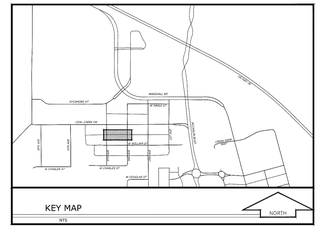
1ST TO 2ND ALLEY FLOWINE PLAN & PROFILE

SHEET:
C2.2

J:\TOWN OF SUPERIOR - 218\218.001.09 ORIGINAL TOWN ALLEYS\DRAWINGS\SHEETS\218.001.09_ALLEY P&P 1ST

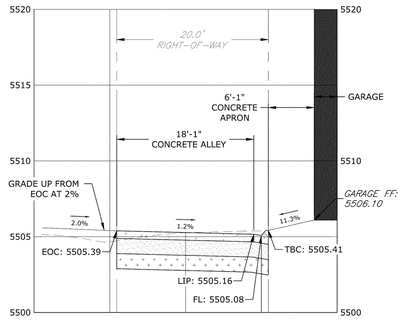


PLAN: NORTH ALLEY
STA: 0+00 TO END

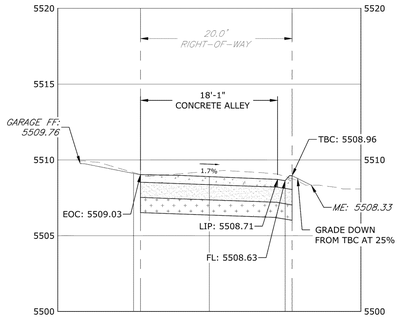


NOTE:

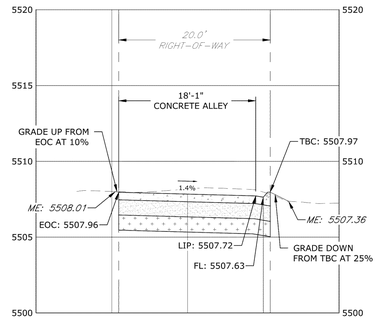
FOR BASE COURSE AND SUBGRADE SOILS PREPARATION, SEE DETAIL 7 ON SHEET C4.0.



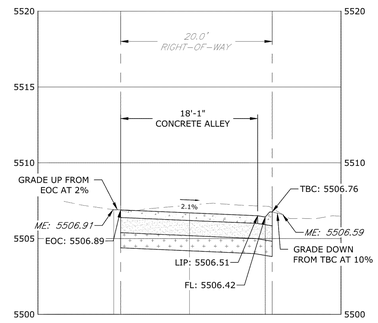
3+00.00



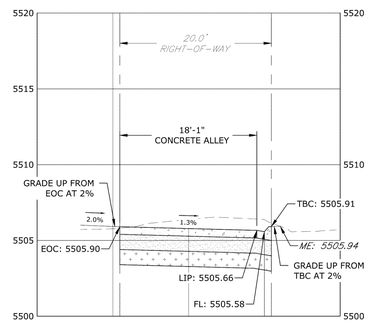
0+50.00



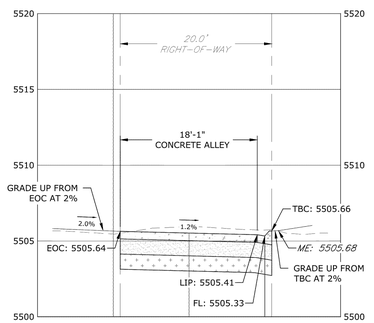
1+00.00



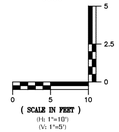
1+50.00



2+00.00



2+50.00



SECTIONS: NORTH ALLEY

Know what's below. Call before you dig.

CIVIL RESOURCES
8308 COLORADO BLVD
SUITE 200
FIRESTONE, CO 80530
303.833.1416
WWW.CIVILRESOURCES.COM

Town of Superior
124 E COAL CREEK DRIVE
SUPERIOR, CO 80027
303.499.3675

ORIGINAL TOWN ALLEY PAVING
TOWN OF SUPERIOR
STATE OF COLORADO

REVISIONS

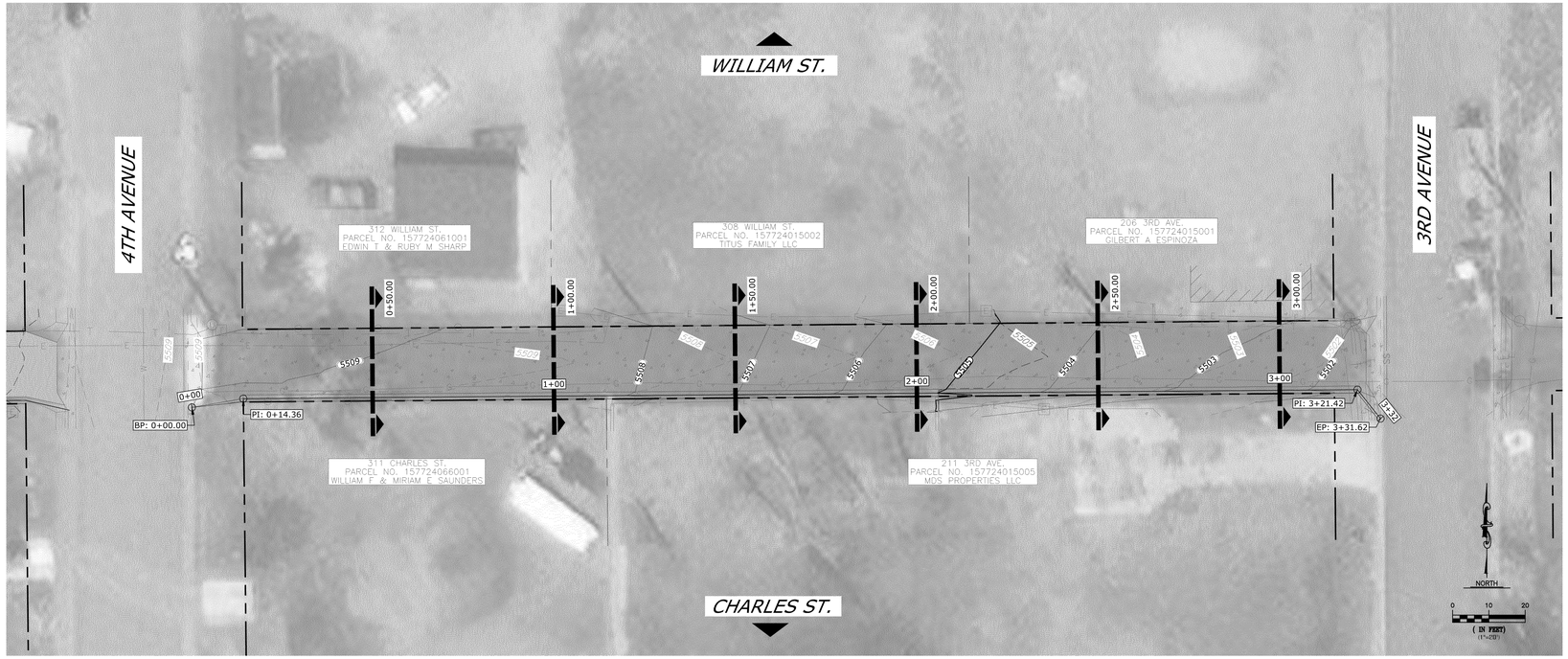
NO.	DESCRIPTION	DATE

DESIGNED BY: RJJ	DATE: 07/25/2024
DRAWN BY: RJJ	SCALE: H: 1"=10'
CHECKED BY: JAB	V: 1"=5'
JOB NO.: 218.001.09	
DWG NAME:218.001.09_ALLEY SECTIONS	

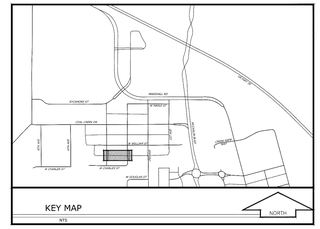
NORTH ALLEY CROSS-SECTIONS

SHEET:
C3.0

J:\TOWN OF SUPERIOR - 218\218.001.09 ORIGINAL TOWN ALLEY\DRAWINGS\SHEETS\218.001.09_ALLEY SECTIONS

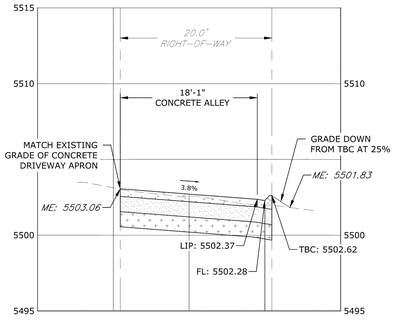


PLAN: SOUTH ALLEY
STA: 0+00 TO END

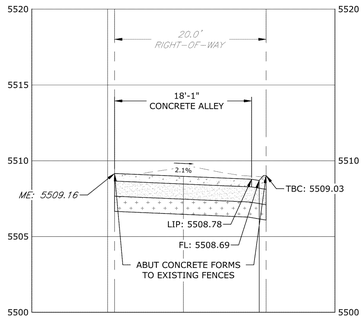


NOTE:

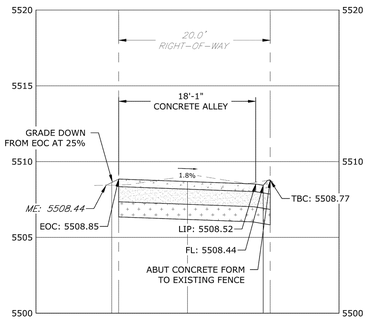
FOR BASE COURSE AND SUBGRADE SOILS PREPARATION, SEE DETAIL 7 ON SHEET C4.0.



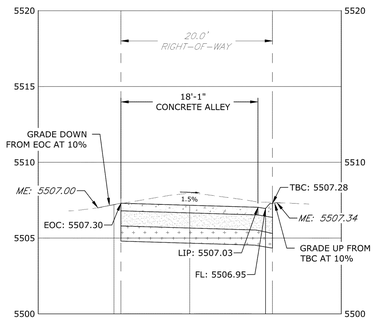
3+00.00



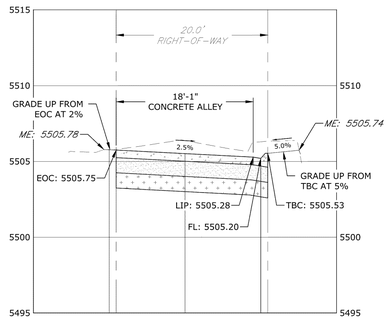
0+50.00



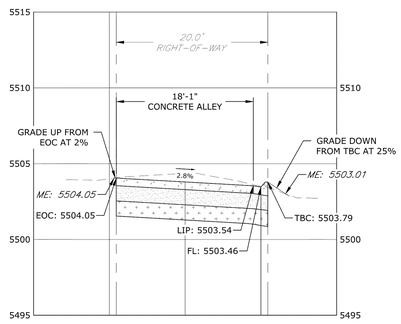
1+00.00



1+50.00



2+00.00



2+50.00

SECTIONS: SOUTH ALLEY

811
Know what's below.
Call before you dig.

CIVIL RESOURCES
8308 COLORADO BLVD
SUITE 200
FIRESTONE, CO 80530
303.833.1416
WWW.CIVILRESOURCES.COM

Town of Superior
124 E COAL CREEK DRIVE
SUPERIOR, CO 80027
303.499.3675

ORIGINAL TOWN ALLEY PAVING
TOWN OF SUPERIOR
STATE OF COLORADO

REVISIONS

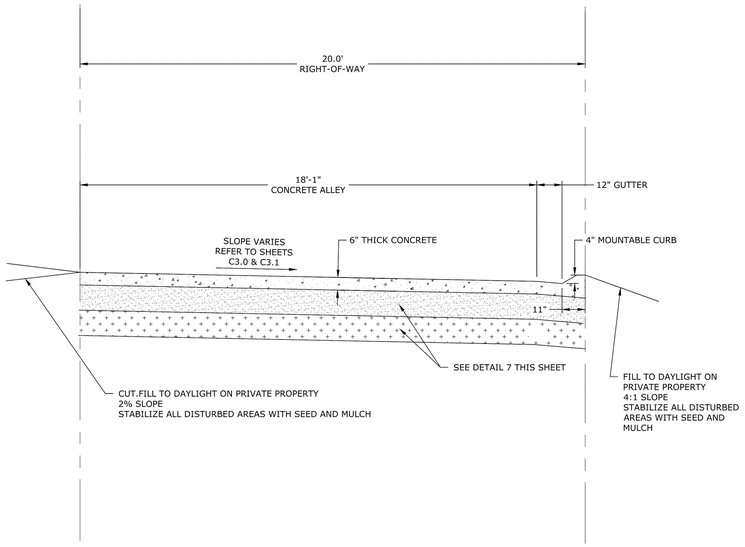
NO.	DESCRIPTION	DATE

DESIGNED BY:	RJJ	DATE:	07/25/2024
DRAWN BY:	RJJ	SCALE:	H: 1"=10'
CHECKED BY:	JAB		V: 1"=5'
JOB NO.:	218.001.09		
DWG NAME:	218.001.09_ALLEY SECTIONS		

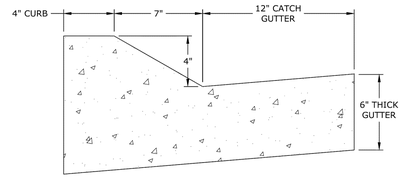
SOUTH ALLEY
CROSS-SECTIONS

SHEET:
C3.1

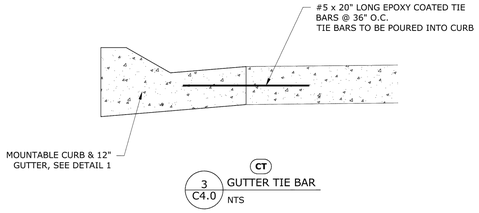
J:\TOWN OF SUPERIOR - 218\218.001.09 ORIGINAL TOWN ALLEYS\DRAWINGS\SHEETS\218.001.09_ALLEY SECTIONS



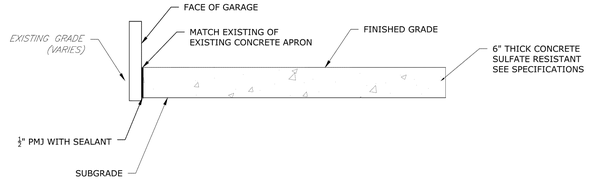
A / C2.0|C4.0 TYPICAL ALLEY SETION
0 1.5 3 (IN FEET)



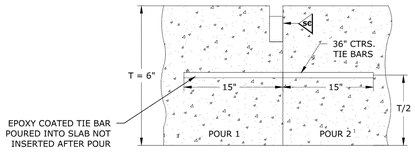
2 / C4.0 MOUNTABLE CURB
0 2.5 5 (IN FEET)



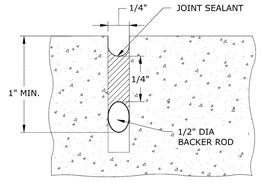
3 / C4.0 (CT) GUTTER TIE BAR
NTS



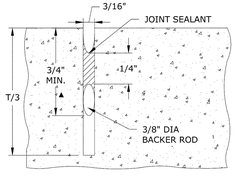
8 / C4.0 DRIVEWAY APRON DETAIL
NTS



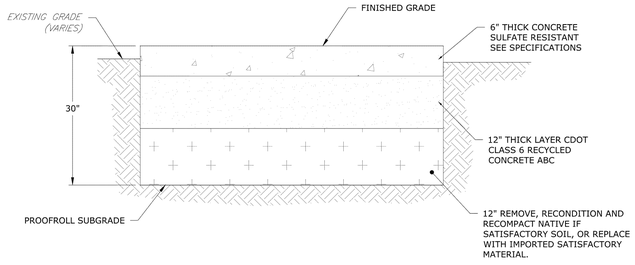
(CJ)
4 / C4.0 TRANSVERSE CONSTRUCTION JOINT
NTS



(SC)
5 / C4.0 SEAL AT CONSTRUCTION JOINT SC
NTS



6 / C4.0 SAWED JOINT S
NTS



NOTE:

CONTRACTOR SHALL EXCAVATE EXISTING MATERIALS TO 30" BELOW FINISH GRADE TO ACHIEVE THE ABOVE SECTION. EXCAVATED MATERIALS MAY BE SEGREGATED BY TYPE AND INCORPORATED INTO THE FINAL PRODUCT TO THE EXTENT FEASIBLE. SUPPLEMENTAL MATERIAL MAY BE REQUIRED TO ACHIEVE THE SPECIFIED SECTION. UNSUITABLE AND EXCESS MATERIAL SHALL BE DISPOSED OF OFF-SITE.

7 / C4.0 ALLEY PAVEMENT SECTION
NTS

GENERAL NOTES:

1. CONCRETE MATERIALS, ACCESSORIES AND INSTALLATION SHALL BE IN ACCORDANCE WITH CDOT STANDARDS.

2. ROADWAY SURFACE TEXTURE SHALL BE ASTROTURF DRAG. SIDEWALK AND CURB TEXTURE SHALL BE BROOMED.

3. CONTROL JOINTS IN CURB AND GUTTER SHALL ALIGN WITH PAVEMENT TRANSVERSE JOINTS. CURB AND GUTTER CONTROL JOINTS SHALL ALSO BE PROVIDED MIDWAY BETWEEN PAVEMENT CONTROL JOINTS.

CIVIL RESOURCES
8308 COLORADO BLVD
SUITE 200
FIRESTONE, CO 80530
303.833.1416
WWW.CIVILRESOURCES.COM

Town of Superior
124 E COAL CREEK DRIVE
SUPERIOR, CO 80027
303.499.3675

ORIGINAL TOWN ALLEY PAVING
TOWN OF SUPERIOR
STATE OF COLORADO

REVISIONS

NO.	DESCRIPTION	DATE

DESIGNED BY:	RJJ	DATE:	07/25/2024
DRAWN BY:	RJJ	SCALE:	AS NOTED
CHECKED BY:	JAB		
JOB NO.:	218.001.09		
DWG NAME:	218.001.09_CVR.DWG		

DETAILS

SHEET:
C4.0

ITEM NO. 10

INFORMATION FOR MEETING
OF THE SUPERIOR BOARD OF TRUSTEES

AGENDA ITEM NAME: **Resolution – Approving an Agreement with Kimley-Horn and Associates, Inc. for the Rock Creek Parkway / Coal Creek Drive Roadway Improvements**

MEETING DATE: **December 9, 2024**

PRESENTED BY: **Brannon Richards, Public Works & Utilities Director**
Christine Katz, Civil Engineer

PRESENTED FOR: **Action**

BACKGROUND:
The 2025 CIP Budget includes funds for street replacement projects. Rock Creek Parkway and McCaslin Intersection Improvement Project is budgeted for and planned for 2025. In addition, the Rock Creek Parkway improvement project from Indiana Street to 88th Street, 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.

Rock Creek Parkway was constructed more than 30 years ago by the developer and while the Town has performed some maintenance on the roadway, the roadway surface has reached the end of its useful life. Rock Creek Parkway is rated the worst street in Superior based on the latest roadway condition assessment completed in 2024. Pavement condition index (PCI) ratings for different sections of Rock Creek Parkway are included in Table 1.

Table 1 – Rock Creek Parkway PCI Ratings

Road Name	From	To	PCI Rating
Rock Creek Parkway	McCaslin Blvd	E Wiggins St	17*
Rock Creek Parkway	Coal Creek Drive	S 88th Street	36
Rock Creek Parkway	Indiana Street	Coal Creek Drive	41
Rock Creek Parkway	Coal Ridge Drive	Coalton Road	49

* To be completed in 2025

Staff previously estimated that $10-12 million is needed to complete roadway improvements along the entire Rock Creek Parkway corridor.

PROJECT PHASING

Staff has evaluated the entire Rock Creek Parkway corridor and has formulated a phasing plan. In 2024, Rock Creek Parkway was reconstructed from the pedestrian bridge near McCaslin Boulevard to Indiana Street. A summary of the proposed phasing plan is included in table 2 below.

Table 2 – Rock Creek Parkway Phasing Plan

Roadway Section	Year	Budgeted Cost
McCaslin Blvd to Ped Bridge	2025	$1.5 M
Indiana Street to S 88th Street	2025	$2.25 – 4.25 M
Honey Creek Ln to Coalton Road	2027	$2.5 M

The design contract being presented includes public engagement and 30% design phase services for the roadway improvements of Rock Creek Parkway from Indiana Street to 88th Street, including the Coal Creek Drive intersection evaluation. The Rock Creek Parkway / Coal Creek Drive intersection will be analyzed and evaluated to determine if a roundabout configuration is best suited for this location.

CONSULTANT RECOMMENDATION AND BUDGET IMPLICATIONS:

Staff is recommending Kimley-Horn and Associates, Inc. for the design contract. Kimley-Horn has an active on-call contract with the Town of Superior and has successfully completed multiple roadway and transportation projects in the Front Range area.

This contract does not include 100% design services or bid phase services. These services will be contracted following approval by the Board once the public engagement and 30% design phase is completed.

This work is not currently included in the 2025 budget and would be completed as part of the Sales Tax Ballot Measure.

RECOMMENDED ACTION:

Staff recommends approval of the agreement with Kimley-Horn and Associates, Inc. for the Rock Creek Parkway / Coal Creek Drive Roadway Improvements in the amount of $91,700.

MOTION:

Move to adopt a Resolution approving an Agreement with Kimley-Horn and Associates, Inc. for the Rock Creek Parkway / Coal Creek Drive Roadway Improvements in the amount of $91,700.

ATTACHMENTS:

- Resolution
- Contract
- Presentation

TOWN OF SUPERIOR
RESOLUTION NO. R-64
SERIES 2024

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR APPROVING AN AGREEMENT WITH KIMLEY-HORN AND ASSOCIATIES, INC., FOR THE ROCK CREEK PARKWAY / COAL CREEK DRIVE ROADWAY IMPROVEMENTS PROJECT

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

Section 1. The Agreement between the Town of Superior and Kimley-Horn and Associates, Inc. for the Rock Creek Parkway / Coal Creek Drive Roadway Improvements Project is hereby approved in substantially the same form as attached hereto, subject to final approval by the Town Attorney.

ADOPTED this 9th day of December, 2024.

_____
Mark Lacis, Mayor

ATTEST:

_____
Lydia Yecke, Town Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this __9th__ day of ___December___, 2024 (the "Effective Date"), by and between the Town of Superior, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, CO 80027, (the "Town"), and Kimley-Horn and Associates, Inc., an independent contractor with a principal place of business at 380 Interlocken Crescent, Suite 100, Broomfield, CO 80021 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

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

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor $91,700. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses.

Contractor shall not be paid until the Scope of Services is completed to the satisfaction of the Town.

IV. PROFESSIONAL RESPONSIBILITY

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

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

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work under the Scope of Services, without the written approval of the Town.

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

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or

change such work without providing notice to or receiving consent from Contractor; provided that Contractor shall have no liability for any work that has been modified by the Town.

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

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

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

2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of $1,000,000 each claim and $2,000,000 general aggregate.

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

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

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability,

damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

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

IX. MISCELLANEOUS

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

B. *No Waiver*. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. *Integration*. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. *Third Parties*. There are no intended third-party beneficiaries to this Agreement.

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

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

G. *Modification*. This Agreement may only be modified upon written agreement of the Parties.

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

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

J. *Rights and Remedies*. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

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

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

TOWN OF SUPERIOR, COLORADO

_____
Mark Lacis, Mayor

ATTEST:

_____
Lydia Yecke, Town Clerk

CONTRACTOR

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

My commission expires: _____

(S E A L)

_____
Notary Public

EXHIBIT A
SCOPE OF SERVICES

Scope includes:

Task 1 – Project Management and coordination

Task 1.A – Project Meetings

Task 1.A.1 – Consultant Project Manager Check-ins with Town Project Manager
Kimley-Horn will prepare for, coordinate, and attend up to four (4) virtual bi-weekly 30-minute Town/Consultant Project Manager Coordination Meetings. The purpose of these meetings will be to review project status and coordinate on action items.

Task 1.A.2 – Roundabout Geometric Alternatives Review Meeting
Kimley-Horn will prepare for, coordinate, and attend up to one (1) 60- minute Roundabout Geometric Alternatives Review meeting with the Town. The purpose of this meeting will be to coordinate/review comments with the Town on the two roundabout concept exhibits and cost estimates to be prepared by Kimley-Horn. Feedback from this meeting will be utilized to create the one formal 30% design exhibit for the roundabout and supporting design documentation for public/Town Board consumption. This meeting is assumed to include up to three (3) Kimley-Horn staff members.

Task 1.A.3 – Public Engagement Preparation & Formal 30% Roundabout Exhibit Review Meeting
Kimley-Horn will prepare for, coordinate, and attend up to one (1) 90-minutre Public Engagement Preparation & Formal 30% Design Exhibit Review Meeting with the Town. The purpose of this meeting will be to coordinate/review comments with the Town on the formal 30% roundabout exhibit, cost estimates (for the roundabout and right turn removal), and supporting design documentation. Additionally, materials for the public meeting (including a community feedback survey) will be discussed. Feedback from this meeting will be utilized to finalize the roundabout exhibit and guide the preparation of public meeting materials. This meeting is assumed to include up to three (3) Kimley-Horn staff members.

Task 1.A.4 – Post Public Engagement Debrief
Kimley-Horn will prepare for, coordinate, and attend up to one (1) 60-minutre Post Public Engagement Debrief meeting with the Town. The purpose of this meeting will be to review public feedback and determine what intersection improvement the Town staff wants to be presented to the Town Board. Feedback from this meeting will be utilized to determine what if any modifications need to be made to the deliverable materials prior to Board presentation. This meeting is assumed to include up to three (3) Kimley-Horn staff members.

Task 1.B – Project Oversight/Management
The Kimley-Horn Project and Deputy Project Managers will provide weekly oversight and management of the project. Kimley-Horn will provide up to thirty (30) hours of total effort

throughout the duration of the four (4) month project schedule. Tasks may include, but are not limited to the following:

- Meeting minutes;
- Internal design team coordination;
- Sub-consultant coordination;
- Budget and schedule monitoring;
- Workload/staff planning; and
- Email correspondence related to the project

Additional required project management and oversight will be considered an additional service.

Task 1.C – Monthly Invoicing and Reporting
Kimley-Horn's Project Manager will monitor the project budget regularly and provide the Town with monthly invoices and a description of work and a progress report. Kimley-Horn will provide up to eight (8) hours of total effort for this task.

Task 2 – Data Collection and Analysis
This task was contracted in a Task Order dated 11/14/2024.

Task 3 – Stakeholder and Public Engagement

Task 3.A – Community Feedback Survey
The Kimley-Horn team will develop one (1) community feedback survey (utilizing Survey Monkey or similar software for online users and print copies for stakeholders attending in person) to gather public feedback on the intersection alternatives presented at the public meeting. Kimley-Horn will prepare a draft of the survey prior to the public meeting for Town review and will address up to one (1) round of Town comments.

Task 3.B Public Engagement Meeting
Kimley-Horn will prepare for, coordinate, and attend up to one (1) 90-minute public engagement meeting (concurrently In-Person and Virtual). It is assumed that the Town will run the online (Zoom) portion during the In-Person presentation. Kimley-Horn will present the roundabout (utilizing a projector and roll plot) and the pertinent design information as agreed upon with the Town. Kimley-Horn will facilitate small group discussions around the roll plot to solicit additional feedback, answer questions, and encourage participation in the survey.

It is assumed that the Town will provide all advertisements (Facebook Post, Town Blog, and Variable Message Boards) for the meeting, and that the Town will coordinate/provide the meeting location. Additionally, it is assumed the Town will provide and run the concurrent virtual meeting utilizing the software of their choice. This meeting is assumed to include up to two (2) Kimley-Horn staff members.

Task 3.C Public Engagement Summary Report
After the public meeting, the project team will disseminate the survey results and will provide a summary document of the feedback for the Town to review. This summary will include results from the survey, a summary of any comments provided by the public during the in-person and

virtual meeting. This summary report will highlight any major pinch points from the community's comments to help guide the design process.

Task 3 Deliverables:

- Community Feedback Survey;
- Meeting Materials; and
- Public Engagement Summary Report

Task 4 – Alternatives Review, concept Development (30%) and Cost Estimate

Task 4.A Roundabout Geometric Alternative Exhibits
On aerial photography, Kimley-Horn will prepare two (2) roundabout geometric alternative exhibits. The first exhibit will depict the roundabout with total improvements minimized, with single lane approaches, minor curb and inlet modifications, and a single multiuse path connecting pedestrians & bikes around the roundabout. The second exhibit will depict the roundabout with additional features including right turn bypass lanes on Rock Creek Pkwy, and separated bike and pedestrian paths around the roundabout. Each roundabout alternative will have its performance criteria evaluated based on NCHRP report 1043 and utilizing Truck Turn software (see Task 4.C for a detailed list of criteria evaluated) – but it is assumed that formally documenting these checks in a memo will not be required.

Kimley-Horn will utilize these exhibits to highlight benefits and issues with each design to assist the Town in evaluating which roundabout elements they would like to see on the 30% concept exhibit. Additionally, Kimley-Horn will prepare two (2) high-level cost estimates related to each exhibit to assist in the evaluation.

Task 4.B 30% Concept Design
On aerial photography (if survey topographic survey data is not yet available), Kimley-Horn will prepare one (1) roundabout improvement roll plot (34"x96") exhibit. The exhibit will include the optimized roundabout configuration based on Town feedback on the two roundabout geometric alternatives (see Task 4.A), and up to two (2) roadway cross sections depicting the modified approaches to the intersection on Rock Creek Pkwy and Coal Creek Dr. Additionally, the exhibit will include the signing & striping modifications, pavement hatches, and high-level landscape modifications anticipated as part of the roundabout.

Kimley-Horn will prepare two (2) cost estimates, one related to the roundabout exhibit and one related to the removal of the right turn lanes. It is assumed that no exhibit will be required to accompany the right turn lane removal cost estimate. Kimley-Horn will address up to one (1) round of reasonable Town comments on the roundabout exhibit and cost estimates prior to finalizing for the Public Meeting presentation (see Task 3.B).

Task 4.C Design Documentation Memo
Kimley-Horn will prepare up to one (1) design documentation memo related to the roundabout and right-turn-lane removal improvements (see Task 4.B). This memo is anticipated to include a summary of the overall improvements, and anticipated traffic, pedestrian, drainage and utility

impacts related to each design. Additionally, the memo will include design criteria evaluated for each intersection. This is anticipated to include the following:

- Truck Turn movements (utilizing Truck Turn software):
    - Removal of right-turn-lanes Concept
        - Fire Truck/School Bus: will make all left/right turn movements on asphalt without encroaching on adjacent lanes.
    - Roundabout Concept
        - Fire Truck/ School Bus: Will make all movements on asphalt without encroachment on gutter pan or truck apron.
        - WB-50: Will make east/west through movements on Rock Creek Parkway on pavement, all other movements utilizing gutter pan and truck apron as necessary.
        - WB-67: Will be able to traverse east/south through the roundabout only utilizing gutter pan and truck apron as necessary.
- Sight Distance (based on AASHTO and NCHRP 1043 Guidance)
    - Removal of right-turn lanes Concept
        - Intersection sight distance (on Rock Creek Pkwy Only)
        - Stopping sight distance
    - Roundabout Concept
        - Circulating sight distance
        - Intersection sight distance
        - Stopping sight distance
- Fastest path speeds (based on NCHRP 1043 Guidance) – For Roundabout Concept
    - Approach
    - Left/Right Turn
    - Circulating

The conclusion of the memo will include a summary of high-level cost benefit information between the two intersections, as well as traffic impacts based on the Fox-Tuttle memo. Kimley-Horn will respond to up to one (1) round of consolidated/reasonable comments from the Town on the memo prior to finalizing the for the Public Meeting presentation (see Task 3.B).

Task 4.D – Internal QA/QC

At key internal milestones within the 30% Concept Development phase Kimley-Horn will provide quality assurance and quality control (QA/QC) for the exhibits and cost estimates.

Task 4 Deliverables:

- Roundabout Geometric Alternative Exhibits (roll plots);
- 30% concept Designs; and
- Design Documentation Memo.

SCHEDULE:
Kimley-Horn will provide services and deliverables as determined within a mutually agreed upon schedule, assuming continuous design progress and timely City reviews. The project schedule will be finalized during the project kickoff meeting.

REIMBURSABLE EXPENSES:
Reimbursable expenses will include costs for mileage to and from project meetings/events, reproduction of graphic boards (renderings, 3D visuals, roll plots etc.) for public engagement events and food & or drinks for public engagement meetings and events. It is assumed that any permitting, application, and similar Project fees will be paid directly by the Client.

Rock Creek Parkway – 2025 Improvements Indiana St. to S. 88th St.

December 9, 2024

Town of Superior℠

Deep Mill and Overlay vs. Reconstruction

- **Deep Mill and Overlay - $2.25 M**
  - Mill 4” of asphalt
  - Road base stays the same (untouched)
  - Place an intermediate lift and top lift
  - Extends road lifespan by 12-15+ years
  - Cost estimate based on removal of 3 right turn lanes, no major median impacts, minor drainage impacts, landscaping & aesthetics like rock & stamped concrete
- **Reconstruction - $4.0 M**
  - Remove all 9” of asphalt
  - Treat road base with fly ash to harden and prevent swell potential
  - Place bottom, intermediate, and top lift of asphalt for completely new road.
  - Creates a roadway with lifespan of 25-30 years
  - Cost estimate based on removal of 3 right turn lanes, median impacts/re-build, possible drainage impacts, landscaping & aesthetics like rock & stamped concrete

2024 PCI Scores & Recommendations

Street	Start Block	End Block	PCI	Recommendation
Rock Creek Pkwy	McCaslin Blvd.	E. Wiggins St.	17	Reconstruct
Rock Creek Pkwy	Coal Creek Dr.	S 88th St.	36	M&O or Reconstruct
Rock Creek Pkwy	Indiana St.	Coal Creek Dr.	41	M&O or Reconstruct

RCP/Coal Creek Drive Intersection

- The need for a potential change in traffic control from the existing side-street stop control was identified through public outreach and analysis as part of the Rock Creek Parkway Repurposing Study
- Level of Service (LOS) evaluated as part of the RCP Repurposing Study
  - Peak Hour LOS Existing – 2023 Data – A thru C
    - LOS C Movements – Southbound Coal Creek Drive Left and Through
  - Peak Hour LOS 2035 Estimated (no intersection modifications) – A thru D
    - C Movements – Northbound Coal Creek Drive Left and Through
    - D Movements - Southbound Coal Creek Drive Left and Through
- LOS C - stable flow, at or near free flow. Most experienced drivers are comfortable, roads remain safely below but efficiently close to capacity, and posted speed is maintained. This is the target LOS for some urban and most rural highways.
- LOS D - approaching unstable flow. Speeds slightly decrease as traffic volume slightly increases. Examples are a functional urban highway during commuting hours. Common for urban streets during peak hours, as attaining LOS C would require prohibitive cost and societal impact in bypass roads and lane additions.

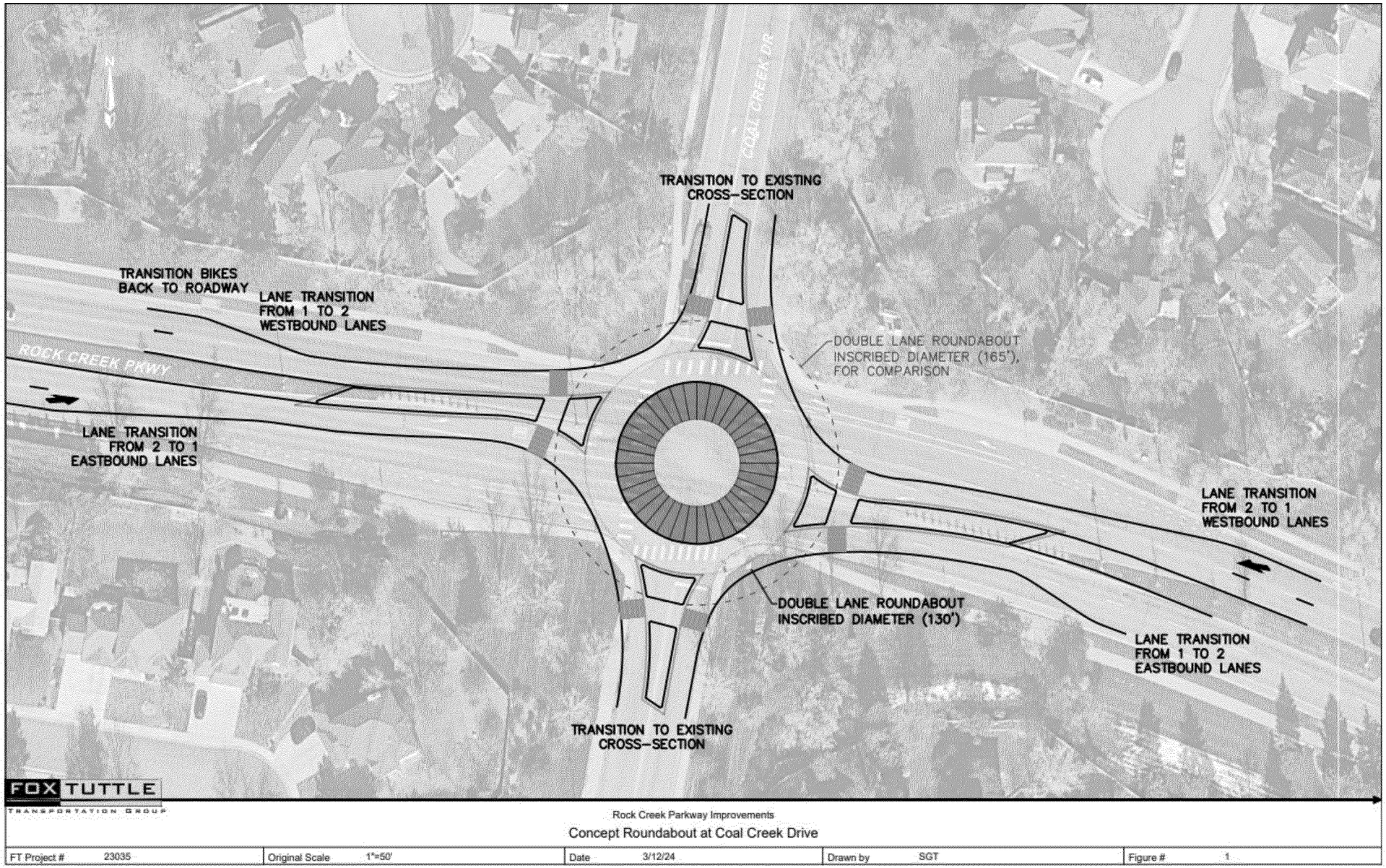
RCP/Coal Creek Drive Intersection

- Three options evaluated:
  - Install a Traffic Signal - $1.0 M
    - Town Staff explored this idea in 2018/2019 and decided not to move forward
    - The Town has a design for this to present for public outreach
    - Highest operation and maintenance cost
  - Install a One-Lane Roundabout - $2.0 M
    - A feasibility analysis has been completed by Fox Tuttle
    - Kimley-Horn will develop a preliminary design (30%) to present for public outreach
    - Low operation and maintenance cost
  - Leave as-is – Stop Controlled Intersection
- Kimley-Horn and Town staff will perform public outreach to inform residents about each option and gather public input.

RCP / CCD Intersection - Roundabout

- Roundabout Addresses Operational and Safety Concerns:
  - Reduce delays for vehicles turning onto Rock Creek Parkway during peak periods
  - Mitigate traffic speeds along Rock Creek Parkway improving multimodal safety
  - Provide improved pedestrian crossing opportunities with narrower crossings and slower speeds
  - Minimal right-of-way impacts with a single-lane roundabout
- Level of Service:
  - 2024 – LOS A for all directions during peak hour
  - 2035 – all approaches would operate at LOS B or better during peak hours with minimal queue lengths (less delays and queues than that of a traffic signal for these volumes/conditions)
    - Rock Creek Parkway WB only movement at LOS B

RCP / CCD Intersection - Roundabout



FOX TUTTLE
TRANSPORTATION GROUP

Rock Creek Parkway Improvements

Concept Roundabout at Coal Creek Drive

FT Project # 23035	Original Scale 1"=50'	Date 3/12/24	Drawn by SGT	Figure # 1

Summary: Estimate Construction Costs

Option #	Road Repair Option	RCP/CCD Intersection Option	Construction Estimate
1	Mill & Overlay	Includes right-turn lane removals	$2.25 M
2	Mill & Overlay	Traffic Signal	$3.25 M
3	Mill & Overlay	Roundabout	$4.25 M
4	Reconstruct	Includes right-turn lane removals	$4 M
5	Reconstruct	Traffic Signal	$5 M
6	Reconstruct	Roundabout	$6 M

Staff Recommendation

Approve the Professional Service Agreement (PSA) between Kimley-Horn and the Town of Superior for $91,700 for:

- A preliminary design (30%) of the RCP/CCD roundabout
- Public outreach to present the options to Superior residents
    - Community Feedback Survey
    - One Public Engagement Meeting with a Public Engagement summary report

Notes:

- Staff approved $33,000 for Topographic and Right-of-Way Survey and Utility Due Diligence of Rock Creek Parkway from S. Indiana Street to S. 88th Street which will be needed for road repair work regardless of what traffic control measures are decided for the Coal Creek Drive (CCD) intersection.
- Kimley-Horn has estimated design services to cost an additional $210,000 for final design of roadway improvements and a roundabout at the CCD intersection.

QUESTIONS?

ITEM NO. 11

INFORMATION FOR MEETING
OF THE SUPERIOR BOARD OF TRUSTEES

AGENDA ITEM NAME: **Resolution – Approving a Revocable License Agreement with BIF IV Intrepid OpCo, LLC, for Telecommunication Services**

MEETING DATE: **December 9, 2024**

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

PRESENTED FOR: **Action**

BACKGROUND:
BIV IV Inrepid OpCo, LCC (Intrepid) has proposed the construction of a fiber-to-the-premises network within Superior, which would provide residents and businesses with increased access to and options for ultra-high-speed (gigabit) internet service. Intrepid would also partner with the Town to expand our internal ("dark") fiber infrastructure, increasing resiliency and connectivity between Town facilities.

Town Staff were contacted by Intrepid in November 2023 regarding the possibility of building a fiber-to-the-premises network in Superior. Intrepid has or is installing similar networks in Louisville, Westminster, Broomfield, and Lafayette.

Intrepid is proposing to install the fiber network in areas not currently served by high-speed fiber at this time to include the Rock Creek Neighborhood, Original Town, and Rogers Farm.

Town staff have worked with Intrepid to install a Town Fiber Network which will include dark fiber to several locations in Town with no recurring monthly charge until such time the fiber is activated at each site, including:

- Water Treatment Plant
- Wastewater Treatment Plant
- Water and Wastewater tanks and pump stations
- Traffic Signals

- Parks and Facilities

Additional information regarding the Town Fiber Network can be found in Exhibit B of the License Agreement.

The Town Fiber Network will replace the existing radio communication network throughout Town, improving and advancing communications between staff and Town assets. This infrastructure would advance the Town's goal of completing a redundant fiber ring network and lay the groundwork for the Town to provide additional connectivity in the future.

BUDGET IMPLICATIONS:
There will be no cost to the Town for the fiber-to-the-premises installation. Intrepid will pay all Town permit review fees and is responsible for hiring a 3rd party utility locator to locate Town owned utilities at no cost to the Town. The Town Fiber Network within the agreement is also being installed at no cost to the Town. The Town may extend the network to serve other Town facilities not included in the agreement in the future. Any costs associated with future extensions will be negotiated and approved prior to construction.

RECOMMENDED ACTION: Staff recommends approval of the resolution and revocable license agreement as long as the fiber network is installed within the existing utility easements for properties to be served.

MOTION:
Move to adopt a Resolution approving a Revocable License Agreement with BIV IV Inrepid OpCo, LCC for installation of a fiber-to-the-premises network in Superior.

ATTACHMENTS:
- Resolution
- License Agreement
- Sample Drawings

TOWN OF SUPERIOR
RESOLUTION NO. R-65
SERIES 2024

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR APPROVING A REVOCABLE LICENSE AGREEMENT WITH BIF IV INTREPID OPCO, LLC, FOR TELECOMMUNICATION SERVICES

WHEREAS, BIF IV Intrepid OpCo, LLC ("Intrepid"), a telecommunications provider owning and operating fiber networks, desires to license Town-owned rights-of-way from the Town for the installation of fiber optic cables and conduit;

WHEREAS, pursuant to Colorado law, the Town may grant consent to telecommunications providers to occupy public rights-of-way for such purposes; and

WHEREAS, the Board of Trustees desires to approve the Revocable License Agreement, attached hereto and incorporated herein, to allow Intrepid to license portions of Town-owned rights-of-way from the Town for the installation of fiber optic cables and conduit.

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

Section 1. The Revocable License Agreement between the Town and BIF IV Intrepid OpCo, LLC, is hereby approved in substantially the same form as attached hereto, subject to final approval by the Town Attorney.

ADOPTED this 9th day of December, 2024.

_____
Mark Lacis, Mayor

ATTEST:

_____
Lydia Yecke, Town Clerk

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2024 (the "Effective Date"), by and between the Town of Superior, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, CO 80027 (the "Town"), and BIF IV Intrepid OpCo, LLC, an independent contractor with an address of 11001 West 120th Avenue, Suite 305, Broomfield, CO 80021 (the "Licensee") (each a "Party" and collectively the "Parties").

WHEREAS, the Town owns certain real property and rights-of-way (the "Town Property");

~~WHEREAS, the Town owns certain real property and rights-of-way more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Town Property");~~

WHEREAS, Licensee is a Telecommunications Provider, as that term is defined in Section I.D, and that it operates within the geographical boundaries of the Town and provides its Telecommunications Services, as that term is defined in Section I.E, to customers over a network owned, controlled, or leased by Licensee;

WHEREAS, Licensee wishes to use a portion of the Town Property, as described in **Exhibit** A~~B~~ (the "Licensed Property"), for installation of facilities necessary to provide Telecommunications Services; and

WHEREAS, the Town is authorized under the laws of the State of Colorado to grant consent to Telecommunications Providers to occupy the public rights of way for such purposes; provided, however, the same shall not be nor constitute the granting of a local franchise under Chapter 5 of the Superior Municipal Code (the "Code").

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

I. DEFINITIONS

As used in this Agreement, the following terms, phrases, and words shall be ascribed the following meanings, unless the context indicates otherwise. Words not defined herein shall be given their common and ordinary meanings, consistent with the context in which such words are used and the purposes of this Agreement.

A. "Director" means the Director of the Town's Public Works and Utilities Department or designee.

B. "Facilities" means all physical components used to provide Telecommunications Services which are located, or will become located pursuant to this Agreement, within the Town and are reasonably necessary, useful or convenient to provide Telecommunications Services within the territorial boundaries of the Town, including without limitation wires, cables, pipes, underground conduits, ducts, manholes, vaults, fiber optic cables and devices, switches, equipment

boxes and sheds and other structures and appurtenances. This term shall also include any Facilities which were installed under any prior License Agreement between the Town and Licensee.

C. "Leased Facilities" means all physical components used by Licensee to provide Telecommunications Services which are leased to Licensee by third parties who are authorized by separate instruments to maintain same within rights-of-way within the Town.

D. "Telecommunications Provider" shall have the meaning in 47 U.S.C. § 153(51), and shall also include, solely for the purposes of this Agreement, the term "broadband provider" as that term is defined in C.R.S. § 38-5.5-102(1.3), except that for purposes of this Agreement this term shall not include a cable operator.

E. "Telecommunications Services" shall have the meaning in 47 U.S.C. § 153(53) and shall also include, solely for the purposes of this Agreement, the term "broadband service" as that term is defined in C.R.S. § 38-5.5-102(1), except that for purposes of this Agreement this term shall not include cable services.

F. "Wireless Communications Facility" means a facility used to provide: personal wireless services as defined in 47 U.S.C. § 332(c)(7)(C); wireless information services provided to the public or to such classes of users as to be effectively available directly to the public via licensed or unlicensed frequencies; or wireless utility monitoring and control services.

II. GRANT OF LICENSE

A. The Town hereby grants to Licensee a revocable license to use and occupy the Licensed Property for sole purposes of constructing, installing, operating, maintaining, repairing, replacing, and removing Licensee's Facilities. Licensee's right to use and occupy the Licensed Property is not exclusive, and the Town reserves the right to grant a similar use to itself or any other person or entity at any time. The Parties understand and agree that this Agreement is a limited grant of authority subject in all respects to applicable federal, State and local laws and regulations. Licensee acknowledges that the Town may permit others to use the Licensed Property at any time.

B. Should Licensee desire to expand the Licensed Property, Licensee shall make a request in writing to the Town Public Works and Utilities Department. The Town may grant, grant with conditions, or deny such request in the Director's sole and absolute discretion. The Director shall notify Licensee of the decision in writing. If the Director grants Licensee's request, then Licensee shall prepare an exhibit which shall be attached hereto as an amendment to the Agreement; provided, however, that Licensee must separately obtain consent from the Colorado Department of Transportation with respect to State highways.

C. The license granted herein to make reasonable use of the rights-of-way shall not be deemed to be a franchise. Licensee understands and agrees that the license granted hereunder is granted subject to prior franchise agreements and subject to all easements and other interests of record applicable to the Licensed Property. Licensee shall be solely responsible for coordinating its activities hereunder with the holders of such franchise agreements or of such easements or other

interests of record, and for obtaining any required permission for such activities from such holders if required by the terms of such franchises or easements or other interests.

III. TERM

The term of this Agreement shall commence on the Effective Date and terminate on _____, 2034, unless otherwise terminated pursuant to Section IX herein, and shall automatically renew for a term of 10 years unless either party notifies the other in writing of its desire to not to automatically renew the Agreement at least one year before the expiration of this Agreement.

IV. USE

A. Licensee shall have the right to use the Licensed Property for the sole purposes of constructing, installing, operating, maintaining, repairing, replacing, and removing Licensee's Facilities.

B. Licensee shall strictly comply with the following conditions:

1. The Facilities shall be located, installed and maintained so that none of the Facilities endanger the lives, health or safety of individuals, or interfere with any public improvements the Town or other governmental entities have in place or may deem proper to make, including without limitation as to the location of Facilities in or upon the streets, alleys and dedicated easements; the disturbance and reconstruction of pavement, sidewalks, and surface of streets, alleys, dedicated easements and driveways; the timing and scheduling of work; and the temporary closure of portions of streets and alleys. The location, installation or maintenance of the Facilities shall not hinder or obstruct the use of the Licensed Property for its public purpose, including without limitation the moving of vehicular and pedestrian traffic. All Facilities shall be so located and designed as to cause minimum interference with the rights and reasonable convenience of property owners of property which adjoins the Licensed Property, including without limitation public property, water mains, sewer mains, electric and natural gas facilities, streetlights, traffic signals, trees, natural features, vegetation and all other municipal or authorized public use of the Licensed Property.

2. The Director may direct and require Licensee to locate its Facilities within a defined telecommunications corridor within the Licensed Property to minimize interference with other facilities or utilities. Whenever feasible, as determined in the sole and reasonable discretion of the Director, Licensee shall enter into conduit-sharing agreements with third parties to co-locate its wires and cables within conduit of other Telecommunications Providers or utilities in accordance with applicable Town requirements.

3. Licensee shall, upon reasonable notice and at its sole cost and expense, remove, locate and relocate its Facilities in, on, over or under any rights-of-way in such manner as the Town may at any time require for the purpose of facilitating the construction, reconstruction, maintenance, repair, or change in grade of any street, sidewalk, public improvement or Town project, or for the purpose of promoting the efficient operation of

any such public improvement or project, or for the purpose of facilitating the vacation or redevelopment of the Licensed Property by the Town. If Licensee fails to act within a reasonably allocated time, the Town may cause Licensee's Facilities to be relocated, and Licensee shall be liable to the Town for the costs thereof. If the Town relocates Licensee's Facilities, the Town shall be held harmless for any damages incurred to Licensee's Facilities during such relocation.

4. All of Licensee's Facilities shall be located underground.

5. Licensee shall maintain the Facilities in good and safe condition at all times. If Licensee fails to comply with its obligations under this Agreement, the Town may take such measures as it determines necessary to bring the Licensed Property into compliance, and the cost of any such measures shall be paid by the Licensee. The Town shall have no responsibility, liability or obligation with respect to the safety or security of any person on account of Licensee's use of the Licensed Property or any personal property placed or located on, at or in the Licensed Property by Licensee, it being acknowledged and understood by Licensee, as between Licensee and the Town, that the safety and security of any such persons and property is the sole responsibility and risk of Licensee.

C. The license granted by this License Agreement confers only the right to make reasonable use of the Licensed Property for Licensee's provision of Telecommunications Services, and Licensee shall not operate a private telecommunications network, Wireless Communications Facilities, or operate as a "cable operator," as defined in 47 U.S.C. § 522(5), nor shall Licensee provide or offer to provide "cable services," as defined in 47 U.S.C. § 522(6).

D. Licensee hereby acknowledges that its use and occupancy of the Licensed Property is in its present, as-is condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Licensee acknowledges that the Town shall have no obligation to repair, replace or improve any portion of the Licensed Property to make such Licensed Property suitable for Licensee's intended uses.

E. Licensee shall be responsible for all damage to the Licensed Property arising out of or resulting from the use of the Licensed Property by Licensee, its agents, employees, visitors, patrons and invitees. The Town shall notify Licensee immediately upon discovery of any damage to the Licensed Property. Licensee shall correct and repair the damage within seven days of notification or knowledge unless otherwise directed by the Town.

V. LICENSEE'S OBLIGATIONS

A. *Construction.*

1. Not less than 30 days prior to construction of any Facilities within the Licensed Property at any specific location, Licensee shall furnish to the Town the general schematic plans for its Facilities, including system route maps, renderings of equipment boxes and structures, engineering, traffic control, and landscaping plans; as well as detailed plans for such Facilities, including detailed location drawings and final architectural, engineering, traffic control and landscaping plans (collectively the "Construction Plans"). The

Construction Plans may be reviewed by the Town to ensure that all applicable laws, including without limitation building and zoning codes and air and water pollution regulations, are complied with; that aesthetic and good planning principles have been given due consideration; and that adverse impact on the environment has been minimized. The Licensee shall comply with all regulatory requirements of the Town lawfully binding on the Licensee and shall incorporate all other reasonable changes to its plans as requested by the Town.

2. Construction may not begin until Licensee obtains written approval from the Director for the Construction Plans, procures appropriate and required permits from the Town, pays all review fees associated with such permits in addition any additional applicable fees, and complies with all requirements of the Code.

3. Licensee shall contact the Utility Notification Center of Colorado for location of any underground utilities and shall locate the Facilities as required. Licensee shall hire a Colorado-based utility locating firm to locate Town-owned underground utilities, including without limitation potable water, reclaimed water, sanitary sewer, and storm sewer utilities. Licensee shall pay for all costs required to properly locate Town-owned utilities and shall be responsible for any damage that may occur to Town-owned utilities as part of the locate or construction process. Licensee shall use commercially reasonable efforts to coordinate with affected utilities to undertake locations in accordance with the policies of each entity.

4. All construction, excavation, maintenance and repair work done by Licensee shall be done in a workmanlike and expeditious manner which minimizes the inconvenience to the Town, the public and individuals. Licensee shall be liable for any damage to the Town or Town-owned property caused by Licensee's failure to act in a timely manner. All such construction, excavation, maintenance and repair work done by Licensee shall comply with all State, local and federal law, and Licensee shall be responsible for obtaining all applicable permits and licenses. The Town shall have the right to inspect all construction or excavation work to ensure compliance with the Construction Plans, applicable codes and permits and may order Licensee to perform corrective work. All public and private property disturbed by Licensee's activities shall be promptly restored by Licensee at its own cost and expense to its former condition or better, subject to inspection by the Director and compliance by Licensee as to reasonable remedial action required by the Director in the inspection. Licensee shall be liable to the Town for the full cost of restoring any public property not promptly remedied by Licensee as required by the Director.

B. *Permitting.*

1. Licensee shall apply for and receive the appropriate permits and pay any standard and customary permit fees required for the attachment, installation, operation, maintenance or location of the Facilities in the Licensed Property.

2. Each permit application shall include information as to the appearance, size, description, proposed location of, and any other information pertinent to the Facilities.

3. Each permit application shall include a detailed public information plan for the Town's review and approval, which plan shall contain, at minimum, a description of Licensee's planned efforts to provide regular progress updates to the Town residents while the work performed under the permit is ongoing, such as a webpage, mailed notices, flyers, or a combination thereof, and the method by which Licensee will answer resident questions concerning the work performed under the permit.

4. Licensee shall obtain a Town business license and comply with Article I of Chapter 6 of the Code. Licensee acknowledges and agrees that the Telecommunications Services sold to customers within the Town are taxable, and Licensee shall timely collect and remit taxes to the Town.

C. *Emergency Telephone Charge.* To the extent Licensee operates as a local exchange provider, as defined by C.R.S. § 40-15-102(18), or as an interexchange provider, as defined by C.R.S. § 40-15-102(11), and pursuant to Article III of Chapter 5 of the Code, Licensee agrees to collect the Boulder Regional Emergency Telephone Service Charge from its customers and remit the same monthly.

D. *Coordination.*

1. Licensee shall reasonably cooperate with the Town, authorized utilities and other local exchange carriers in placing conduit within the Licensed Property and sharing unused space within underground conduits owned by Licensee and upon above-ground facilities owned by Licensee.

2. If Licensee intends to install new underground conduit or replace existing underground conduit, Licensee shall provide the Town and all utilities, cable television franchisees, authorized Telecommunications Providers and local exchange carriers authorized to use the Licensed Property with 60 days' advance written notice. If a utility, cable television franchisee, authorized Telecommunications Provider, or local exchange carrier desires additional conduit installed, it will so notify the Licensee in writing at least 10 days prior to the proposed construction date, and such party requesting the additional conduit shall be responsible for a pro-rata expense for installing such additional conduit. This Section is intended to maximize the coordination of facilities located within the Licensed Property and is not intended to govern routine connections of customers to installed network not involving significant line extension or other excavations of limited scope.

3. Prior to beginning any work to install its network at the locations set forth on the plan and profile to be approved by the Town, Licensee shall first notify residents in the reasonable area of the work, via door hangers, at least 72 hours in advance of performing the work. The language on the door hangers must be approved by the Town.

E. *Town Fiber Network.*

1. Licensee agrees to construct, install, and dedicate to the Town for municipal purposes Town Fiber and Town Conduit (the "Town Fiber Network") at its own cost and as directed by the Town as described in **Exhibit B~~C~~**.

2. The Town Fiber Network and any shared fiber shall be installed within Licensee Facilities unless otherwise stated in this Agreement and shall be operated and maintained by Licensee in accordance with **Exhibit B~~C~~**, attached hereto and incorporated herein by this reference.

3. Licensee agrees to lease to the Town, and the Town agrees to lease from Licensee, the Town Fiber Network. Any materials, components, equipment, optical fiber cable, and other property of Licensee shall remain Licensee's property even if affixed to or installed within the real property of the Town. The Town shall keep the Town Fiber Network free from all liens, including without limitation mechanics liens and encumbrances by reason of the use of the Town Fiber Network. Town shall be responsible for obtaining and maintaining any rights or licenses required for it to lease, use, occupy, or operate the Town Fiber Network.

4. Licensee shall perform its obligations under this Section in accordance with all requirements of this Agreement, the terms and conditions of any applicable permits, and any applicable federal, State, or local law. The Parties shall cooperate in good faith to develop a timeline for completion of the Town Fiber Network by December 31, 2026.

F. *Compliance.* Licensee shall at all times comply with all applicable law, including all federal, State and local statutes, regulations, ordinances, decrees and rules relating to the emission, discharge, release or threatened release of a hazardous material into the air, surface water, groundwater or land, the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material, and the protection of human health and safety, including without limitation the following, as amended: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; and the Energy Policy and Conservation Act.

G. *Reporting.*

1. Within 30 days following the installation or relocation of any Facilities within the Licensed Property, Licensee shall provide the Town with detailed drawings showing the as-built location of such Facilities. Upon completion of the installation of Licensee's Facilities, Licensee shall provide the Town with a map identifying the locations of all of Licensee's Facilities and Licensee's completed system within the Town, which map shall be accompanied with as-built drawings.

2. Licensee shall provide the Town, by November 30 of each year, with a report showing the location of all of Licensee's Facilities installed pursuant to this Agreement as

of the date of the annual report. If there are no changes from the previous report, the Licensee does not need to submit a report.

VI. ADDITIONAL TOWN REGULATION

If, during the term of the Agreement, the Town is authorized pursuant to law to collect compensation for use of public rights-of-way by Telecommunications Providers, and the Town enacts an Ordinance requiring compensation for the use of the rights-of-way from any class of Telecommunications Providers on a competitively neutral and nondiscriminatory basis within such class, then Licensee shall, in accordance with the terms of such Ordinance, pay such compensation.

VII. INSURANCE

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

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

2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

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

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

VIII. INDEMNIFICATION

Licensee agrees to indemnify, hold harmless, and defend the Town and its representatives, officers, employees, agents, and contractors from and against all liabilities, injuries, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgements, including

without limitation reasonable attorney fees arising from or in any way connected with Licensee's use of the Licensed Property or any act, omission, condition, or other matter related to or occurring on or about the Licensed Property under this Agreement. Licensee agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false, or fraudulent.

IX. REMEDIES AND TERMINATION

A. In the event of any breach of the terms of the Agreement by Licensee, each of which terms are deemed material, the Town shall have the right to obtain one or more of the following remedies, which are expressly agreed to be cumulative, and the exercise of any one or more of them shall not be dependent upon the exercise of any other remedy, nor does the exercise of any one or more of them constitute any bar or limitation to the exercise of any other: (a) specific performance or injunctive relief; (b) monetary damages; or (c) termination of the Agreement.

B. Before terminating the Agreement for cause on account of any default by Licensee, the Town shall provide to Licensee written notice of the default and provide Licensee a reasonable period in which to cure the default, which shall be stated in the notice of default.

C. The Town or Licensee may terminate the Agreement at any time upon 90 days' prior written notice to the other Party, subject to the indemnification requirements of this Agreement, the removal and abandonment provisions set forth in Section X herein, and any other provisions that survive the termination of this Agreement.

X. REMOVAL AND ABANDONMENT

If Licensee fails to use the Facilities or a certain part thereof installed under the terms of the Agreement for a period of one year or has otherwise abandoned the Facilities, if the term of the Agreement expires, or if the Agreement is terminated or is canceled for any reason, then Licensee shall remove its Facilities, or the abandoned portions thereof in the case of a partial abandonment, at its own sole cost and expense. As an alternative to removal and if mutually agreed to by Licensee and the Town, the ownership of the Facilities or the abandoned portions of such Facilities may be transferred to the Town, in which event all obligations and liabilities of Licensee under this Agreement in connection with the portion of the Facilities transferred to the Town shall terminate.

XI. MISCELLANEOUS

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

B. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. *Integration*. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. *Third Parties*. There are no intended third-party beneficiaries to this Agreement.

E. *Notice*. Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent prepaid, first-class United States mail to the Party at the address set forth on the first page of this Agreement.

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

G. *Modification*. This Agreement may only be modified upon written agreement of the Parties.

H. *Assignment*. This Agreement, and the terms, covenants, and conditions herein contained, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the Parties. Licensee shall have the right to assign this Agreement without the Town's consent to an entity affiliated with or formed by one or more principals of Licensee with 30 days' notification to the Town. Licensee shall not sell, transfer, lease, assign, sublet or dispose of, in whole or in part, either by forced or involuntary sale, or by ordinary sale, contract, consolidation or otherwise, this Agreement or any of the rights or privileges therein granted, without the prior consent of the Town, except that such consent shall not be required for sales, transfers, leases, assignments, subleases or disposals to any parent, subsidiary, affiliate or any person, firm or corporation that shall control, or be under common control with, Licensee. The Town's consent shall not be unreasonably withheld or delayed, but may be conditioned upon the performance of those requirements necessary to ensure compliance with the specific obligations of this Agreement imposed upon the Licensee by the Town. Licensee shall provide no less than 30 days written notice to the Town of the details of any transaction described herein that requires Town consent.

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

J. *Rights and Remedies*. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. *Force Majeure*. No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

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

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

TOWN OF SUPERIOR, COLORADO

_____
Mark Lacis, Mayor

ATTEST:

_____
Lydia Yecke, Town Clerk

LICENSEE

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

My commission expires:

(S E A L)

_____
Notary Public

~~**EXHIBIT A**~~
~~**TOWN PROPERTY**~~

EXHIBIT AB
LICENSEE'S FACILITIES

This Exhibit to the License Agreement between the Town of Superior, a Colorado Municipal Corporation (the "Town") and BIF IV Intrepid OpCo LLC (the "Licensee") defines the proposed Licensee network within the Town boundaries as depicted on the following map:

Licensee shall construct a fiber network consisting of the following:

- Underground Installation: Two (2) through four (4) HDPE conduits, up to 1.25" in diameter, including fiber optic cables of various sizes and access vaults as required.~~Two (2) through (4) 0.75" HDPE SDR 11 conduits, including fiber optic cables of various sizes and access vaults as required~~

This license shall include approximately 44 miles of underground construction, and will be completed primarily by horizontal directional drilling. No incremental new poles will be added as part of this process. Licensee may expand the scope of the network into new developed areas within the Town after review and approval by the Town.

Location of the Optical Line Terminal Cabinet:

For the purposes of aggregating traffic within the Town, Licensee shall install one (1) optical line terminal ("OLT") cabinet. The OLT shall be located at the intersection of South Indiana Street and East Heartstrong Street. The final location shall be subject to review by the Town and Xcel Energy power availability. The cabinet to be installed shall be as follows:

- Commscope CMC-21 Optical Line Terminal Cabinet, including a Nokia 7360 FX-8 and other associated Optical Equipment

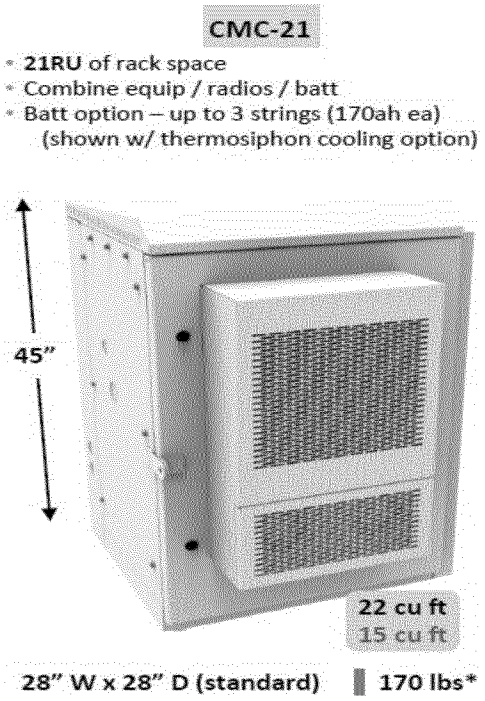


EXHIBIT B~~C~~
TOWN FIBER NETWORK

This Exhibit to the Agreement between the Town of Superior, a Colorado Municipal Corporation (the "Town") and BIF IV Intrepid OpCo LLC (the "Licensee") defines the construction, configuration, and operation of the Town Fiber Network connecting multiple locations within the Town. All provisions of the Agreement shall apply to and survive this Exhibit unless otherwise specifically identified. Wherever this Exhibit and the Agreement conflict, the Agreement shall control.

ARTICLE I – SCOPE OF SERVICES

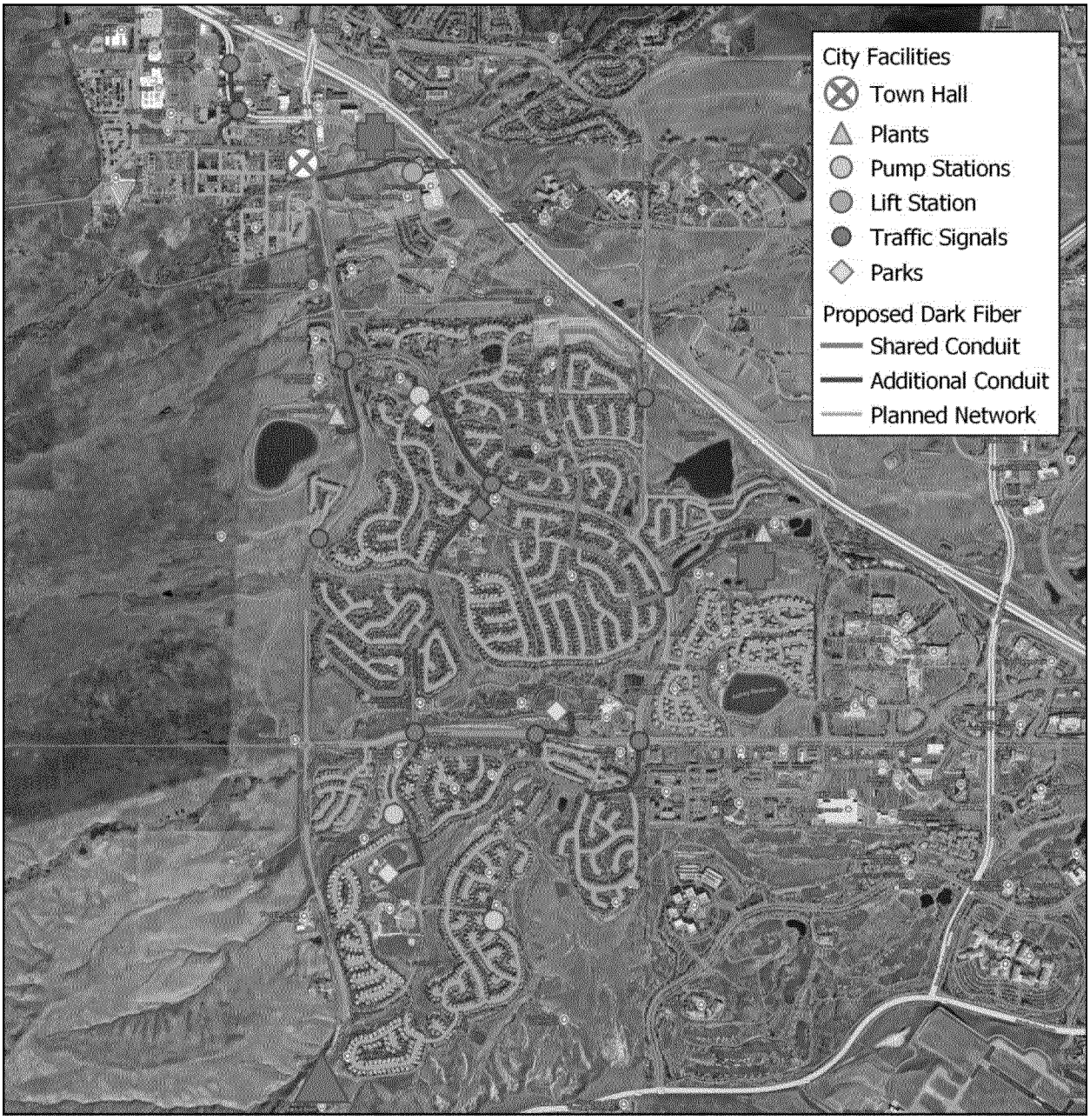
The Town Fiber Network shall include connections from Town Hall (124 East Coal Creek Dr, Superior, CO 80027) to the following locations:

Location	Type	Description
Town Hall	Building	Up to 12 fibers
Marshall/Center	Traffic Signal	Up to 12 fibers
Marshall/Sycamore	Traffic Signal	Up to 12 fibers
Lift Station	Water/Sewer	Up to 12 fibers
McCaslin/Rock Creek	Traffic Signal	Up to 12 fibers
Water Plant	Water/Sewer	Up to 12 fibers
Water Plant Pump Station	Water/Sewer	Up to 12 fibers
Purple Park Pump Station	Water/Sewer	Up to 12 fibers
Purple Park	Park	Up to 12 fibers
Rock Creek/Indiana	Traffic Signal	Up to 12 fibers
88th/Promenade	Traffic Signal	Up to 12 fibers
Sewer Plant	Water/Sewer	Up to 12 fibers
McCaslin/High Plains	Traffic Signal	Up to 12 fibers
Community Park	Park	Up to 12 fibers
Superior Commons Park	Park	Up to 12 fibers
Superior Commons Park	Park	Up to 12 fibers
Wildflower Park	Park	Up to 12 fibers
Coalton/Indiana	Traffic Signal	Up to 12 fibers
Coalton/Rock Creek Circle	Traffic Signal	Up to 12 fibers
Coalton/Rock Creek Pkwy	Traffic Signal	Up to 12 fibers
Mica Pump Station	Water/Sewer	Up to 12 fibers
Huron Peak Pump Station	Water/Sewer	Up to 12 fibers
South Pool	Building	Up to 12 fibers

Approximate fiber footage to connect the above facilities is approximately 31,000' of shared fiber and approximately 15,000' of Town fiber, for a total of approximately 46,000'. All demarcation points of services shall be further defined in the Service Order and as-built

drawings. Town Fiber speeds shall be minimum 10 gigabytes per second. In the event that a competitive fiber provider installs Town Fiber to an endpoint listed below before Licensee, then Licensee shall not be obligated to connect that endpoint.

Town Fiber Network Map:



ARTICLE II – TOWN FIBER NETWORK MAINTENANCE

Licensee shall provide routine maintenance and non-routine maintenance defined as follows:

- Routine Maintenance: Licensee shall take such actions as necessary to maintain the communication conduit and fiber optic cable in good and safe condition at all times, including without limitation subscription to the Colorado 811 system, locating of Town Fiber Network facilities, and repair of damages to the Town Fiber Network.
- Non-Routine Maintenance: Licensee shall perform all troubleshooting and restoration of the Town Fiber Network, including without limitation repairs required due to cable cuts, fires, remodeling work or other acts of third parties or Force Majeure events.
- Fiber Restoration: Following receipt of Town support request, Licensee shall use its best efforts to respond on-site, if necessary, to the affected location(s) within two hours of acknowledging a Support Ticket, provided Licensee has all necessary access to the Town location(s). In the event of a cable failure, Licensee shall use its best efforts to begin service restoration following identification of such failure as quickly as possible. Further, Licensee shall use commercially reasonable efforts to restore the functionality of the services as quickly as possible. During any outage, Licensee shall contact the Town on a regular basis to update the status of restoration.
- Relocation: The Town acknowledges and agrees that, after the Activation Date, Licensee may be required (i) by any governmental authority under the power of eminent domain or otherwise, (ii) by the grantor or provider of any underlying right, (iii) by any other person having the authority to so require, or (iv) by the occurrence of any force majeure event, to relocate segment(s) of Licensee's network. The Town shall work in good faith to minimize the impacts of relocations to the Licensee's network when such requests originate from the Town.
- As-Builts: Within thirty (30) days following the installation or relocation of any Town Fiber Network facilities within the Premises, Licensee shall provide the Town with detailed drawings showing the as-built location of such Town Fiber Network facilities.

ARTICLE III – NETWORK MONITORING

Licensee shall provide Network Monitoring via Licensee's Network Operations Center (the "NOC"). The NOC shall monitor the Town Fiber Network and perform cable and conduit maintenance and repair, on a 24 hour per day, seven days per week basis. The Town shall provide notice to the Licensee of any potential outages or service impairments for review and attention by Licensee. The Town may contact NOC Services at 877-252-2249 or rnoc-nar@list.nokia.com. Any changes to emergency contacts shall be provided by Licensee to the Town as they occur.

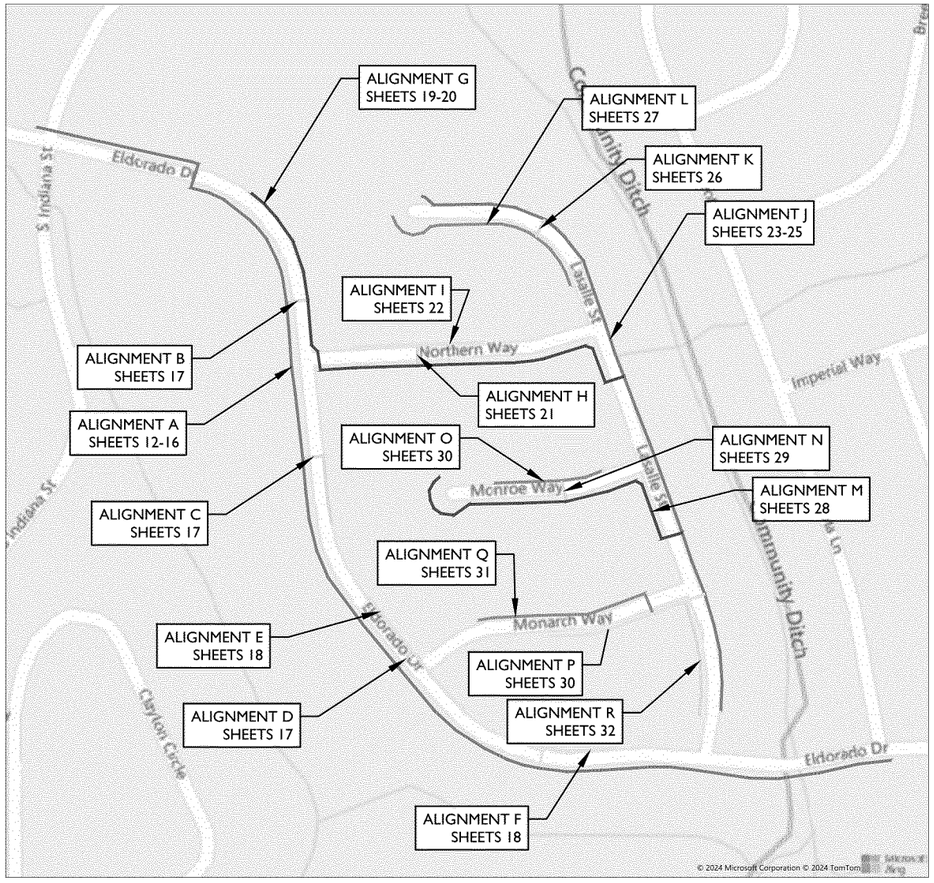
ARTICLE IV – USE OF SERVICES

The Town shall use the Town Fiber Network solely for lawful purposes. In no event shall the Town directly or indirectly transfer, sell, assign, swap, exchange, lease, sublease, license, sublicense, resell, or grant indefeasible or other rights of use in or to all or any part of the Town Fiber Network. Except as expressly set forth herein as part of the access rights included within the Town Fiber Network, the Town shall not own, control, access, maintain, splice, adjust, align, cut, modify, or revise the Town Fiber Network. The Town shall not install any components or equipment to be used with the Town Fiber Network that damages or interferes with the Licensee network.

INDEX OF SHEETS

SHT. No.	DESCRIPTION
1	COVER SHEET
2	BILL OF MATERIALS
3	GENERAL NOTES
4	GENERAL NOTES
5	TYPICAL DETAILS
6	TYPICAL DETAILS
7	TYPICAL DETAILS
8	TYPICAL DETAILS
9	APPROVED RESTORATION MIX DESIGN
10	DOOR HANGER
11	LEGEND
12	A-ALIGNMENT PLAN & PROFILE
13	A-ALIGNMENT PLAN & PROFILE
14	A-ALIGNMENT PLAN & PROFILE
15	A-ALIGNMENT PLAN & PROFILE
16	A-ALIGNMENT PLAN & PROFILE
17	B,C&D-ALIGNMENT PLAN & PROFILE
18	E&F-ALIGNMENT PLAN & PROFILE
19	G-ALIGNMENT PLAN & PROFILE
20	G-ALIGNMENT PLAN & PROFILE
21	H-ALIGNMENT PLAN & PROFILE
22	I-ALIGNMENT PLAN & PROFILE
23	J-ALIGNMENT PLAN & PROFILE
24	J-ALIGNMENT PLAN & PROFILE
25	J-ALIGNMENT PLAN & PROFILE
26	K-ALIGNMENT PLAN & PROFILE
27	L-ALIGNMENT PLAN & PROFILE
28	M-ALIGNMENT PLAN & PROFILE
29	N-ALIGNMENT PLAN & PROFILE
30	O&P-ALIGNMENT PLAN & PROFILE
31	Q-ALIGNMENT PLAN & PROFILE
32	R-ALIGNMENT PLAN & PROFILE
33	TCP TYPICALS
34	TCP TYPICALS

24864001A-DA102
NETWORK INFRASTRUCTURE INSTALLATION, CITY OF SUPERIOR, COLORADO



LOCATION MAP

SOURCE: BING MAPS

CONTRACTOR NOTE:

1. ALL EXISTING UTILITIES WERE OBTAINED VIA 811 LOCATE TICKETS (QL-D) INVESTIGATION FOR ALL RESIDENTIAL STREETS, COLLECTOR AND ARTERIAL STREETS. THE HORIZONTAL LOCATION OF EXISTING UTILITIES IS APPROXIMATE ONLY AND BASED UPON LOCATE DATA INVESTIGATION AND BEST AVAILABLE PROVIDED UTILITY RECORDS FROM ASSET OWNERS PRIOR TO THE PREPARATION OF THIS DESIGN.

2. UNDERGROUND UTILITIES IN THE AREA OF CONSTRUCTION ARE APPROXIMATE ONLY AND HAVE BEEN LOCATED FROM AS PER NOTES 1. CONTRACTOR TO VERIFY VERTICAL AND HORIZONTAL LOCATION OF EXISTING UTILITIES CROSSING PROPOSED FIBER OPTIC CONDUIT VIA PHYSICAL TEST HOLE OBSERVATION AND INVESTIGATION AT TIME OF CONSTRUCTION. IT IS UNDERSTOOD THAT MAY NOT BE FEASIBLE TO PHYSICALLY VERIFY DEPTH AND EXACT LOCATION OF UTILITY CROSSINGS WHERE THERE IS A 3' OR GREATER DEPTH SEPARATION BELOW PROPOSED NEW FIBER OPTIC CONDUIT, UNDER THESE CIRCUMSTANCES REASONABLE EFFORT SHOULD BE GIVEN TO LOCATE UTILITY CROSSING THROUGH SLOTTING METHODS, CROSSINGS MUST BE PHYSICALLY OBSERVED THROUGH "WINDOWING" OF THE BORE HEAD.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION AND REPAIR OF ALL UTILITIES ENCOUNTERED DURING CONSTRUCTION, WHETHER SHOWN ON THESE DRAWINGS OR NOT. THE CONTRACTOR SHALL CONTACT ALL RESPECTIVE UTILITIES AND HAVE ALL UTILITIES FIELD-LOCATED PRIOR TO CONSTRUCTION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL EXISTING STRUCTURES AND UTILITIES SHOWN ON THE DRAWINGS, TO ASCERTAIN WHETHER ANY STRUCTURES AND UTILITIES MAY EXIST AND TO REPAIR OR REPLACE ANY STRUCTURES AND UTILITIES THAT MAY BE DAMAGED.

4. UTILITY LOCATIONS OUTSIDE THE DIRECT PATH OF THE RUNNING LINE ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE ENGINEER OF RECORD TO LOCATE THE EXACT LOCATION PRIOR TO INITIATING ANY WORK DEVIATING MORE THAN 18" HORIZONTALLY OR VERTICALLY FROM THE PRESENTED RUNNING LINE.

5. CONTRACTOR TO NOTIFY THE ENGINEER OF RECORD OF ANY PROPOSED DEVIATIONS IN VERTICAL AND HORIZONTAL LOCATION OF EXISTING UTILITIES FROM THE DEPICTED LOCATIONS ON THIS PLAN SET. BORING IS TO BE HALTED AND NOT RESTARTED UNTIL BOTH THE ENGINEER OF RECORD AND CITY OF SUPERIOR ARE AWARE OF AND APPROVES POTENTIAL RE-ROUTING AS A RESULT OF DEVIATION IN VERTICAL AND HORIZONTAL LOCATION OF EXISTING PUBLIC OR CITY MANAGED UTILITIES.

6. IF CONTRACTOR OBSERVES AND SURFACE FEATURE INDICATING A UTILITY NOT PRESENTED IN THIS PLAN SET THAT IS CROSSING OR IN CONFLICT WITH THE PRESENTED FIBER OPTIC CONDUIT RUNNING LINE, THE CONTRACTOR SHALL DISCONTINUE BORING AND NOTIFY THE ENGINEER OF RECORD (EOR). BORING AT THIS LOCATION IS TO BE HALTED AND NOT RESTARTED UNTIL BOTH THE ENGINEER OF RECORD AND CITY OF SUPERIOR ARE AWARE OF AND APPROVES POTENTIAL RE-ROUTING AS A RESULT OF THE OBSERVED UTILITY.

CONTACT INFORMATION

CLIENT INFORMATION

ENGINEERING COMPANY

COMPANY: COLLIERS ENGINEERING & DESIGN (DBA MASER CONSULTING)
CONTACT: SHAWN SACKS
PHONE: (609) 458-3638
E-MAIL: SHAWN.SACKS@COLLIERSENG.COM

CONTRACTOR

COMPANY: NETWORK INFRASTRUCTURE CONSTRUCTION (NICXCO)
CONTACT: SCOTT WENDLAND
PHONE: (303) 332-1933
E-MAIL: SCOTTW@NICXCO.COM

PERMITTING ENTITY

CITY OF SUPERIOR, COLORADO

CONTACT: DEPARTMENT OF PUBLIC WORKS AND UTILITIES
PHONE: (303) 499-3675X110
E-MAIL: ALEXB@SUPERIORCOLORADO.GOV

Colliers Engineering & Design
www.colliersengineering.com

Copyright © 2024 Colliers Engineering & Design All Rights Reserved. This drawing and all the information contained herein is authorized for use only by the party for whom the services were contracted or to whom it is certified. This drawing may not be copied, reused, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.

Doing Business as MASER CONSULTING

811 PROTECT YOURSELF
ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE
Know what's below. Call before you dig.
FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DRAWN BY	DESCRIPTION

CONSTRUCTION/ ENCROACHMENT PLAN FOR
NICX Network Infrastructure Construction Co
ROW BORE PERMIT
CITY OF SUPERIOR, BOULDER COUNTY, COLORADO

Engineering & Design
DENVER
365 Inverness Parkway
Suite 100
Englewood, CO 80235
Phone: 303.731.6216
COLLIERS ENGINEERING & DESIGN, INC., DOING BUSINESS AS MASER CONSULTING

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	08/15/24	SNS	SMS

PROJECT NUMBER: 24864001A-DA102
DRAWING NAME: _24864001A-DA102-FS

SHEET TITLE: COVER SHEET

SHEET NUMBER: 1 of 34

VAcPublish_33056_24864001A-DA102-FS.dwg\1 -COVER By: SOMER.SPRATTE

BILL OF MATERIALS

LF/EA	DESCRIPTION
9125	DIRECTIONAL BORE
21	13"X24"X18" HAND HOLE
1	17" X 30" X24" HAND HOLE
0	24" X 36" X36" HAND HOLE
0	30" X 48" X36" HAND HOLE
58	9" FLOWER POT
5399	BLACK .75" CONDUIT
5399	ORANGE .75" CONDUIT
9125	BLUE .75" CONDUIT
9125	GREEN .75" CONDUIT

Colliers Engineering & Design
www.colliersengineering.com
Copyright © 2024 Colliers Engineering & Design All Rights Reserved. This drawing and all the information contained herein is authorized for use only by the party for whom the services were contracted or to whom it is certified. This drawing may not be copied, reused, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.
Doing Business as MASER CONSULTING
811 PROTECT YOURSELF
ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE
Know what's below. Call before you dig.
FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DRAWN BY	DESCRIPTION
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.

CONSTRUCTION/
ENCROACHMENT PLAN
FOR

NICX
Network Infrastructure Construction Co

ROW BORE PERMIT
CITY OF SUPERIOR,
BOULDER COUNTY,
COLORADO

Colliers Engineering & Design
DENVER
365 Inverness Parkway
Suite 100
Englewood, CO 80235
Phone: 303.731.6216
COLLIERS ENGINEERING & DESIGN, INC., DOING BUSINESS AS MASER CONSULTING

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	08/15/24	SNS	SMS

PROJECT NUMBER: 24864001A-DA102
DRAWING NAME: _24864001A-DA102-FS

SHEET TITLE:
BILL OF MATERIALS

SHEET NUMBER:
2 of 34

\AcPublish_33056_24864001A-DA102-FS.dwg\2 -BOM By: SOMER.SPRATTE

Boring and Trenching

1. The alignment of the utility shall be marked in the field for City approval prior to construction. Provide 2' horizontal clearance between gutter lip, 3' from back of curb, edge of walk and 5' from wet utilities.
2. Above ground pedestals shall be installed at edge of right of way and shall not obstruct the vision clearance area or intersection sight distance. Provide 2' horizontal clearance minimum between flush mounted boxes and curb or walk.
3. Conduit/cable shall be installed with 3' minimum cover.
4. At completion of boring, Engineer may request additional potholes to verify utility location and depth.
5. The alignment of the utility shall be marked in the field for City approval prior to construction. Provide 2' horizontal clearance between gutter lip, 3' from back of curb, edge of walk and 5' from wet utilities.
6. Above ground pedestals shall be installed at edge of right of way and shall not obstruct the vision clearance area or intersection sight distance. Provide 2' horizontal clearance minimum between flush mounted boxes and curb or walk.
7. Conduit/cable shall be installed with 3' minimum cover.
8. At completion of boring, Engineer may request additional potholes to verify utility location and depth.

Potholes

1. Contractor shall adhere to City's required clearances from wet utilities and concrete features such as curb, gutter and walk.
2. Potholes in asphalt may be temporarily filled with squeegee and capped with cold mix asphalt 2" minimum thickness. Permanent pothole repairs shall include removal of cold mix asphalt, squeegee and backfill to a depth of 2' minimum, subgrade filled with controlled low strength material CLSM, unless otherwise approved by the City. Clean, tack edge of pothole core, apply heat to existing asphalt and provide asphalt repair as seen in Pavement section of this permit.
3. The use of a compacted roadbase/cement mix (5:1) or select backfill material in lieu of CLSM if the quantity of backfill is low may be approved by the City
4. Potholes in concrete (curb, gutter, walk, or crosspan) shall be repaired by replacement of complete panel/segment/section.

Concrete

1. Contractor shall use the pre-approved mix indicated on Page 1 of this permit or the material/mix will be rejected by the Inspector/Engineer at the job site. In addition Contractor will be issued a re-inspection fine for any rejected loads.
2. Concrete mix shall provide the following minimal requirements: Minimum cement content of 615 lb (6.5 sack), 0.45 max. water/cement ratio, maximum 4" slump, no fly ash, no water reducing agent admixture and 4500 psi compressive strength at 28 days. Cylinders and compression testing may be requested by the Inspector/Engineer at the contractor/applicants expense. .
3. Contractor shall saw cut and remove concrete curb, gutter and walk to the limits approved by the City. Damages caused by the work to adjoining property shall be repaired at the Contractors expense.
4. Contractor shall provide subgrade preparation that includes replacement of unsuitable material, moisture treatment and compaction. Compaction test may be required.
5. Contractor shall utilize forms that are straight, clean and conform to the appropriate concrete feature. All tools shall be in good working order. Workers shall be trained in providing quality workmanship in accordance with ACI.
6. Contractor shall use a string line or straight edge to provide the correct surface elevation at gutter lip, flow line, curb face, and top of walk. The Contractor may use the existing edge of asphalt as a form for gutter face, but must still use a straight line for elevation of the gutter lip, not the edge of asphalt.
7. Concrete surfaces shall receive a light broom finish and white pigmented or clear curing compound as directed by the Inspector/Engineer.
8. Asphalt damaged during work shall be removed and replaced with a new asphalt patch. New asphalt patch shall be 2' wide minimum, length and depth as directed by the City.
9. Provide barricades around completed work until concrete has cured for 7 days. Concrete shall be properly protected with blankets (winter weather), cones, etc. Any damages or vandalism caused to new concrete shall be repaired or replaced as directed by the City, at the expense of the Contractor.
10. All concrete work shall be complete (broom finish and curing compound sprayed) by the following times: 5:00pm Monday - Thursday, April 1 - September 30 3:30pm Monday - Thursday, October 1 - March 31 & every Friday year round

Contractor shall verify all rights of way per the recorded plats with Boulder County/SUPERIOR.

Right of way information shown on the drawings is approximate.

Any lines/boxes/hand holes installed outside of the right of way shall be removed and relocated at the direction of the City

Town of Superior

Town of Superior
Department of Public Works and Utilities

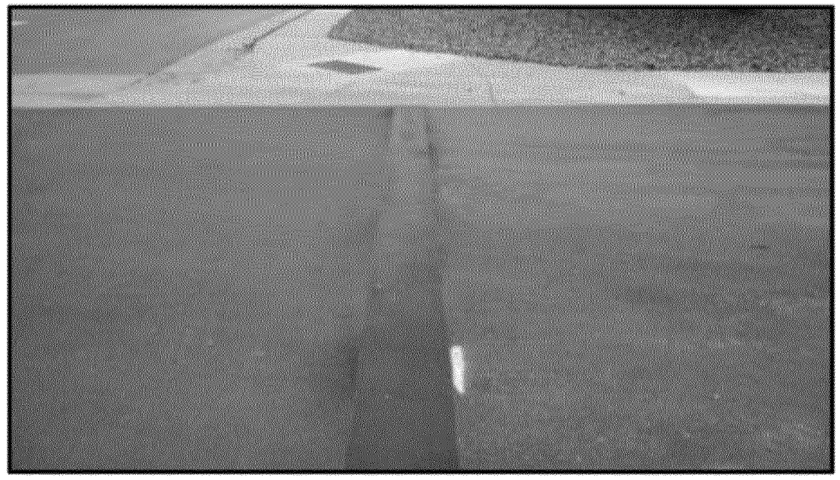
TACK SEALING OF ASPHALT JOINTS

The Town of Superior has an obligation to protect the taxpayer investment in Town Streets. Therefore, the following procedures shall be followed for asphalt overlays, repairs and potholes.

Tack Coat: Apply uniformly to vertical surfaces abutting or projecting into new, hot-mix asphalt paving at a rate of 0.05 to 0.15 gal./sq. yd.

1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.
3. Immediately after finish rolling, and before the asphalt surface temperature drops below 175 degrees, apply tack coat a minimum of 12" either side of the joint to seal the joint. On patches of 40 square feet or less, apply tack coat to the entire surface and extend outside the joint 12 inches onto existing pavement surface.

Tack Sealed Joint



Approved Traffic Control Plans shall be in place during all times of work within the Town of Superior Right-of-Way. Hours of work on Marshall Road, McCaslin Blvd, Rock Creek Parkway, Coaton Road shall be restricted to **9:00am - 3:30pm, Monday - Friday**.

No contractor or subcontractor shall work within Town of Superior Right-of-Way without a permit.

Construction Inspection Line 303-709-6726

Rev. 10/01/03

Colliers Engineering & Design
www.colliersengineering.com

Copyright © 2024 Colliers Engineering & Design All Rights Reserved. This drawing and all the information contained herein is authorized for use only by the party for whom the services were contracted or to whom it is certified. This drawing may not be copied, reused, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.

Doing Business as MASER CONSULTING

811 PROTECT YOURSELF
ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE
Know what's below. Call before you dig.
FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DRAWN BY	DESCRIPTION

CONSTRUCTION/ ENCROACHMENT PLAN FOR

NICX Network Infrastructure Construction Co

ROW BORE PERMIT
CITY OF SUPERIOR, BOULDER COUNTY, COLORADO

Engineering & Design
DENVER
365 Inverness Parkway
Suite 100
Englewood, CO 80235
Phone: 303.731.6216
COLLIERS ENGINEERING & DESIGN, INC. DOING BUSINESS AS MASER CONSULTING

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	08/15/24	SNS	SMS

PROJECT NUMBER: 24864001A-DA102
DRAWING NAME: _24864001A-DA102-FS

SHEET TITLE: GENERAL NOTES

SHEET NUMBER: 3 of 34

\AcPublish_33056_24864001A-DA102-FS.dwg\3 -GENERAL NOTES By: SOMER.SPRATTE

Town of Superior
Directional Boring and Pothole Restoration Provisions

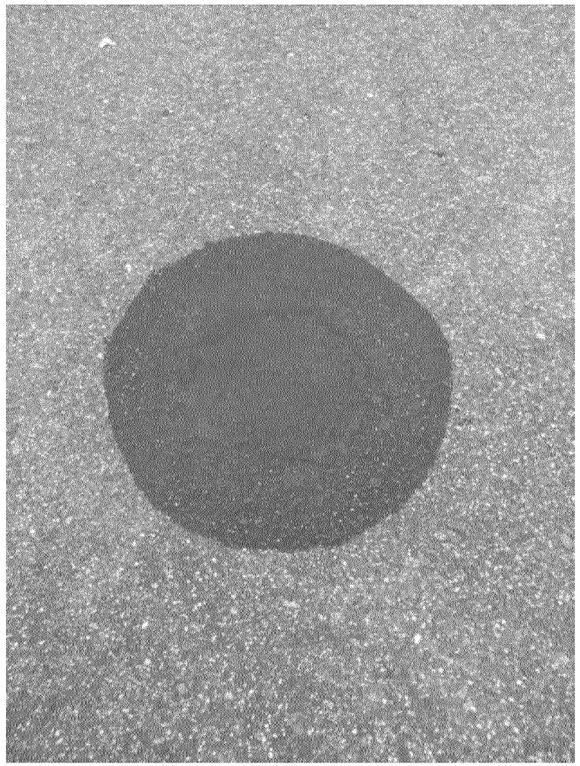
1. Potholes shall be filled with Class 6 Recycle Concrete Roadbase, flowfill, or flashfill immediately after the exploratory excavation is completed. Class 6 Recycle Concrete Roadbase shall be uniformly moisture conditioned to -1% to +1% of optimum, placed in lifts not to exceed 8 inches and compacted to a minimum of 95% of Modified Proctor as determined by AASHTO T-180. Flashfill and flowfill mixes shall comply with CDOT Standards and Specifications. Mix designs require approval prior to use of the products.

2. Cold mix asphalt may be used for up to 48 hours as a temporary patch for the roadway surface. The cold mix asphalt shall be a minimum of 8 inches thick. Cold mix asphalt shall be placed immediately after the backfill of the pothole.

3. Patchback with an approved 1/2 inch asphalt mix shall be completed within 48 hours after the pot-hole excavation. Asphalt mix temperature shall be a minimum of 275 degrees Fahrenheit at the time of placement. The existing asphalt around the pothole shall be smooth, thoroughly cleaned, and edges tacked prior to placement of the hot mix asphalt. The minimum thickness shall be 8 inches, or match existing, whichever is greater. The asphalt shall be compacted to a minimum of 92-96%.

4. The surface of the new patch shall be smooth and flat to match the existing roadway surface. The newly placed patch shall not exceed a surface tolerance of 3/16 inch when checked with a 10 foot straightedge. Any variance to this tolerance shall be removed and corrected.

5. Immediately after rolling the surface of the new asphalt patch, and prior to the asphalt temperature dropping below 175 degrees Fahrenheit, the entire surface, and out 1 foot onto the existing asphalt surface shall be coated with an application of CSS-1H tack. Special attention shall be paid to the application at the seams of the new and old asphalt. The patch shall be protected until the CSS-1H cures to avoid tracking.



Engineering & Design
www.colliersengineering.com
Copyright © 2024 Colliers Engineering & Design All Rights Reserved. This drawing and all the information contained herein is authorized for use only by the party for whom the services were contracted or to whom it is certified. This drawing may not be copied, reused, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.
Doing Business as MASER CONSULTING
811 PROTECT YOURSELF
ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE
Know what's below. Call before you dig.
FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DRAWN BY	DESCRIPTION
.	.	.	.

CONSTRUCTION/ ENCROACHMENT PLAN FOR

NICX Network Infrastructure Construction Co

ROW BORE PERMIT
CITY OF SUPERIOR,
BOULDER COUNTY,
COLORADO

Engineering & Design
DENVER
365 Inverness Parkway
Suite 100
Englewood, CO 80235
Phone: 303.731.6216
COLLIERS ENGINEERING & DESIGN, INC. DOING BUSINESS AS MASER CONSULTING

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	08/15/24	SNS	SMS

PROJECT NUMBER: 24864001A-DA102
DRAWING NAME: _24864001A-DA102-FS

SHEET TITLE: TYPICAL DETAILS

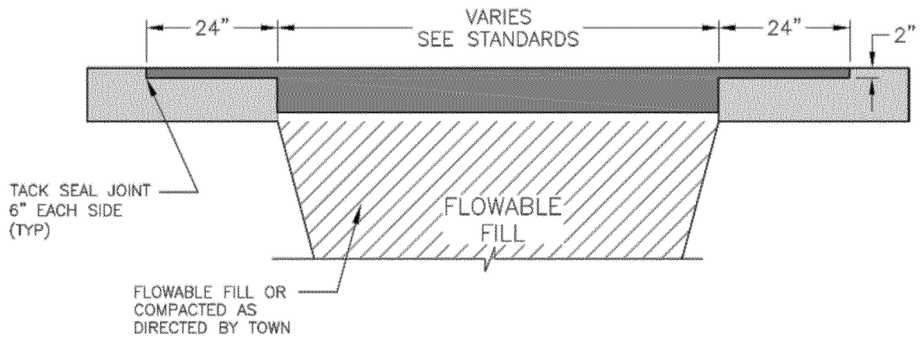
SHEET NUMBER: 4 of 34

\AcPublish_33056_24864001A-DA102-FS.dwg\4 - GENERAL NOTES By: SOMER.SPRATTE

	MINIMUM ASPHALT PATCH THICKNESS			
	ZONING			
STREET CLASSIFICATION	INDUSTRIAL		ALL OTHER	
	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:

1. PATCHBACK IS TO BE USED ON EXISTING ROADWAYS.
2. CDOT FLOW FILL, OR FOAM FLASH FILL FOR TRENCH BACKFILL.
3. 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.
4. 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

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

Town of Superior
Gateway to Boulder Valley

TRENCH PATCHBACK DETAIL

DATE: JANUARY 2019 | SHEET 500–11a

Colliers Engineering & Design
www.colliersengineering.com
Copyright © 2024 Colliers Engineering & Design All Rights Reserved. This drawing and all the information contained herein is authorized for use only by the party for whom the services were contracted or to whom it is certified. This drawing may not be copied, reused, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.
Doing Business as MASER CONSULTING
811 PROTECT YOURSELF
ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE
Know what's below. Call before you dig.
FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DRAWN BY	DESCRIPTION

CONSTRUCTION/
ENCROACHMENT PLAN
FOR

NICX Network Infrastructure Construction Co

ROW BORE PERMIT
CITY OF SUPERIOR,
BOULDER COUNTY,
COLORADO

Colliers Engineering & Design
DENVER
365 Inverness Parkway
Suite 100
Englewood, CO 80235
Phone: 303.731.6216
COLLIERS ENGINEERING & DESIGN, INC., DOING BUSINESS AS MASER CONSULTING

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	08/15/24	SNS	SMS

PROJECT NUMBER: 24864001A-DA102
DRAWING NAME: _24864001A-DA102-FS

SHEET TITLE: TYPICAL DETAILS

SHEET NUMBER: 5 of 34

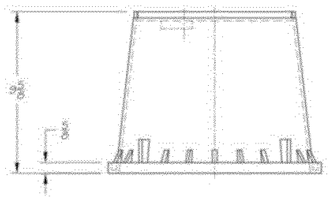
\\AcPublish_33056_24864001A-DA102-FS.dwg\5 -TYPICAL DETAILS By: SOMER.SPRATTE

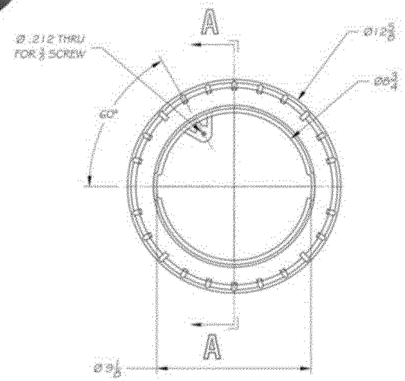
UTILITY PLASTICS

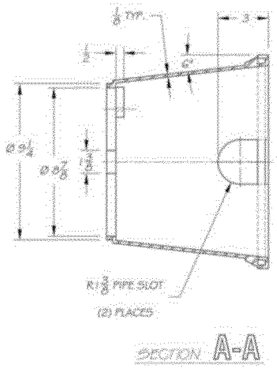
ROUND BOXES FOR FIBER

JD-1000 | Features and Specifications

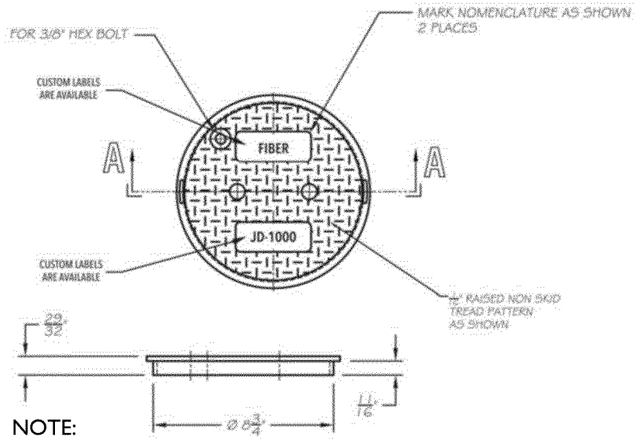
- Material: UV Stabilized Polypropylene
- Estimated Weight: 1 lb. 12 oz. plus 0 lb. 9.5 oz. lid
- Color: Black botttom; Green lid
- Reinforced bottom edge for retained shape
- Twist-Lock lid for preventing mower suction and blade damage
- Mouseholes and knockouts for pipe configurations
- ASTM C857: Pedestrian, light duty non-vehicular traffic situations only. Actual load rating varies by box and lid combination
- Field modifications with any cutting tool
- Made in the U.S.A.

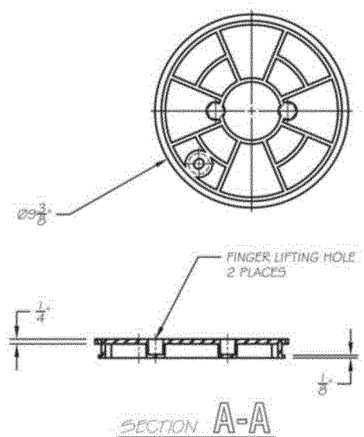






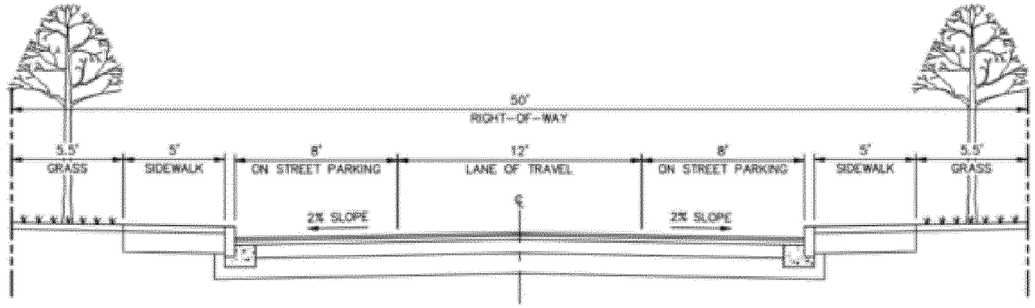
SECTION A-A



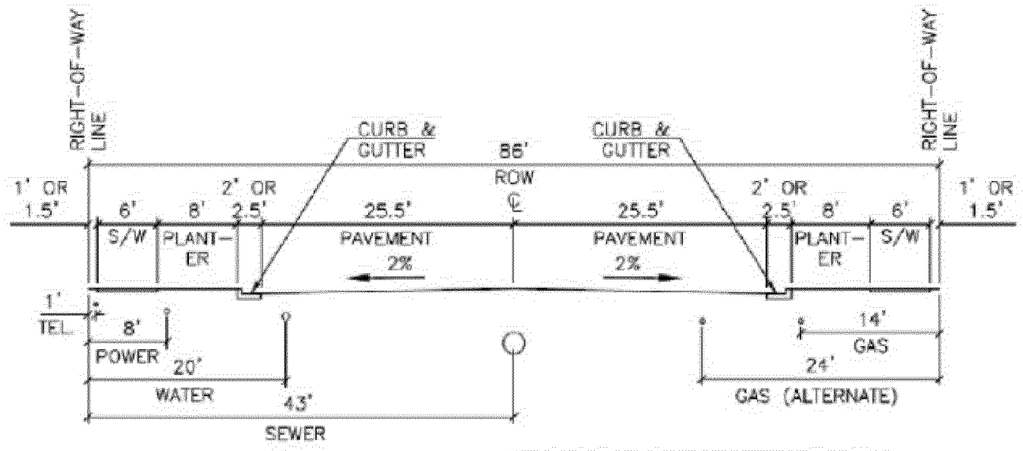


SECTION A-A

NOTE:
CONTRACTOR TO INSTALL 6" OF COMPACTED GRAVEL BELOW THE HANDHOLE AS A BASE PRIOR TO PLACING THE HANDHOLE. GRAVEL TO BE 34" TO 1 1/2".
ALL CONDUIT ENTERING A HANDHOLE OR MANHOLE SHALL BE HORIZONTAL TO THE GROUND AND ENTER THE WALL PERPENDICULAR TO THE WALL AT THE POINT OF PENETRATION. IN THE CASE OF FLUSH MOUNTED HAND HOLES, WHERE CONDUIT CANNOT ENTER THROUGH THE WALL, CONDUIT SHALL HAVE A GRADUAL SWEEP (36" RADIUS OR GREATER) INTO THE HAND HOLE FLOOR. ALL CONDUITS SHALL BE SEALED WITH MORTAR AROUND THE PENETRATION ON THE MANHOLE WALL. CONDUIT OR INNERDUCT SHALL EXTEND 6 INCHES, +/- 2 INCHES THROUGH THE WALL OR FLOOR OF ANY HAND HOLE OR MANHOLE.

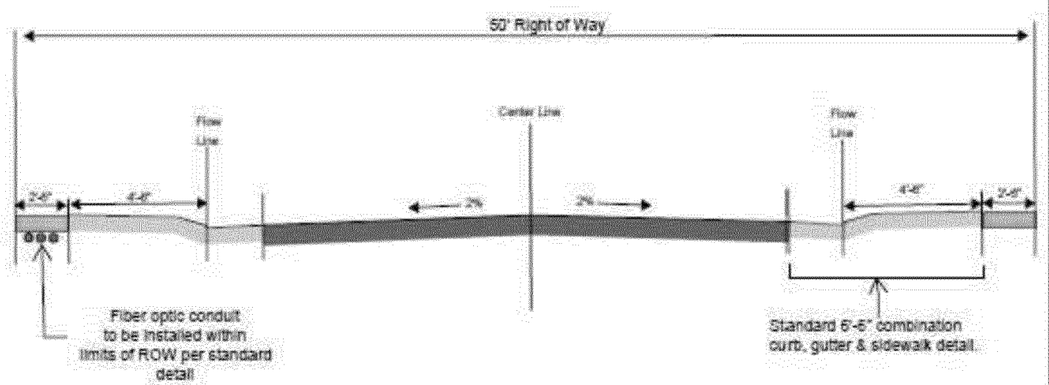


FIFTH STREET ONE-WAY TRAFFIC, 4TH ST TO CHESTNUT ST
TYPICAL ROADWAY CROSS SECTION



NOTE: POWER & TELEPHONE LINES CAN BE ON EITHER SIDE OF STREET

FIGURE 1 – ARTERIAL AND COLLECTOR STREETS



ALL 50' STREETS
TYPICAL CROSS SECTION
NO SCALE

Colliers Engineering & Design
www.colliersengineering.com

Copyright © 2024 Colliers Engineering & Design All Rights Reserved. This drawing and all the information contained herein is authorized for use only by the party for whom the services were contracted or to whom it is certified. This drawing may not be copied, reused, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.

Doing Business as MASER CONSULTING

811 PROTECT YOURSELF
ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE
Know what's below. Call before you dig.
FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DRAWN BY	DESCRIPTION

CONSTRUCTION/ ENCROACHMENT PLAN FOR

NICX Network Infrastructure Construction Co

ROW BORE PERMIT
CITY OF SUPERIOR, BOULDER COUNTY, COLORADO

Colliers Engineering & Design
DENVER
365 Inverness Parkway
Suite 100
Englewood, CO 80235
Phone: 303.731.6216
COLLIERS ENGINEERING & DESIGN, INC. DOING BUSINESS AS MASER CONSULTING

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	08/15/24	SNS	SMS

PROJECT NUMBER: 24864001A-DA102
DRAWING NAME: _24864001A-DA102-FS

SHEET TITLE: TYPICAL DETAILS

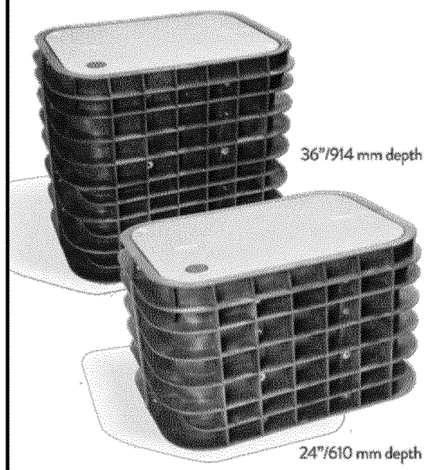
SHEET NUMBER: 6 of 34

\AcPublish_33056_24864001A-DA102-FS.dwg\6 -TYPICAL DETAILS By: SOMER.SPRATTE

BULK

TECHNICAL SPECIFICATIONS

Grade Level Box BULK ④ Series



Now with SHIELD X™ Covers

FEATURES

- Upgradeable
- Lightweight/Strong (TIER 22)
- Patented Anti-Slip Technology
- Anti-Seize Bolt Technology
- Industry Leader in Anti-Trip Hazard Prevention
- Superior Fatigue Resistance (EST)™
- Vertical and Horizontal Rib Design
- Embedded Vertical Racking
- Reduced Installation Cost
- Highest Load Rating to Weight Ratio in the Industry

TESTING CRITERIA

Covers meet or exceed:

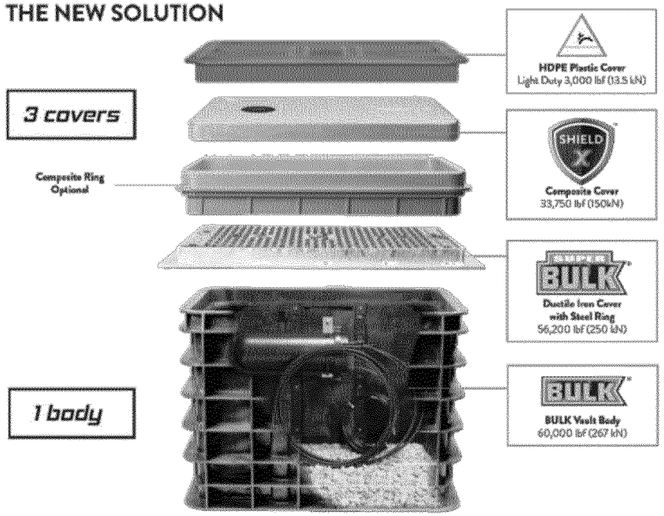
- EST™ 3 Million Cycles
- Telcordia GR-902-CORE
- Western Underground Committee Guide 3.6
- ANSI/SCTE 77 2013-TIER 22
- EN124 Class A15/B125

Bodies meet or exceed:

- Telcordia GR-902-CORE
- Western Underground Committee Guide 3.6
- ANSI/SCTE 77 2013-TIER 22
- EN124 Class A15/B125/C250
- ASTM-457
- AASHTO M-306 (H-20/25)
- AS3996-Class B/C

CHANNELL channell.com

THE NEW SOLUTION



SPECIFICATION	PROOF LOAD	PRODUCTS
AMERICAS	**STANDARDS**	
Pedestrian/Light Duty	3,000 lbf (13.5 kN)	
ANSI/SCTE 77 TIER 22	33,750 lbf (150 kN)	
AASHTO M-306-10 H 20	40,000 lbf (178 kN)	
AASHTO M-306-10 H 25	50,000 lbf (222.4 kN)	
ASTM-457	46,000 lbf (205 kN)	
EMEA	**STANDARDS**	
Pedestrian/Light Duty	2,250 lbf (10 kN)	
EN 124 Class B125	28,100 lbf (125 kN)	
EN 125 Class C125	56,200 lbf (250 kN)	
APAC	**STANDARDS**	
Pedestrian/Light Duty	3,370 lbf (15 kN)	
AS3996-Class B	18,000 lbf (80 kN)	
AS3996-Class C	33,750 lbf (150 kN)	

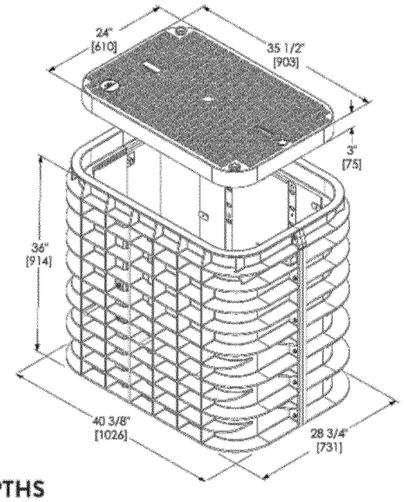
BULK ④ Series TECHNICAL SPECIFICATIONS

BODY SPECIFICATIONS

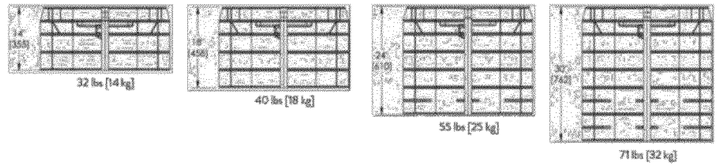
Cover Weight	50 lbs	[23 kg]
Pit Weight	82 lbs	[37 kg]
Assembled Weight	132 lbs	[60 kg]

Drawing shown with SHIELD X Composite Cover

BULK 4 Vault Body 36" [914 mm] Depth Shown



ADDITIONAL BODY DEPTHS



SHIELD X BULK MADE IN USA

CHANNELL

UNITED STATES	CANADA	EUROPE, MIDDLE EAST, AFRICA	AUSTRALIA, ASIA, PACIFIC RIM
800.423.1863	905.565.1700	44.1322.312590	61.2.8884.4111

www.channell.com

NOTE:
CONTRACTOR TO INSTALL 6" OF COMPACTED GRAVEL BELOW THE HANDHOLE AS A BASE PRIOR TO PLACING THE HANDHOLE. GRAVEL TO BE 34" TO 1 1/2".
ALL CONDUIT ENTERING A HANDHOLE OR MANHOLE SHALL BE HORIZONTAL TO THE GROUND AND ENTER THE WALL PERPENDICULAR TO THE WALL AT THE POINT OF PENETRATION. IN THE CASE OF FLUSH MOUNTED HAND HOLES, WHERE CONDUIT CANNOT ENTER THROUGH THE WALL, CONDUIT SHALL HAVE A GRADUAL SWEEP (36" RADIUS OR GREATER) INTO THE HAND HOLE FLOOR. ALL CONDUITS SHALL BE SEALED WITH MORTAR AROUND THE PENETRATION ON THE MANHOLE WALL. CONDUIT OR INNERDUCT SHALL EXTEND 6 INCHES, +/- 2 INCHES THROUGH THE WALL OR FLOOR OF ANY HAND HOLE OR MANHOLE.

Colliers Engineering & Design
www.colliersengineering.com
Copyright © 2024. Colliers Engineering & Design. All Rights Reserved. This drawing and all the information contained herein is authorized for use only by the party for whom the services were contracted or to whom it is certified. This drawing may not be copied, reused, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.
Doing Business as MASER CONSULTING
811 PROTECT YOURSELF
ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE
Know what's below. Call before you dig.
FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DRAWN BY	DESCRIPTION

CONSTRUCTION/ ENCROACHMENT PLAN FOR

NICX Network Infrastructure Construction Co

ROW BORE PERMIT
CITY OF SUPERIOR, BOULDER COUNTY, COLORADO

Engineering & Design
DENVER
365 Inverness Parkway
Suite 100
Englewood, CO 80235
Phone: 303.731.6216
COLLIERS ENGINEERING & DESIGN, INC., DOING BUSINESS AS MASER CONSULTING

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	08/15/24	SNS	SMS

PROJECT NUMBER: 24864001A-DA102
DRAWING NAME: _24864001A-DA102-FS

SHEET TITLE: TYPICAL DETAILS

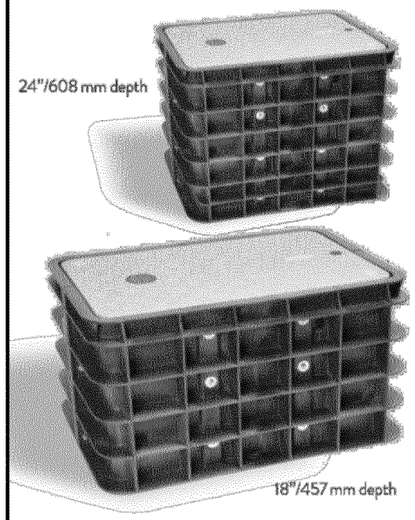
SHEET NUMBER: 7 of 34

\AcPublish_33056_24864001A-DA102-FS.dwg\7 -TYPICAL DETAILS By: SOMER.SPRATTE

BULK

TECHNICAL SPECIFICATIONS

Grade Level Box BULK ③ Series



Now with SHIELD X™ Covers

FEATURES

- Upgradeable
- Lightweight/Strong (TIER 22)
- Patented Anti-Slip Technology
- Anti-Seize Bolt Technology
- Industry Leader in Anti-Trip Hazard Prevention
- Superior Fatigue Resistance (EST)™
- Vertical and Horizontal Rib Design
- Embedded Vertical Racking
- Reduced Installation Cost
- Highest Load Rating to Weight Ratio in the Industry

TESTING CRITERIA

Covers meet or exceed:

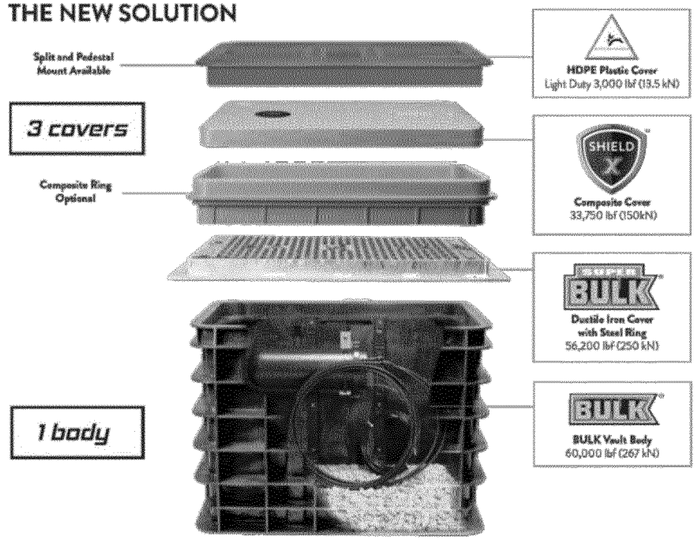
- EST™ 3 Million Cycles
- Telcordia GR-902-CORE
- Western Underground Committee Guide 3.6
- ANSI/SCTE 77 2013-TIER 22
- EN124 Class A15/B125

Bodies meet or exceed:

- Telcordia GR-902-CORE
- Western Underground Committee Guide 3.6
- ANSI/SCTE 77 2013-TIER 22
- EN124 Class A15/B125/C250
- ASTM-457
- AASHTO M-306 (H-20/25)
- AS3996-Class B/C

CHANNELL channell.com

THE NEW SOLUTION



SPECIFICATION	PROOF LOAD	PRODUCTS
AMERICAS	**STANDARDS**	
Pedestrian/Light Duty	3,000 lbf (13.5 kN)	
ANSI/SCTE 77 TIER 22	33,750 lbf (150 kN)	
AASHTO M-306-10 H 20	40,000 lbf (178 kN)	
AASHTO M-306-10 H 25	50,000 lbf (222.4 kN)	
ASTM-457	46,000 lbf (205 kN)	
EMEA	**STANDARDS**	
Pedestrian/Light Duty	2,250 lbf (10 kN)	
EN 124 Class B125	28,100 lbf (125 kN)	
EN 125 Class C125	56,200 lbf (250 kN)	
APAC	**STANDARDS**	
Pedestrian/Light Duty	3,370 lbf (15 kN)	
AS3996-Class B	18,000 lbf (80 kN)	
AS3996-Class C	33,750 lbf (150 kN)*	

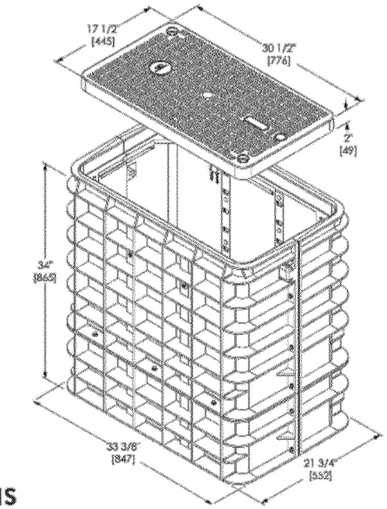
BULK ③ Series TECHNICAL SPECIFICATIONS

BODY SPECIFICATIONS

Cover Weight	26 lbs	[12 kg]
Pit Weight	63 lbs	[29 kg]
Assembled Weight	89 lbs	[41 kg]

Drawing shown with SHIELD X Composite Cover

BULK 3 Vault Body
34" [865 mm] Depth Shown



ADDITIONAL BODY DEPTHS

MADE IN USA

UNITED STATES	CANADA	EUROPE, MIDDLE EAST, AFRICA	AUSTRALIA, ASIA, PACIFIC RIM
800.423.1863	905.565.1700	44.1322.312590	61.2.8884.4111

CHANNELL

www.channell.com

NOTE:
CONTRACTOR TO INSTALL 6" OF COMPACTED GRAVEL BELOW THE HANDHOLE AS A BASE PRIOR TO PLACING THE HANDHOLE. GRAVEL TO BE 34" TO 1 1/2".
ALL CONDUIT ENTERING A HANDHOLE OR MANHOLE SHALL BE HORIZONTAL TO THE GROUND AND ENTER THE WALL PERPENDICULAR TO THE WALL AT THE POINT OF PENETRATION. IN THE CASE OF FLUSH MOUNTED HAND HOLES, WHERE CONDUIT CANNOT ENTER THROUGH THE WALL, CONDUIT SHALL HAVE A GRADUAL SWEEP (36" RADIUS OR GREATER) INTO THE HAND HOLE FLOOR. ALL CONDUITS SHALL BE SEALED WITH MORTAR AROUND THE PENETRATION ON THE MANHOLE WALL. CONDUIT OR INNERDUCT SHALL EXTEND 6 INCHES, +/- 2 INCHES THROUGH THE WALL OR FLOOR OF ANY HAND HOLE OR MANHOLE.

Colliers Engineering & Design
www.colliersengineering.com
Copyright © 2024. Colliers Engineering & Design. All Rights Reserved. This drawing and all the information contained herein is authorized for use only by the party for whom the services were contracted or to whom it is certified. This drawing may not be copied, reused, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.
Doing Business as MASER CONSULTING
811 PROTECT YOURSELF
ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE
Know what's below. Call before you dig.
FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DRAWN BY	DESCRIPTION

CONSTRUCTION/ ENCROACHMENT PLAN FOR
NICX Network Infrastructure Construction Co
ROW BORE PERMIT
CITY OF SUPERIOR, BOULDER COUNTY, COLORADO

Colliers Engineering & Design
DENVER
365 Inverness Parkway
Suite 100
Englewood, CO 80235
Phone: 303.731.6216
COLLIERS ENGINEERING & DESIGN, INC. DOING BUSINESS AS MASER CONSULTING

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	08/15/24	SNS	SMS

PROJECT NUMBER: 24864001A-DA102
DRAWING NAME: _24864001A-DA102-FS

SHEET TITLE: TYPICAL DETAILS

SHEET NUMBER: 8 of 34

\AcPublish_33056_24864001A-DA102-FS.dwg\8 -TYPICAL DETAILS By: SOMER.SPRATTE

Asphalt Mix Design

Company	Mix Number	Company #	Designation
Grade SX (1/2")			
Aggregate Industries	800071	#4	SX
Asphalt Specialties	H5BN00		SX
Brannan Sand and Gravel	40049-XX		SX
Brannan Sand and Gravel	40053-XX		SX w/Rap
Brannan Sand and Gravel	40199-XX		SX
CASI		#4	SX
Martin Marietta	1243		SX w/Rap
Martin Marietta	5585		SX
Grade S (3/4")			
Aggregate Industries	800072	#7	S
Aggregate Industries	800073	#8	S w/Rap
Asphalt Specialties	E1BN15		S
Asphalt Specialties	H3BN20		S w/Rap
Brannan Sand and Gravel	40013-XX		S w/Rap
Brannan Sand and Gravel	40189-XX		S w/Rap
CASI		#28	S
Martin Marietta	5493	2243	S w/Rap
Martin Marietta	5502	2243	S
Grade SG (1")			
Aggregate Industries	801240	#5	SG w/Rap
Aggregate Industries	801241	#125	SG w/Rap
Asphalt Specialties	H1BN20		SG w/Rap
Brannan Sand and Gravel	40205-XX		SG w/Rap
Brannan Sand and Gravel	40085-XX		SG w/Rap
Lafarge	43324308		SG w/Rap

Concrete Mix Design
4,500 PSI Minimum
Without Water Reducer and Fly Ash

Company	Mix Number
Aggregate Industries	5400020
Brannan Sand and Gravel	146014
Burnco	45VN01A4G
Metro Mix	7001
On Demand Concrete	CBDP4500C
Smyrna Ready Mix	45346
Varra	36268

Flowable Fill Mix Design

Company	Mix Number
Brannan Sand and Gravel	4162
Brannan Sand and Gravel	500907R
Burnco	01VB90A9C
Flashfill Services	FLASH FILL
Metro Mix	1005
Metro Mix	FF85
On Demand Concrete	QSFF100S
Rocky Mountain Ready Mix	1020
Smyrna Ready Mix	926
Son Fill	FLASH FILL
Velocity Ready Mix	FF0100

Last Updated: Thursday, February 1, 2024

Colliers Engineering & Design
www.colliersengineering.com
Copyright © 2024 Colliers Engineering & Design All Rights Reserved. This drawing and all the information contained herein is authorized for use only by the party for whom the services were contracted or to whom it is certified. This drawing may not be copied, reused, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.
Doing Business as MASER CONSULTING
811 PROTECT YOURSELF
ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE
Know what's below. Call before you dig.
FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DRAWN BY	DESCRIPTION

CONSTRUCTION/ ENCROACHMENT PLAN FOR

NICX Network Infrastructure Construction Co

ROW BORE PERMIT
CITY OF SUPERIOR, BOULDER COUNTY, COLORADO

Colliers Engineering & Design
DENVER
365 Inverness Parkway
Suite 100
Englewood, CO 80235
Phone: 303.731.6216
COLLIERS ENGINEERING & DESIGN, INC., DOING BUSINESS AS MASER CONSULTING

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	08/15/24	SNS	SMS

PROJECT NUMBER: 24864001A-DA102
DRAWING NAME: _24864001A-DA102-FS

SHEET TITLE:
APPROVED RESTORATION MIX DESIGN

SHEET NUMBER:
9 of 34

VaPublish_33056_24864001A-DA102-FS.dwg\9 -MIX DESIGN By: SOMER.SPRATTE

intrepid

Intrepid Fiber Networks and are partnering to bring fiber-to-the-home network to your community.

Here's what you need to know

- Construction in public rights-of-way: 7:00 am to 5:00 pm, Monday-Friday
- Minimal impact on holidays, weekends, and after hours
- Our goal: Minimize disruption to the public and travel way
- High-Speed Internet service available after construction

Once the construction is complete, you'll enjoy high-speed internet access through our state-of-the-art 100% fiber optic network.

For more details, FAQs, and updates, visit our website at www.intrepidfiber.com. Feel free to contact us with any questions or inquiries. Thank you for your understanding, patience and cooperation!

844.380.8090

intrepid

Intrepid Fiber Networks and are partnering to bring fiber-to-the-home network to your community.

Here's what you need to know

- Construction in public rights-of-way: 7:00 am to 5:00 pm, Monday-Friday
- Minimal impact on holidays, weekends, and after hours
- Our goal: Minimize disruption to the public and travel way
- High-Speed Internet service available after construction

Once the construction is complete, you'll enjoy high-speed internet access through our state-of-the-art 100% fiber optic network.

For more details, FAQs, and updates, visit our website at www.intrepidfiber.com. Feel free to contact us with any questions or inquiries. Thank you for your understanding, patience and cooperation!

844.380.8090

DRAFT PUBLIC NOTIFICATION PLAN

Standards and Specifications
Title, Scope and General Conditions

PUBLIC NOTICE TO BE GIVEN FOR ALL ROW CONSTRUCTION

City of Superior resident Notification program must include the following elements:

- Mailings to effected construction areas with reasonable time for residents to respond
- Social Media pages to be launched and linked with city collaboration
- Door hangers to be placed 3 days prior to active construction.
-City Council / Town Hall Meeting representation required.
-Sign boards to be placed at neighborhood entrance

Colliers Engineering & Design
www.colliersengineering.com

Copyright © 2024 Colliers Engineering & Design All Rights Reserved. This drawing and all the information contained herein is authorized for use only by the party for whom the services were contracted or to whom it is certified. This drawing may not be copied, reused, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.

Doing Business as MASER CONSULTING

811 PROTECT YOURSELF
ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE
Know what's below. Call before you dig.
FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DRAWN BY	DESCRIPTION
.	.	.	.

CONSTRUCTION/ ENCROACHMENT PLAN FOR
NICX Network Infrastructure Construction Co
ROW BORE PERMIT
CITY OF SUPERIOR, BOULDER COUNTY, COLORADO

Engineering & Design
DENVER
365 Inverness Parkway
Suite 100
Englewood, CO 80235
Phone: 303.731.6216
COLLIERS ENGINEERING & DESIGN, INC., DOING BUSINESS AS MASER CONSULTING

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	08/15/24	SNS	SMS

PROJECT NUMBER: 24864001A-DA102
DRAWING NAME: _24864001A-DA102-FS

SHEET TITLE: DOOR HANGER

SHEET NUMBER: 10 of 34

\AcPublish_33056_24864001A-DA102-FS.dwg\10 -DOOR HANGER By: SOMER.SPRATTE

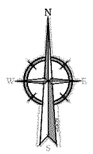
SYMBOLS

LINETYPE	DESCRIPTION
CATV	CABLE TV
	CENTERLINE
EOP	EDGE OF PAYMENT
E	ELECTRIC
X X X X	FENCE
G	GAS
	GUARD RAIL
	PROPERTY LINE
ROW ROW ROW	RIGHT-OF-WAY
T	TELECOM
	TRACKS
SS	SANITARY SEWER
SD	STORM DRAIN
W	WATER
	EXISTING CONDUIT
	EXISTING DRIVEWAYS

EXISTING SYMBOLS	DESCRIPTION
	TREE
E	ELECTRIC MANHOLE
W	WATER MANHOLE
T	TELCO MANHOLE
SD	STORM DRAIN MANHOLE
S	SANITARY SEWER MANHOLE
STM	STEAM MANHOLE
	EXIST STORM INLET
	EXIST ANCHOR
E	ELECTRIC HANDHOLE
T	TELCO PED
	STREET LIGHT
	FIRE HYDRANT
	TRANSFORMER
	TRAFFIC SIGNAL CABINET
VAULT	EXIST VAULT
	EXIST CABINET
	POLE

PROPOSED SYMBOLS	DESCRIPTION
	PROPOSED ANCHOR
	PROPOSED S/W ANCHOR
150'	PROPOSED AERIAL SLACK
R	PROPOSED RISER
H	PROPOSED HANDHOLE
PS	PROPOSED POWER SUPPLY
	PROPOSED BORE PIT
	PROPOSED FLOWER POT
	SPLICE CLOSURE
1X4	1X4 SPLITTER
1X8	1X8 SPLITTER
PH	PROPOSED POTHOLE
100'	PROPOSED U/G SLACK COIL
XXX'	BORE FOOTAGE
XXX'	TRENCH FOOTAGE

PROPOSED LINETYPE	DESCRIPTION
	PROPOSED TRENCH
FO FO FO	PROPOSED BORE
FO FO FO	EXISTING BORE



TRUE NORTH ARROW

Colliers Engineering & Design
www.colliersengineering.com
Copyright © 2024 Colliers Engineering & Design All Rights Reserved. This drawing and all the information contained herein is authorized for use only by the party for whom the services were contracted or to whom it is certified. This drawing may not be copied, reused, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.
Doing Business as MASER CONSULTING
811 PROTECT YOURSELF
ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE
Know what's below. Call before you dig.
FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DRAWN BY	DESCRIPTION

CONSTRUCTION/ ENCROACHMENT PLAN FOR

NICX Network Infrastructure Construction Co

ROW BORE PERMIT
CITY OF SUPERIOR, BOULDER COUNTY, COLORADO

Engineering & Design
DENVER
365 Inverness Parkway
Suite 100
Englewood, CO 80235
Phone: 303.731.6216
COLLIERS ENGINEERING & DESIGN, INC. DOING BUSINESS AS MASER CONSULTING

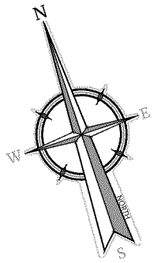
SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	08/15/24	SNS	SMS

PROJECT NUMBER: 24864001A-DA102
DRAWING NAME: _24864001A-DA102-FS

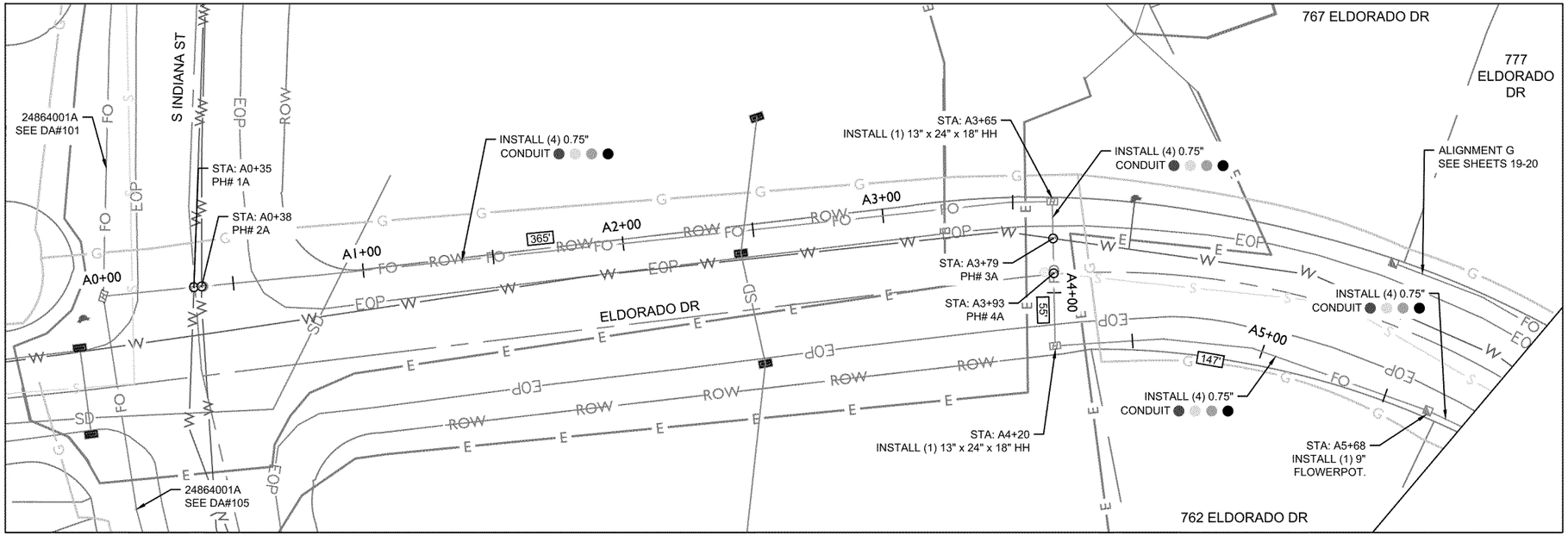
SHEET TITLE: LEGEND

SHEET NUMBER: 11 of 34

\AcPublish_33056_24864001A-DA102-FS.dwg\11-LEGEND By: SOMER.SPRATTE



ALL CONDUIT INSTALLED
VIA HDD METHOD
(MAINTAIN A MIN. 36" OF
COVER FROM EXISTING GRADE)



CONTRACTOR NOTE:

ALL OPEN POT HOLES MUST BE RESTORED AS REQUIRED BY CITY OF SUPERIOR STANDARDS.

PRESENTED EXISTING SITE INFORMATION IS BASED ON AVAILABLE DATA AND THEREFORE ACTUAL SITE CONDITIONS MAY VARY.

EXACT LOCATIONS OF ALL EXISTING UTILITIES IN THE PATH OF THE PROPOSED RUNNING LINE MUST BE LOCATED PRIOR TO PLAN AND PROFILE APPROVAL AND CONFIRMED PRIOR TO INITIATING CONSTRUCTION.

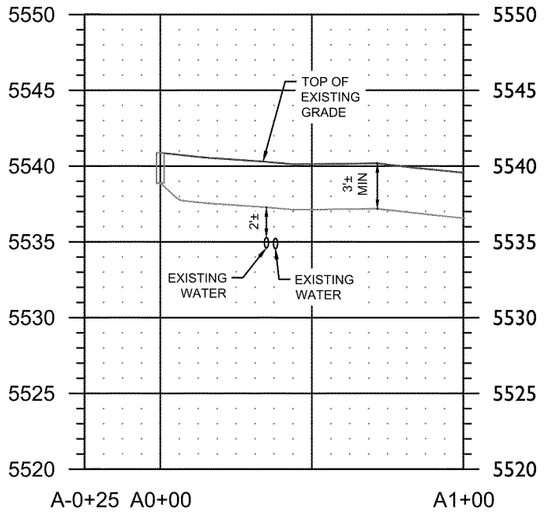
UTILITY LOCATIONS OUTSIDE DIRECT PATH OF RUNNING LINE ARE APPROXIMATE AND THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE ENGINEER TO LOCATE THE EXACT LOCATION PRIOR TO INITIATING ANY WORK OUTSIDE PRESENTED RUNNING LINE.

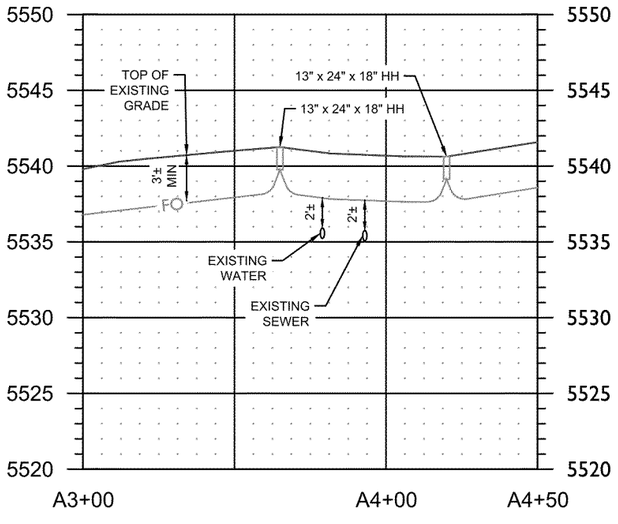
THE (4) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 ORANGE CONDUIT
(1) 0.75" SDR11 BLACK CONDUIT,
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT

THE (2) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT

SCALE : 1" = 50'
HORIZONTAL

SCALE : 1" = 5'
VERTICAL





Colliers Engineering & Design

www.colliersengineering.com

Copyright © 2024 Colliers Engineering & Design All Rights Reserved. This drawing and all the information contained hereon is authorized for use only by the party for whom the services were contracted or to whom it is certified. This drawing may not be copied, reused, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.

Doing Business as MASER CONSULTING

PROTECT YOURSELF
ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE
Know what's below. Call before you dig.
FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DRAWN BY	DESCRIPTION

CONSTRUCTION/
ENCROACHMENT PLAN
FOR

NICX Network Infrastructure Construction Co

ROW BORE PERMIT
CITY OF SUPERIOR,
BOULDER COUNTY,
COLORADO

Engineering & Design
DENVER
365 Inverness Parkway
Suite 100
Englewood, CO 80235
Phone: 303.731.6216
COLLIERS ENGINEERING & DESIGN, INC.
DOING BUSINESS AS MASER CONSULTING

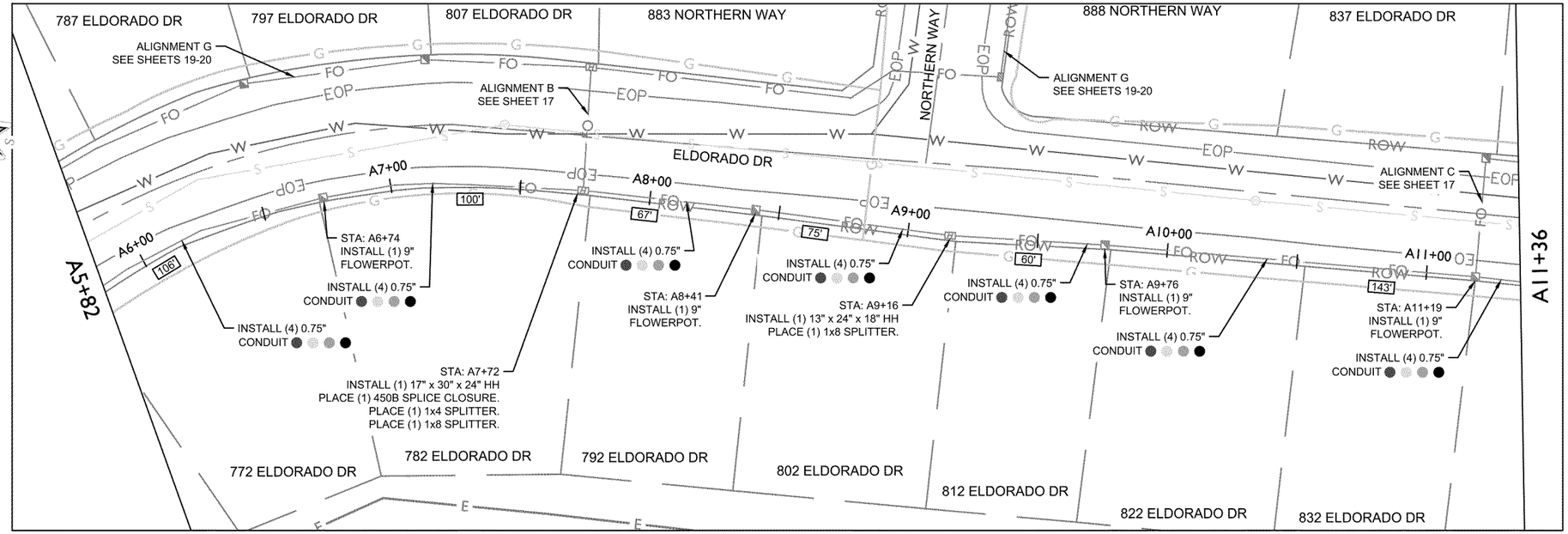
SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	08/15/24	SNS	SMS

PROJECT NUMBER:	DRAWING NAME:
24864001A-DA102	24864001A-DA102-A

SHEET TITLE:
PLAN AND PROFILE

SHEET NUMBER:
12 of 34

e\OneDrive - Colliers Engineering & Design\Desktop\UDE Projects\Superior\Project\102\24864001A-DA102-CAD\24864001A-DA102-A.dwg\12-PLAN SHEET By: SOMER.SPRATTE



ALL CONDUIT INSTALLED
VIA HDD METHOD
(MAINTAIN A MIN. 36" OF
COVER FROM EXISTING GRADE)

CONTRACTOR NOTE:

ALL OPEN POT HOLES MUST BE RESTORED AS REQUIRED BY CITY OF SUPERIOR STANDARDS.

PRESENTED EXISTING SITE INFORMATION IS BASED ON AVAILABLE DATA AND THEREFORE ACTUAL SITE CONDITIONS MAY VARY.

EXACT LOCATIONS OF ALL EXISTING UTILITIES IN THE PATH OF THE PROPOSED RUNNING LINE MUST BE LOCATED PRIOR TO PLAN AND PROFILE APPROVAL AND CONFIRMED PRIOR TO INITIATING CONSTRUCTION.

UTILITY LOCATIONS OUTSIDE DIRECT PATH OF RUNNING LINE ARE APPROXIMATE AND THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE ENGINEER TO LOCATE THE EXACT LOCATION PRIOR TO INITIATING ANY WORK OUTSIDE PRESENTED RUNNING LINE.

THE (4) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 ORANGE CONDUIT
(1) 0.75" SDR11 BLACK CONDUIT,
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT

THE (2) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT

50 0 50 100
SCALE : 1" = 50'
HORIZONTAL

5 0 5 10
SCALE : 1" = 5'
VERTICAL

NO PROFILE THIS SHEET

e\OneDrive - Colliers Engineering & Design\Desktop\UDE Projects\Superior\Project\102\24864001A-DA102-CAD\24864001A-DA102-A.dwg\13-PLAN SHEET By: SOMER.SPRATTE

Colliers
Engineering & Design
www.colliersengineering.com

Copyright © 2024 Colliers Engineering & Design All Rights Reserved. This drawing and all the information contained herein is authorized for use only by the party for whom the services were contracted or to whom it is certified. This drawing may not be copied, reused, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.

Doing Business as MASER CONSULTING

811 PROTECT YOURSELF
ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE
Know what's below. Call before you dig.
FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DRAWN BY	DESCRIPTION
.	.	.	.

CONSTRUCTION/
ENCROACHMENT PLAN
FOR
NICX Network Infrastructure Construction Co

ROW BORE PERMIT
CITY OF SUPERIOR,
BOULDER COUNTY,
COLORADO

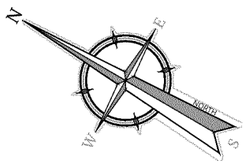
Engineering & Design
DENVER
365 Inverness Parkway
Suite 100
Englewood, CO 80235
Phone: 303.731.6216
COLLIERS ENGINEERING & DESIGN, INC.
DOING BUSINESS AS MASER CONSULTING

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	08/15/24	SNS	SMS

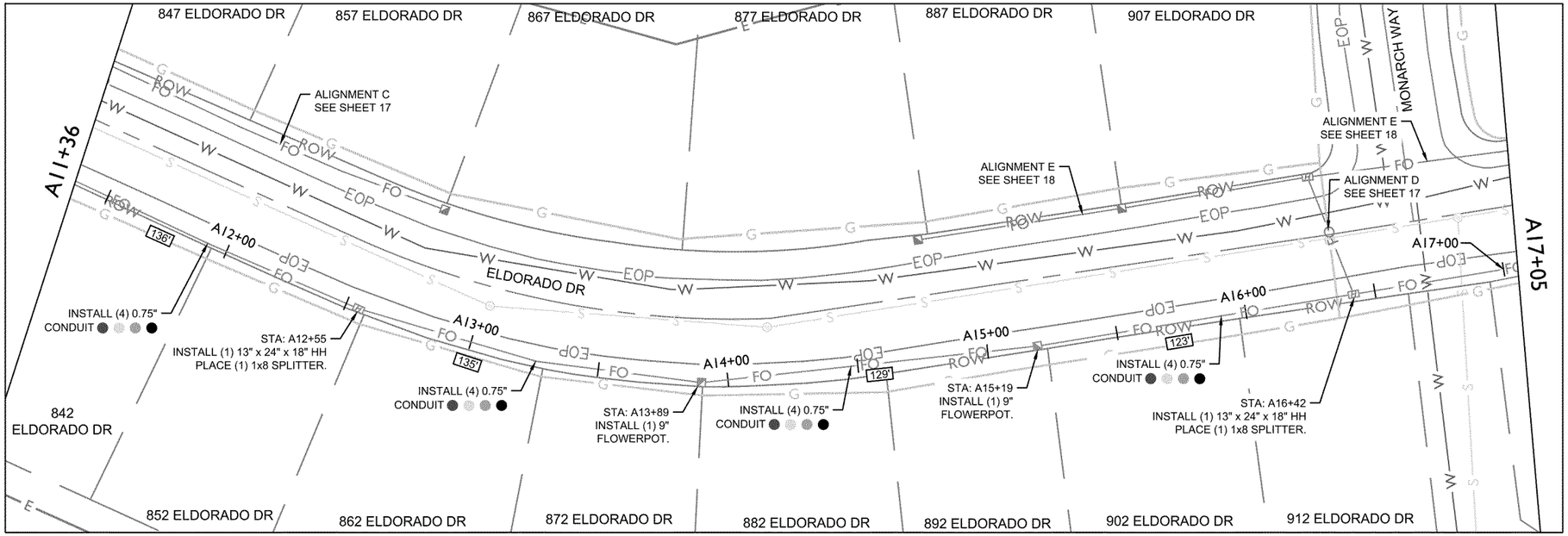
PROJECT NUMBER:	DRAWING NAME:
24864001A-DA102	24864001A-DA102-A

SHEET TITLE:
PLAN AND PROFILE

SHEET NUMBER:
13 of 34



ALL CONDUIT INSTALLED
VIA HDD METHOD
(MAINTAIN A MIN. 36" OF
COVER FROM EXISTING GRADE)



CONTRACTOR NOTE:

ALL OPEN POT HOLES MUST BE RESTORED AS REQUIRED BY CITY OF SUPERIOR STANDARDS.

PRESENTED EXISTING SITE INFORMATION IS BASED ON AVAILABLE DATA AND THEREFORE ACTUAL SITE CONDITIONS MAY VARY.

EXACT LOCATIONS OF ALL EXISTING UTILITIES IN THE PATH OF THE PROPOSED RUNNING LINE MUST BE LOCATED PRIOR TO PLAN AND PROFILE APPROVAL AND CONFIRMED PRIOR TO INITIATING CONSTRUCTION.

UTILITY LOCATIONS OUTSIDE DIRECT PATH OF RUNNING LINE ARE APPROXIMATE AND THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE ENGINEER TO LOCATE THE EXACT LOCATION PRIOR TO INITIATING ANY WORK OUTSIDE PRESENTED RUNNING LINE.

THE (4) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 ORANGE CONDUIT
(1) 0.75" SDR11 BLACK CONDUIT,
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT

THE (2) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT

SCALE : 1" = 50'
HORIZONTAL

SCALE : 1" = 5'
VERTICAL

NO PROFILE THIS SHEET

Colliers
Engineering & Design
www.colliersengineering.com

Copyright © 2024 Colliers Engineering & Design All Rights Reserved. This drawing and all the information contained hereon is authorized for use only by the party for whom the services were contracted or to whom it is certified. This drawing may not be copied, reused, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.

Doing Business as MASER CONSULTING

811 PROTECT YOURSELF
ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE
Know what's below. Call before you dig.
FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DRAWN BY	DESCRIPTION
.	.	.	.

CONSTRUCTION/
ENCROACHMENT PLAN
FOR

NICX Network Infrastructure Construction Co

ROW BORE PERMIT
CITY OF SUPERIOR,
BOULDER COUNTY,
COLORADO

Colliers Engineering & Design
DENVER
365 Inverness Parkway
Suite 100
Englewood, CO 80235
Phone: 303.731.6216
COLLIERS ENGINEERING & DESIGN, INC.
DOING BUSINESS AS MASER CONSULTING

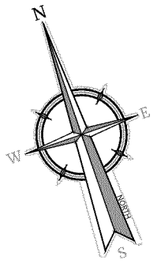
SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	08/15/24	SNS	SMS

PROJECT NUMBER:	DRAWING NAME:
24864001A-DA102	24864001A-DA102-A

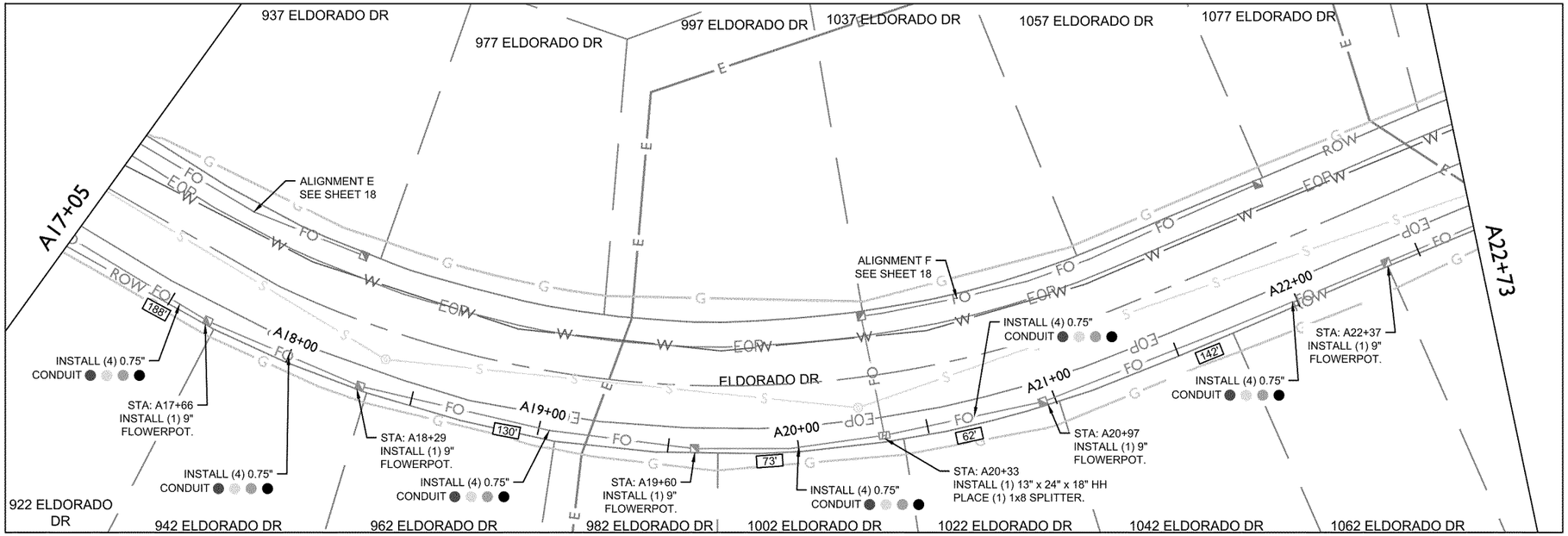
SHEET TITLE:
PLAN AND PROFILE

SHEET NUMBER:
14 of 34

e:\OneDrive - Colliers Engineering & Design\Desktop\UDE Projects\Superior\Project\102\24864001A-DA102-CAD\24864001A-DA102-A.dwg\14-PLAN SHEET By: SOMER.SPRATTE



ALL CONDUIT INSTALLED
VIA HDD METHOD
(MAINTAIN A MIN. 36" OF
COVER FROM EXISTING GRADE)



CONTRACTOR NOTE:

ALL OPEN POT HOLES MUST BE RESTORED AS REQUIRED BY CITY OF SUPERIOR STANDARDS.

PRESENTED EXISTING SITE INFORMATION IS BASED ON AVAILABLE DATA AND THEREFORE ACTUAL SITE CONDITIONS MAY VARY.

EXACT LOCATIONS OF ALL EXISTING UTILITIES IN THE PATH OF THE PROPOSED RUNNING LINE MUST BE LOCATED PRIOR TO PLAN AND PROFILE APPROVAL AND CONFIRMED PRIOR TO INITIATING CONSTRUCTION.

UTILITY LOCATIONS OUTSIDE DIRECT PATH OF RUNNING LINE ARE APPROXIMATE AND THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE ENGINEER TO LOCATE THE EXACT LOCATION PRIOR TO INITIATING ANY WORK OUTSIDE PRESENTED RUNNING LINE.

THE (4) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 ORANGE CONDUIT
(1) 0.75" SDR11 BLACK CONDUIT,
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT

THE (2) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT

SCALE : 1" = 50'
HORIZONTAL

SCALE : 1" = 5'
VERTICAL

NO PROFILE THIS SHEET

Colliers Engineering & Design
www.colliersengineering.com

Copyright © 2024 Colliers Engineering & Design All Rights Reserved. This drawing and all the information contained herein is authorized for use only by the party for whom the services were contracted or to whom it is certified. This drawing may not be copied, reused, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.

Doing Business as MASER CONSULTING

PROTECT YOURSELF
ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE
Know what's below. Call before you dig.
FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DRAWN BY	DESCRIPTION
.	.	.	.

CONSTRUCTION/
ENCROACHMENT PLAN
FOR
NICX Network Infrastructure Construction Co

ROW BORE PERMIT
CITY OF SUPERIOR,
BOULDER COUNTY,
COLORADO

Engineering & Design
DENVER
365 Inverness Parkway
Suite 100
Englewood, CO 80235
Phone: 303.731.6216
COLLIERS ENGINEERING & DESIGN, INC.
DOING BUSINESS AS MASER CONSULTING

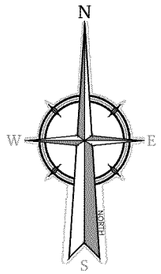
SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	08/15/24	SNS	SMS

PROJECT NUMBER:	DRAWING NAME:
24864001A-DA102	24864001A-DA102-A

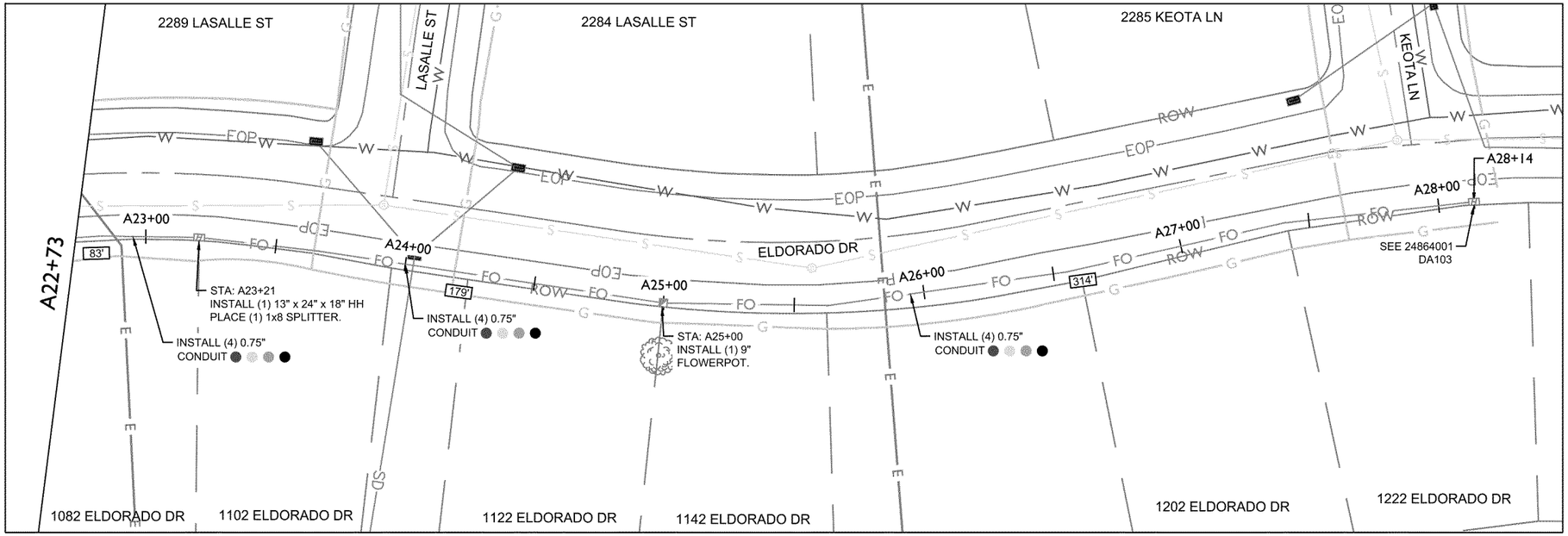
SHEET TITLE:
PLAN AND PROFILE

SHEET NUMBER:
15 of 34

e:\OneDrive - Colliers Engineering & Design\Desktop\UDE Projects\Superior\Project\102\24864001A-DA102-CAD\24864001A-DA102-A.dwg\15-PLAN SHEET By: SOMER.SPRATTE



ALL CONDUIT INSTALLED
VIA HDD METHOD
(MAINTAIN A MIN. 36" OF
COVER FROM EXISTING GRADE)



CONTRACTOR NOTE:

ALL OPEN POT HOLES MUST BE RESTORED AS REQUIRED BY CITY OF SUPERIOR STANDARDS.

PRESENTED EXISTING SITE INFORMATION IS BASED ON AVAILABLE DATA AND THEREFORE ACTUAL SITE CONDITIONS MAY VARY.

EXACT LOCATIONS OF ALL EXISTING UTILITIES IN THE PATH OF THE PROPOSED RUNNING LINE MUST BE LOCATED PRIOR TO PLAN AND PROFILE APPROVAL AND CONFIRMED PRIOR TO INITIATING CONSTRUCTION.

UTILITY LOCATIONS OUTSIDE DIRECT PATH OF RUNNING LINE ARE APPROXIMATE AND THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE ENGINEER TO LOCATE THE EXACT LOCATION PRIOR TO INITIATING ANY WORK OUTSIDE PRESENTED RUNNING LINE.

THE (4) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 ORANGE CONDUIT
(1) 0.75" SDR11 BLACK CONDUIT,
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT

THE (2) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT

SCALE : 1" = 50'
HORIZONTAL

SCALE : 1" = 5'
VERTICAL

NO PROFILE THIS SHEET

Colliers Engineering & Design
www.colliersengineering.com

Copyright © 2024. Colliers Engineering & Design. All Rights Reserved. This drawing and all the information contained herein is authorized for use only by the party for whom the services were contracted or to whom it is certified. This drawing may not be copied, reused, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.

Doing Business as MASER CONSULTING

PROTECT YOURSELF
ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE
Know what's below. Call before you dig.
FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DRAWN BY	DESCRIPTION

CONSTRUCTION/
ENCROACHMENT PLAN
FOR

NICX Network Infrastructure Construction Co

ROW BORE PERMIT
CITY OF SUPERIOR,
BOULDER COUNTY,
COLORADO

Engineering & Design
DENVER
365 Inverness Parkway
Suite 100
Englewood, CO 80235
Phone: 303.731.6216
COLLIERS ENGINEERING & DESIGN, INC.
DOING BUSINESS AS MASER CONSULTING

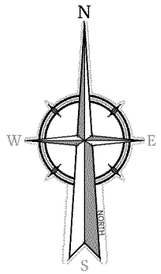
SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	08/15/24	SNS	SMS

PROJECT NUMBER:	DRAWING NAME:
24864001A-DA102	24864001A-DA102-A

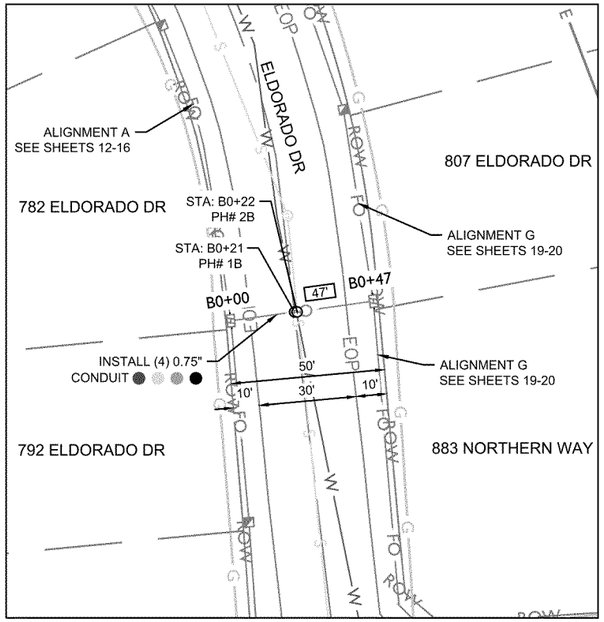
SHEET TITLE:
PLAN AND PROFILE

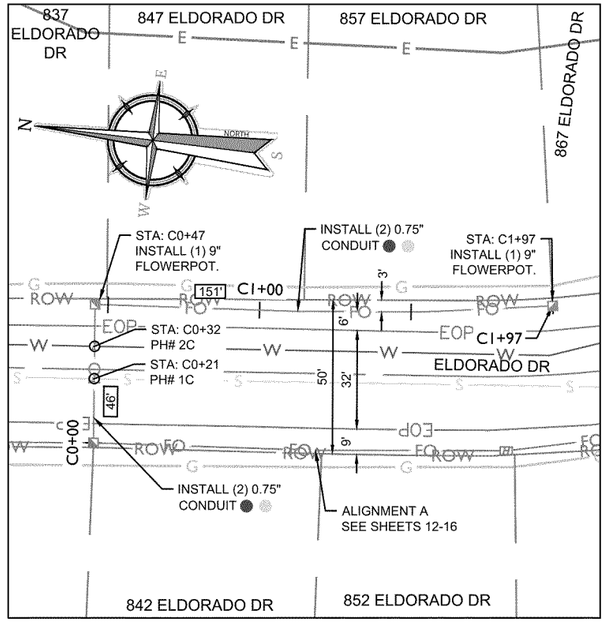
SHEET NUMBER:
16 of 34

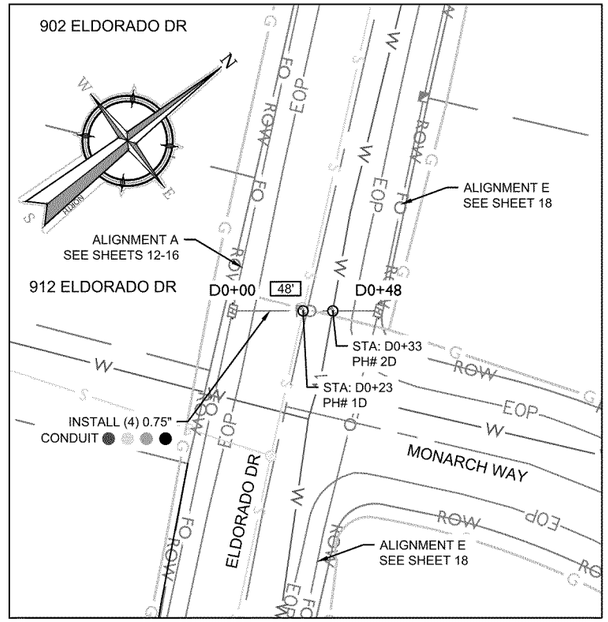
e:\OneDrive - Colliers Engineering & Design\Desktop\UDE Projects\Superior\Project\102\24864001A-DA102-CAD\24864001A-DA102-A.dwg\16-PLAN SHEET By: SOMER.SPRATTE



ALL CONDUIT INSTALLED
VIA HDD METHOD
(MAINTAIN A MIN. 36" OF
COVER FROM EXISTING GRADE)







CONTRACTOR NOTE:

ALL OPEN POT HOLES MUST BE RESTORED AS REQUIRED BY CITY OF SUPERIOR STANDARDS.

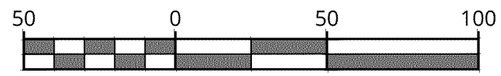
PRESENTED EXISTING SITE INFORMATION IS BASED ON AVAILABLE DATA AND THEREFORE ACTUAL SITE CONDITIONS MAY VARY.

EXACT LOCATIONS OF ALL EXISTING UTILITIES IN THE PATH OF THE PROPOSED RUNNING LINE MUST BE LOCATED PRIOR TO PLAN AND PROFILE APPROVAL AND CONFIRMED PRIOR TO INITIATING CONSTRUCTION.

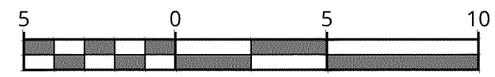
UTILITY LOCATIONS OUTSIDE DIRECT PATH OF RUNNING LINE ARE APPROXIMATE AND THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE ENGINEER TO LOCATE THE EXACT LOCATION PRIOR TO INITIATING ANY WORK OUTSIDE PRESENTED RUNNING LINE.

THE (4) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 ORANGE CONDUIT
(1) 0.75" SDR11 BLACK CONDUIT,
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT

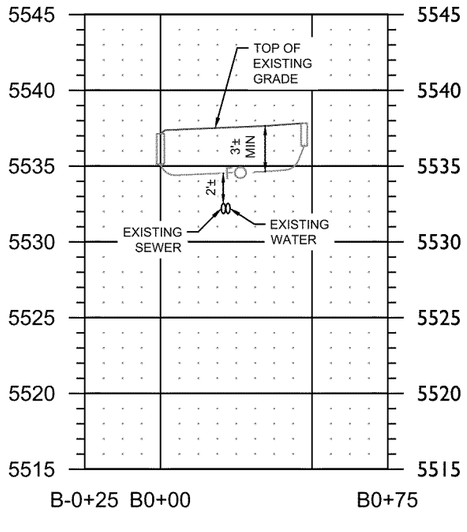
THE (2) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT

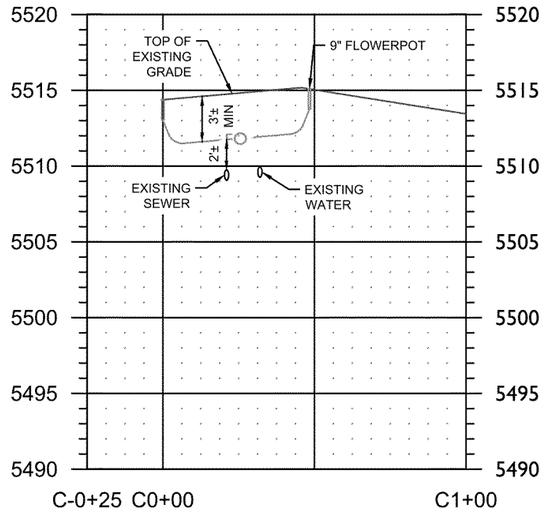


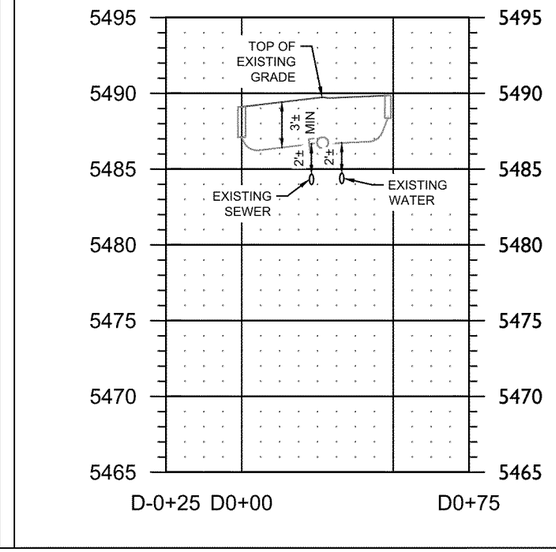
SCALE : 1" = 50'
HORIZONTAL



SCALE : 1" = 5'
VERTICAL







Colliers Engineering & Design
www.colliersengineering.com

Copyright © 2024 Colliers Engineering & Design All Rights Reserved. This drawing and all the information contained herein is authorized for use only by the party for whom the services were contracted or to whom it is certified. This drawing may not be copied, reused, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.

Doing Business as MASER CONSULTING

811 PROTECT YOURSELF
ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE
Know what's below. Call before you dig.
FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DRAWN BY	DESCRIPTION

CONSTRUCTION/
ENCROACHMENT PLAN
FOR

NICX Network Infrastructure Construction Co

ROW BORE PERMIT
CITY OF SUPERIOR,
BOULDER COUNTY,
COLORADO

Colliers Engineering & Design
DENVER
365 Inverness Parkway
Suite 100
Englewood, CO 80235
Phone: 303.731.6216
COLLIERS ENGINEERING & DESIGN, INC.
DOING BUSINESS AS MASER CONSULTING

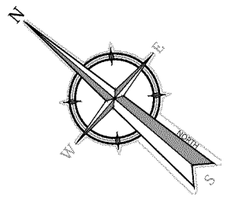
SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	08/15/24	SNS	SMS

PROJECT NUMBER:	DRAWING NAME:
24864001A-DA102	24864001A-DA102-BCD

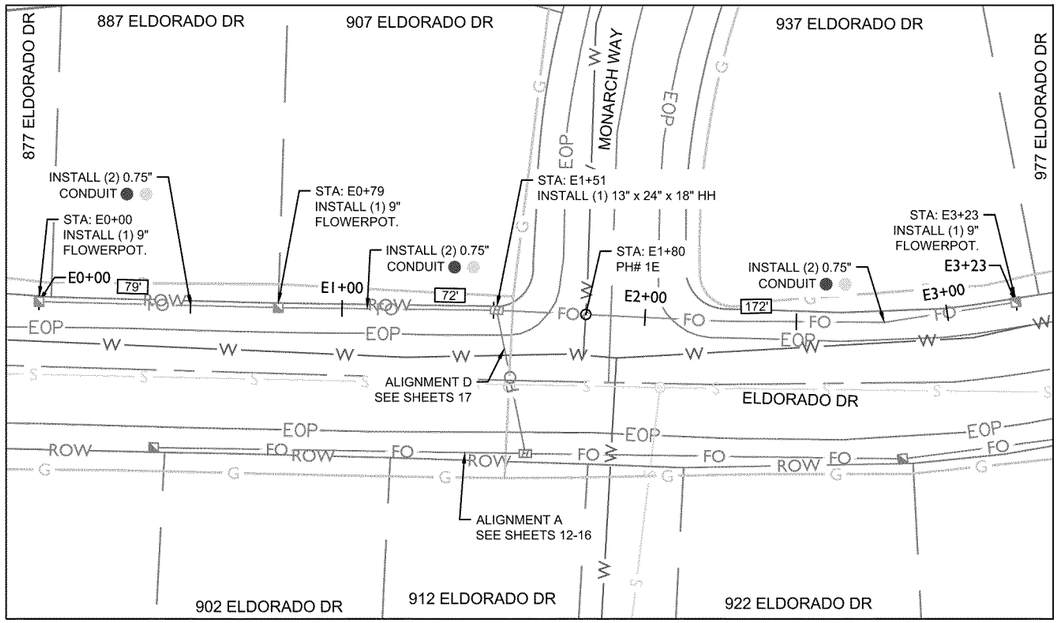
SHEET TITLE:
PLAN AND PROFILE

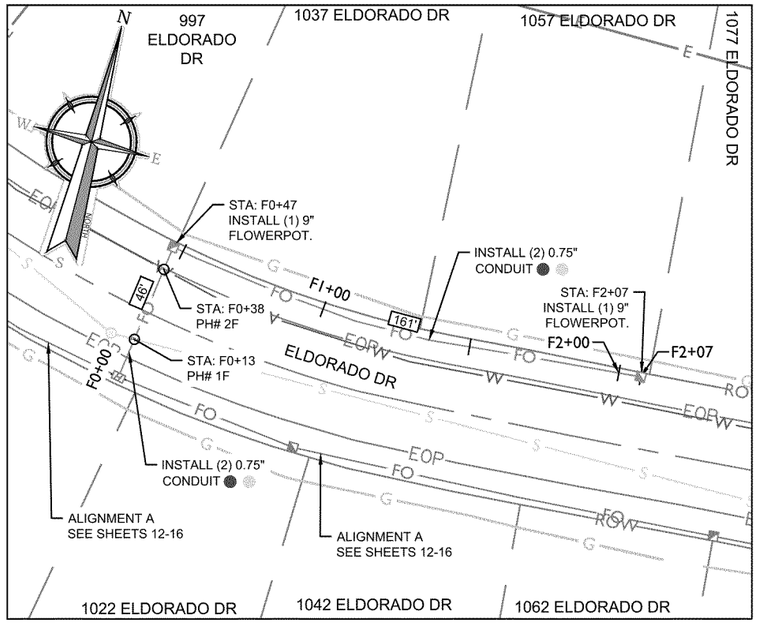
SHEET NUMBER:
17 of 34

e:\OneDrive - Colliers Engineering & Design\Desktop\UDE Projects\Superior\Project\102\24864001A-DA102-CAD\24864001A-DA102-BCD.dwg\17-PLAN SHEET By: SOMER.SPRATTE



ALL CONDUIT INSTALLED
VIA HDD METHOD
(MAINTAIN A MIN. 36" OF
COVER FROM EXISTING GRADE)





CONTRACTOR NOTE:

ALL OPEN POT HOLES MUST BE RESTORED AS REQUIRED BY CITY OF SUPERIOR STANDARDS.

PRESENTED EXISTING SITE INFORMATION IS BASED ON AVAILABLE DATA AND THEREFORE ACTUAL SITE CONDITIONS MAY VARY.

EXACT LOCATIONS OF ALL EXISTING UTILITIES IN THE PATH OF THE PROPOSED RUNNING LINE MUST BE LOCATED PRIOR TO PLAN AND PROFILE APPROVAL AND CONFIRMED PRIOR TO INITIATING CONSTRUCTION.

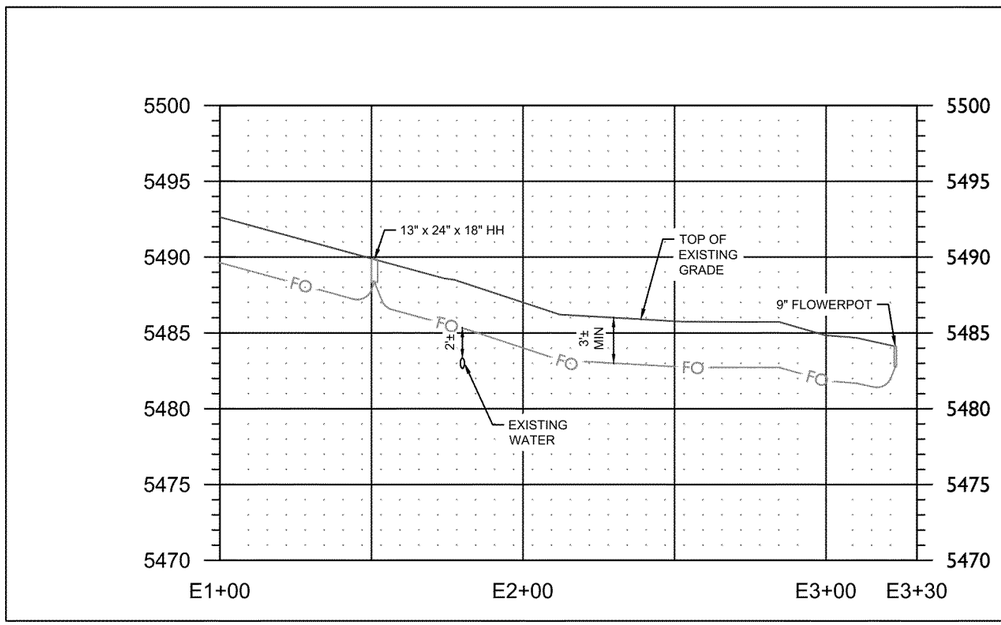
UTILITY LOCATIONS OUTSIDE DIRECT PATH OF RUNNING LINE ARE APPROXIMATE AND THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE ENGINEER TO LOCATE THE EXACT LOCATION PRIOR TO INITIATING ANY WORK OUTSIDE PRESENTED RUNNING LINE.

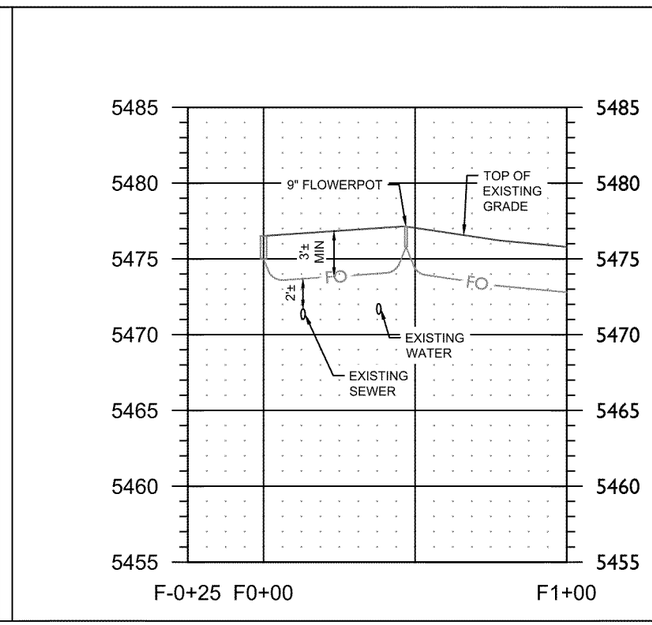
THE (4) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 ORANGE CONDUIT
(1) 0.75" SDR11 BLACK CONDUIT,
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT

THE (2) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT

SCALE : 1" = 50'
HORIZONTAL

SCALE : 1" = 5'
VERTICAL





Colliers Engineering & Design

www.colliersengineering.com

Copyright © 2024 Colliers Engineering & Design All Rights Reserved. This drawing and all the information contained herein is authorized for use only by the party for whom the services were contracted or to whom it is certified. This drawing may not be copied, reused, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.

Doing Business as MASER CONSULTING

811 PROTECT YOURSELF
ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE
Know what's below. Call before you dig.
FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DRAWN BY	DESCRIPTION
.	.	.	.

CONSTRUCTION/
ENCROACHMENT PLAN
FOR

NICX Network Infrastructure Construction Co

ROW BORE PERMIT
CITY OF SUPERIOR,
BOULDER COUNTY,
COLORADO

Colliers Engineering & Design
DENVER
365 Inverness Parkway
Suite 100
Englewood, CO 80235
Phone: 303.731.6216
COLLIERS ENGINEERING & DESIGN, INC.
DOING BUSINESS AS MASER CONSULTING

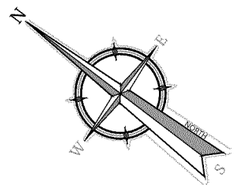
SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	08/15/24	SNS	SMS

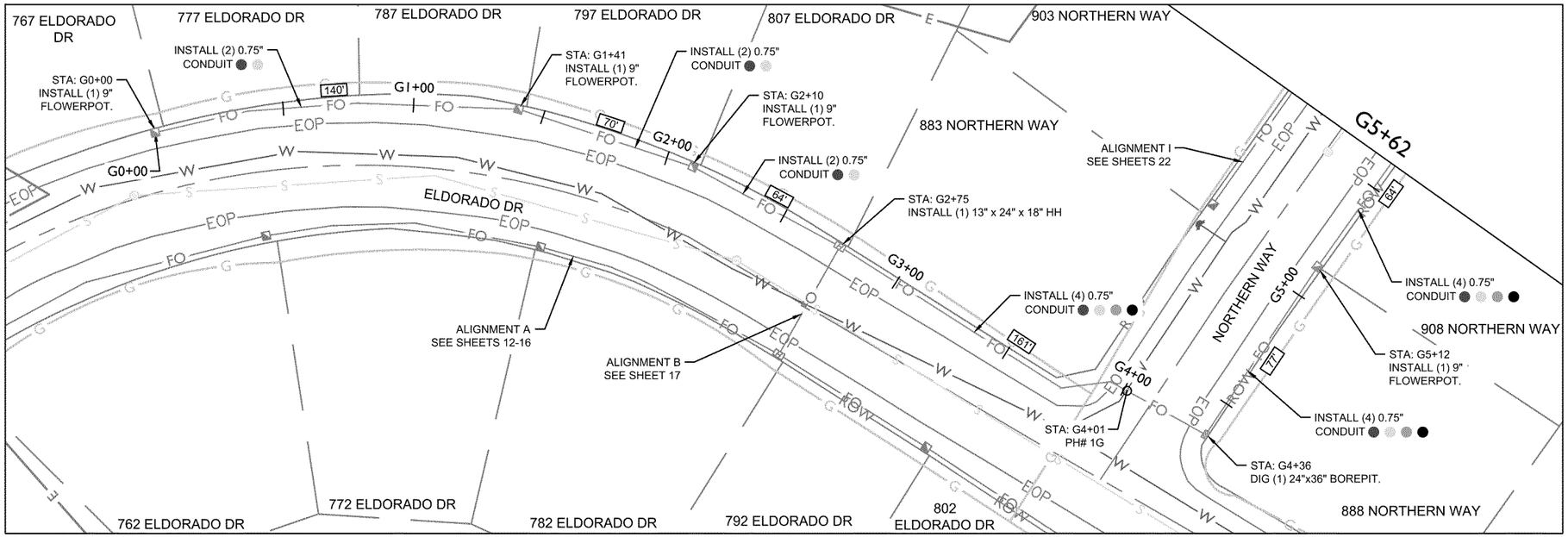
PROJECT NUMBER: 24864001A-DA102
DRAWING NAME: 24864001A-DA102-EFG

SHEET TITLE:
PLAN AND PROFILE

SHEET NUMBER:
18 of 34

e\OneDrive - Colliers Engineering & Design\Desktop\UDE Projects\Superior\Project\102\24864001A-DA102-CAD\24864001A-DA102-EFG.dwg\18-PLAN SHEET By: SOMER.SPRATTE





ALL CONDUIT INSTALLED VIA HDD METHOD (MAINTAIN A MIN. 36" OF COVER FROM EXISTING GRADE)

CONTRACTOR NOTE:

ALL OPEN POT HOLES MUST BE RESTORED AS REQUIRED BY CITY OF SUPERIOR STANDARDS.

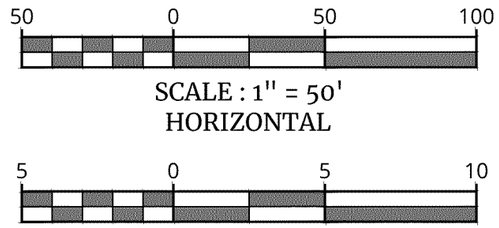
PRESENTED EXISTING SITE INFORMATION IS BASED ON AVAILABLE DATA AND THEREFORE ACTUAL SITE CONDITIONS MAY VARY.

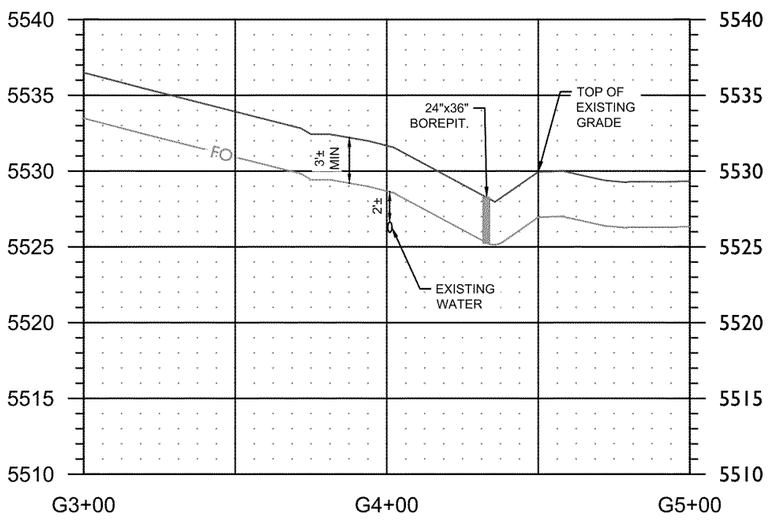
EXACT LOCATIONS OF ALL EXISTING UTILITIES IN THE PATH OF THE PROPOSED RUNNING LINE MUST BE LOCATED PRIOR TO PLAN AND PROFILE APPROVAL AND CONFIRMED PRIOR TO INITIATING CONSTRUCTION.

UTILITY LOCATIONS OUTSIDE DIRECT PATH OF RUNNING LINE ARE APPROXIMATE AND THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE ENGINEER TO LOCATE THE EXACT LOCATION PRIOR TO INITIATING ANY WORK OUTSIDE PRESENTED RUNNING LINE.

THE (4) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 ORANGE CONDUIT
(1) 0.75" SDR11 BLACK CONDUIT,
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT

THE (2) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT





Colliers Engineering & Design

www.colliersengineering.com

Copyright © 2024 Colliers Engineering & Design All Rights Reserved. This drawing and all the information contained herein is authorized for use only by the party for whom the services were contracted or to whom it is certified. This drawing may not be copied, reused, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.

Doing Business as MASER CONSULTING

811 PROTECT YOURSELF
ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE
Know what's below. Call before you dig.
FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DRAWN BY	DESCRIPTION
.	.	.	.

CONSTRUCTION/ ENCROACHMENT PLAN FOR

NICX Network Infrastructure Construction Co

ROW BORE PERMIT
CITY OF SUPERIOR, BOULDER COUNTY, COLORADO

Engineering & Design
DENVER
365 Inverness Parkway
Suite 100
Englewood, CO 80235
Phone: 303.731.6216
COLLIERS ENGINEERING & DESIGN, INC. DOING BUSINESS AS MASER CONSULTING

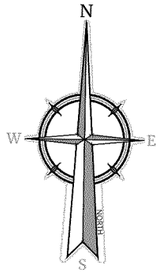
SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	08/15/24	SNS	SMS

PROJECT NUMBER: 24864001A-DA102
DRAWING NAME: 24864001A-DA102-EFG

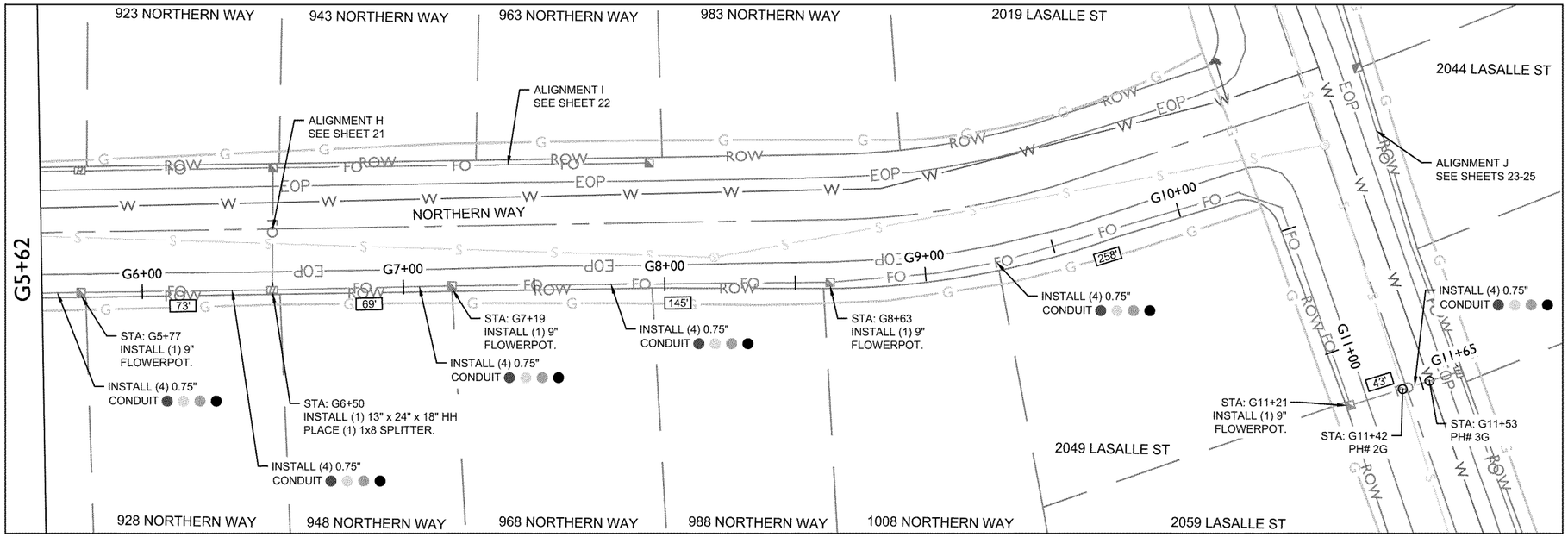
SHEET TITLE: PLAN AND PROFILE

SHEET NUMBER: 19 of 34

e\OneDrive - Colliers Engineering & Design\Desktop\UDE Projects\Superior\Project\102\24864001A-DA102-CAD\24864001A-DA102-EFG.dwg\19-PLAN SHEET By: SOMER.SPRATTE



ALL CONDUIT INSTALLED
VIA HDD METHOD
(MAINTAIN A MIN. 36" OF
COVER FROM EXISTING GRADE)



CONTRACTOR NOTE:

ALL OPEN POT HOLES MUST BE RESTORED AS REQUIRED BY CITY OF SUPERIOR STANDARDS.

PRESENTED EXISTING SITE INFORMATION IS BASED ON AVAILABLE DATA AND THEREFORE ACTUAL SITE CONDITIONS MAY VARY.

EXACT LOCATIONS OF ALL EXISTING UTILITIES IN THE PATH OF THE PROPOSED RUNNING LINE MUST BE LOCATED PRIOR TO PLAN AND PROFILE APPROVAL AND CONFIRMED PRIOR TO INITIATING CONSTRUCTION.

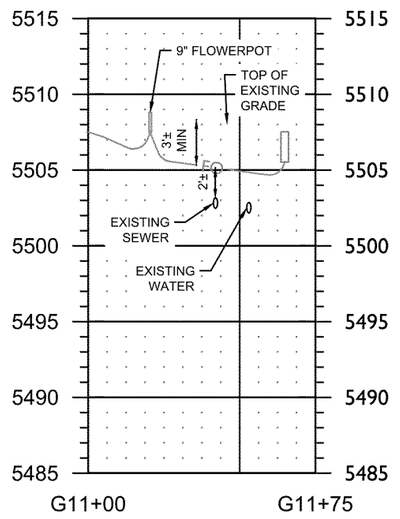
UTILITY LOCATIONS OUTSIDE DIRECT PATH OF RUNNING LINE ARE APPROXIMATE AND THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE ENGINEER TO LOCATE THE EXACT LOCATION PRIOR TO INITIATING ANY WORK OUTSIDE PRESENTED RUNNING LINE.

THE (4) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 ORANGE CONDUIT
(1) 0.75" SDR11 BLACK CONDUIT,
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT

THE (2) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT

SCALE : 1" = 50'
HORIZONTAL

SCALE : 1" = 5'
VERTICAL



Colliers
Engineering
& Design

www.colliersengineering.com

Copyright © 2024 Colliers Engineering & Design All Rights Reserved. This drawing and all the information contained herein is authorized for use only by the party for whom the services were contracted or to whom it is certified. This drawing may not be copied, reused, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.

Doing Business as MASER CONSULTING

PROTECT YOURSELF
ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE
Know what's below. Call before you dig.
FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DESCRIPTION

DRAWN BY:
DATE:

CONSTRUCTION/
ENCROACHMENT PLAN
FOR

NICX
Network Infrastructure Construction Co

ROW BORE PERMIT
CITY OF SUPERIOR,
BOULDER COUNTY,
COLORADO

Engineering
& Design

DENVER
365 Inverness Parkway
Suite 100
Englewood, CO 80235
Phone: 303.731.6216
COLLIERS ENGINEERING & DESIGN, INC.
DOING BUSINESS AS MASER CONSULTING

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	08/15/24	SNS	SMS

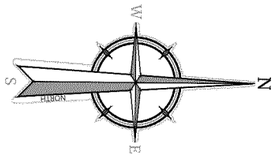
PROJECT NUMBER: 24864001A-DA102
DRAWING NAME: 24864001A-DA102-EFG

SHEET TITLE:
PLAN AND PROFILE

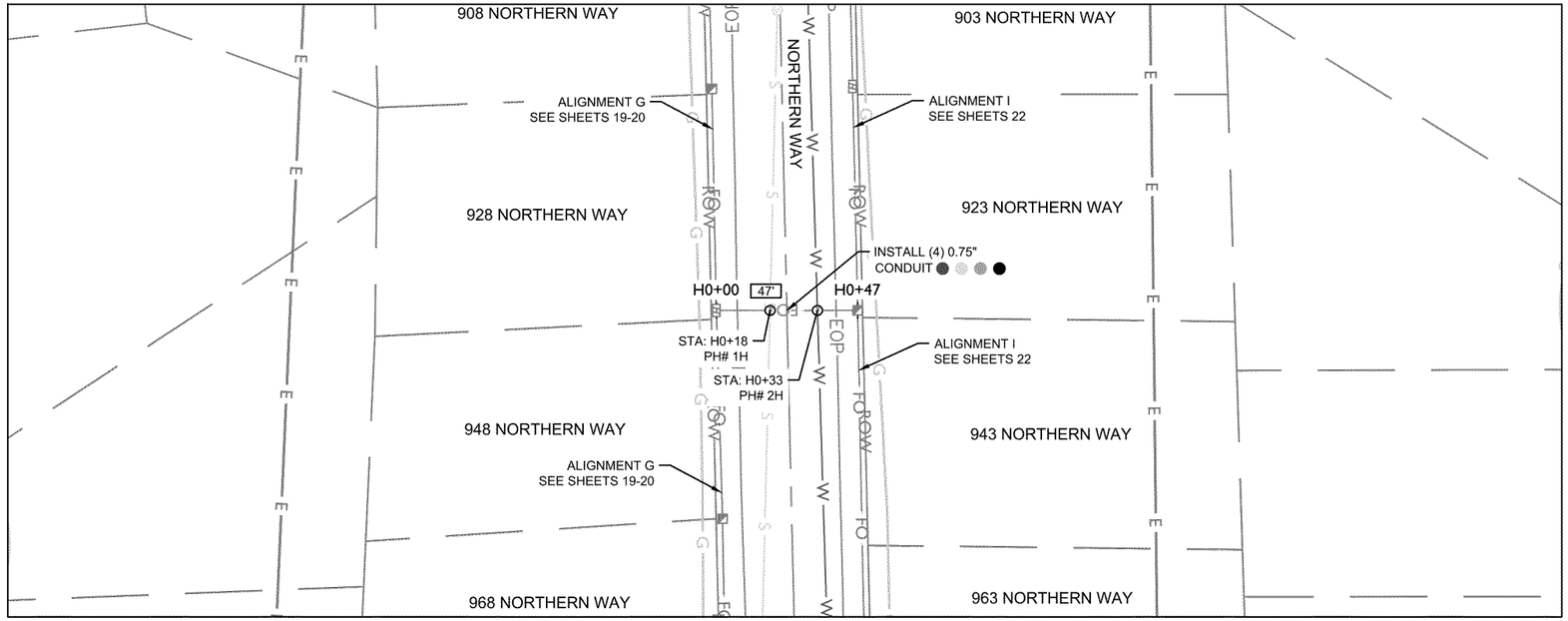
SHEET NUMBER:
20 of 34

By: SOMER.SPRATTE

e\OneDrive - Colliers Engineering & Design\Desktop\UDE Projects\Superior\Project\102\24864001A-DA102-CAD\24864001A-DA102-EFG.dwg\20-PLAN SHEET



ALL CONDUIT INSTALLED
VIA HDD METHOD
(MAINTAIN A MIN. 36" OF
COVER FROM EXISTING GRADE)



CONTRACTOR NOTE:

ALL OPEN POT HOLES MUST BE RESTORED AS REQUIRED BY CITY OF SUPERIOR STANDARDS.

PRESENTED EXISTING SITE INFORMATION IS BASED ON AVAILABLE DATA AND THEREFORE ACTUAL SITE CONDITIONS MAY VARY.

EXACT LOCATIONS OF ALL EXISTING UTILITIES IN THE PATH OF THE PROPOSED RUNNING LINE MUST BE LOCATED PRIOR TO PLAN AND PROFILE APPROVAL AND CONFIRMED PRIOR TO INITIATING CONSTRUCTION.

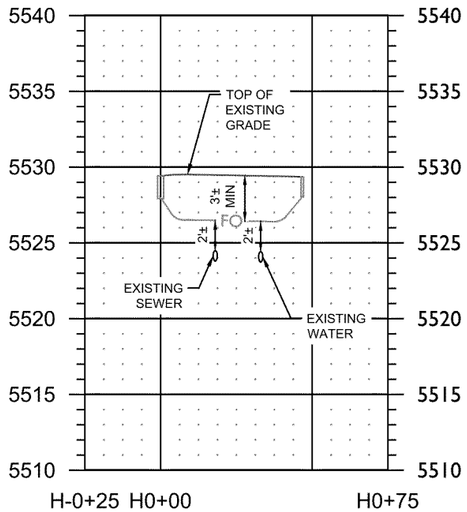
UTILITY LOCATIONS OUTSIDE DIRECT PATH OF RUNNING LINE ARE APPROXIMATE AND THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE ENGINEER TO LOCATE THE EXACT LOCATION PRIOR TO INITIATING ANY WORK OUTSIDE PRESENTED RUNNING LINE.

THE (4) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 ORANGE CONDUIT
(1) 0.75" SDR11 BLACK CONDUIT,
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT

THE (2) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT

SCALE : 1" = 50'
HORIZONTAL

SCALE : 1" = 5'
VERTICAL



Colliers
Engineering
& Design
www.colliersengineering.com

Copyright © 2024 Colliers Engineering & Design All Rights Reserved. This drawing and all the information contained hereon is authorized for use only by the party for whom the services were contracted or to whom it is certified. This drawing may not be copied, reused, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.

Doing Business as MASER CONSULTING

811 PROTECT YOURSELF
ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE
Know what's below. Call before you dig.
FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DRAWN BY	DESCRIPTION
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.

CONSTRUCTION/
ENCROACHMENT PLAN
FOR

NICX
Network Infrastructure Construction Co

ROW BORE PERMIT
CITY OF SUPERIOR,
BOULDER COUNTY,
COLORADO

Colliers
Engineering
& Design
DENVER
365 Inverness Parkway
Suite 100
Englewood, CO 80235
Phone: 303.731.6216
COLLIERS ENGINEERING & DESIGN, INC.
DOING BUSINESS AS MASER CONSULTING

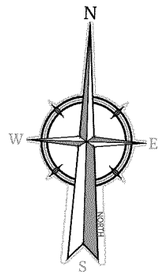
SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	08/15/24	SNS	SMS

PROJECT NUMBER: 24864001A-DA102
DRAWING NAME: 24864001A-DA102-H

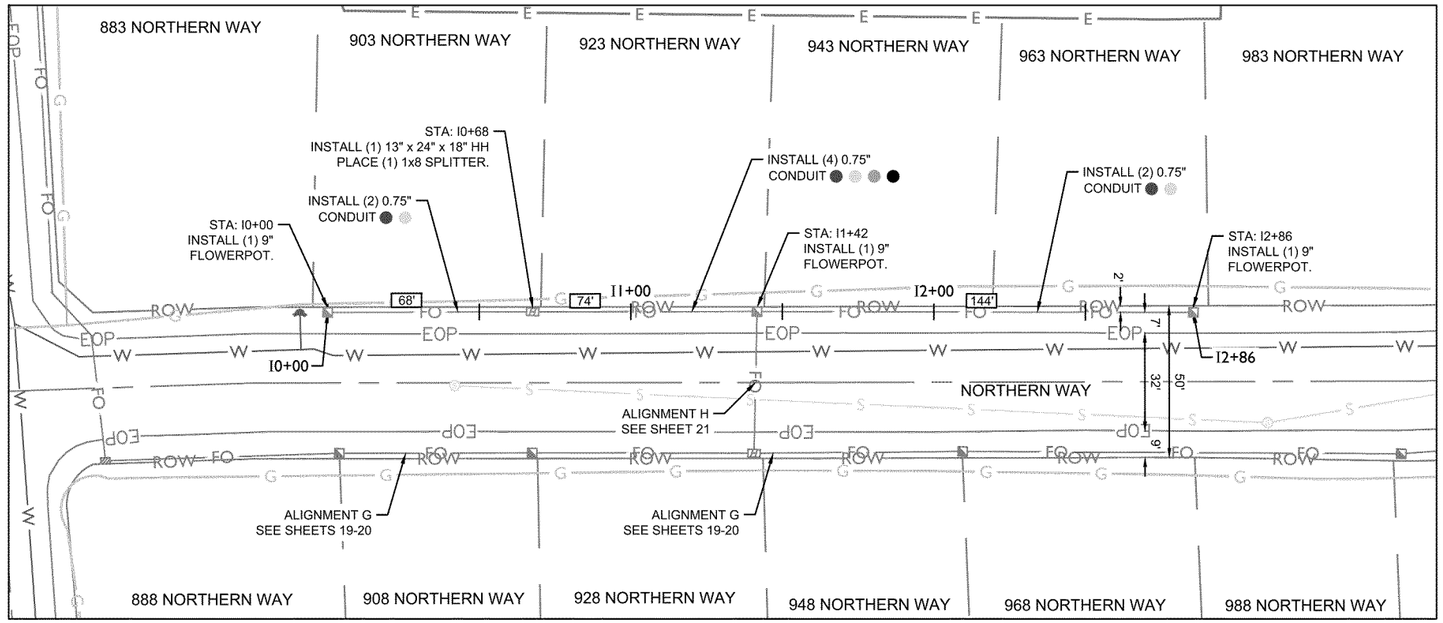
SHEET TITLE:
PLAN AND PROFILE

SHEET NUMBER:
21 of 34

e\OneDrive - Colliers Engineering & Design\Desktop\UDE Projects\Superior\Project\102\24864001A-DA102-CAD\24864001A-DA102-H.dwg\21-PLAN SHEET By: SOMER.SPRATTE



ALL CONDUIT INSTALLED
VIA HDD METHOD
(MAINTAIN A MIN. 36" OF
COVER FROM EXISTING GRADE)



CONTRACTOR NOTE:

ALL OPEN POT HOLES MUST BE RESTORED AS REQUIRED BY CITY OF SUPERIOR STANDARDS.

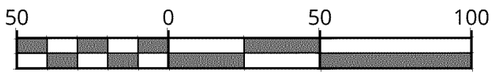
PRESENTED EXISTING SITE INFORMATION IS BASED ON AVAILABLE DATA AND THEREFORE ACTUAL SITE CONDITIONS MAY VARY.

EXACT LOCATIONS OF ALL EXISTING UTILITIES IN THE PATH OF THE PROPOSED RUNNING LINE MUST BE LOCATED PRIOR TO PLAN AND PROFILE APPROVAL AND CONFIRMED PRIOR TO INITIATING CONSTRUCTION.

UTILITY LOCATIONS OUTSIDE DIRECT PATH OF RUNNING LINE ARE APPROXIMATE AND THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE ENGINEER TO LOCATE THE EXACT LOCATION PRIOR TO INITIATING ANY WORK OUTSIDE PRESENTED RUNNING LINE.

THE (4) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 ORANGE CONDUIT
(1) 0.75" SDR11 BLACK CONDUIT,
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT

THE (2) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT



SCALE : 1" = 50'
HORIZONTAL

SCALE : 1" = 5'
VERTICAL

NO PROFILE THIS SHEET

Colliers Engineering & Design
www.colliersengineering.com

Copyright © 2024 Colliers Engineering & Design All Rights Reserved. This drawing and all the information contained herein is authorized for use only by the party for whom the services were contracted or to whom it is certified. This drawing may not be copied, reused, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.

Doing Business as MASER CONSULTING

811 PROTECT YOURSELF
ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE
Know what's below. Call before you dig.
FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DRAWN BY	DESCRIPTION
.	.	.	.

CONSTRUCTION/
ENCROACHMENT PLAN
FOR

NICX Network Infrastructure Construction Co

ROW BORE PERMIT
CITY OF SUPERIOR,
BOULDER COUNTY,
COLORADO

Colliers Engineering & Design
DENVER
365 Inverness Parkway
Suite 100
Englewood, CO 80235
Phone: 303.731.6216
COLLIERS ENGINEERING & DESIGN, INC.
DOING BUSINESS AS MASER CONSULTING

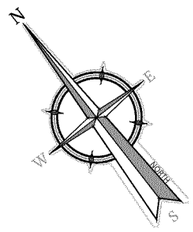
SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	08/15/24	SNS	SMS

PROJECT NUMBER:	DRAWING NAME:
24864001A-DA102	24864001A-DA102-IJ

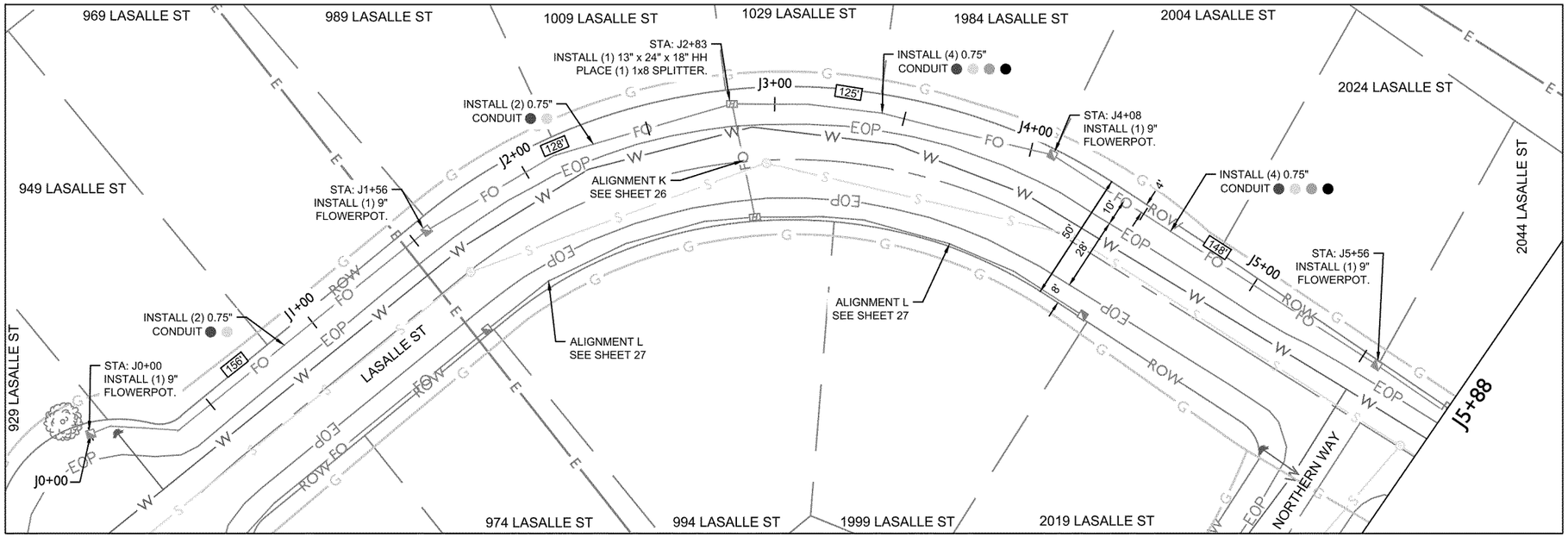
SHEET TITLE:
PLAN AND PROFILE

SHEET NUMBER:
22 of 34

C:\Users\sspratte\OneDrive - Colliers Engineering & Design\Desktop\UDE Projects\Superior\Project\102\24864001A-DA102-CAD\24864001A-DA102-IJ.dwg\22-PLAN SHEET By: SOMER.SPRATTE



ALL CONDUIT INSTALLED
VIA HDD METHOD
(MAINTAIN A MIN. 36" OF
COVER FROM EXISTING GRADE)



CONTRACTOR NOTE:

ALL OPEN POT HOLES MUST BE RESTORED AS REQUIRED BY CITY OF SUPERIOR STANDARDS.

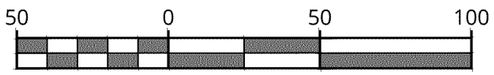
PRESENTED EXISTING SITE INFORMATION IS BASED ON AVAILABLE DATA AND THEREFORE ACTUAL SITE CONDITIONS MAY VARY.

EXACT LOCATIONS OF ALL EXISTING UTILITIES IN THE PATH OF THE PROPOSED RUNNING LINE MUST BE LOCATED PRIOR TO PLAN AND PROFILE APPROVAL AND CONFIRMED PRIOR TO INITIATING CONSTRUCTION.

UTILITY LOCATIONS OUTSIDE DIRECT PATH OF RUNNING LINE ARE APPROXIMATE AND THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE ENGINEER TO LOCATE THE EXACT LOCATION PRIOR TO INITIATING ANY WORK OUTSIDE PRESENTED RUNNING LINE.

THE (4) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 ORANGE CONDUIT
(1) 0.75" SDR11 BLACK CONDUIT,
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT

THE (2) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT



SCALE : 1" = 50'
HORIZONTAL

SCALE : 1" = 5'
VERTICAL

NO PROFILE THIS SHEET

Colliers
Engineering & Design
www.colliersengineering.com

Copyright © 2024 Colliers Engineering & Design All Rights Reserved. This drawing and all the information contained herein is authorized for use only by the party for whom the services were contracted or to whom it is certified. This drawing may not be copied, reused, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.

Doing Business as MASER CONSULTING

811 PROTECT YOURSELF
ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE
Know what's below. Call before you dig.
FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DRAWN BY	DESCRIPTION
.	.	.	.

CONSTRUCTION/
ENCROACHMENT PLAN
FOR
NICX Network Infrastructure Construction Co

ROW BORE PERMIT
CITY OF SUPERIOR,
BOULDER COUNTY,
COLORADO

Colliers Engineering & Design
DENVER
365 Inverness Parkway
Suite 100
Englewood, CO 80235
Phone: 303.731.6216
COLLIERS ENGINEERING & DESIGN, INC.
DOING BUSINESS AS MASER CONSULTING

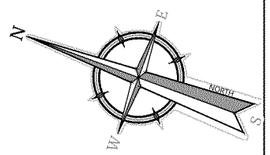
SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	08/15/24	SNS	SMS

PROJECT NUMBER: 24864001A-DA102
DRAWING NAME: 24864001A-DA102-IJ

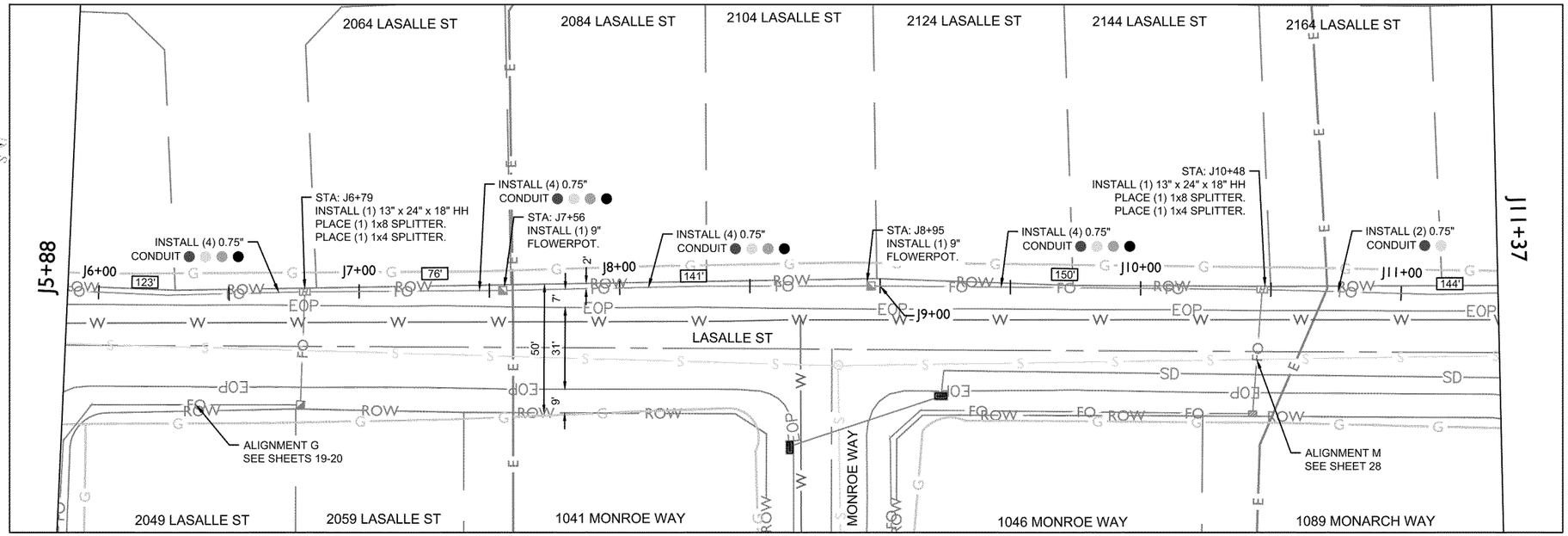
SHEET TITLE:
PLAN AND PROFILE

SHEET NUMBER:
23 of 34

C:\Users\somer.spratte\OneDrive - Colliers Engineering & Design\Desktop\UDE Projects\Superior\Project\102\24864001A-DA102-CAD\24864001A-DA102-IJ.dwg\23-PLAN SHEET By: SOMER.SPRATTE



ALL CONDUIT INSTALLED
VIA HDD METHOD
(MAINTAIN A MIN. 36" OF
COVER FROM EXISTING GRADE)



CONTRACTOR NOTE:

ALL OPEN POT HOLES MUST BE RESTORED AS REQUIRED BY CITY OF SUPERIOR STANDARDS.

PRESENTED EXISTING SITE INFORMATION IS BASED ON AVAILABLE DATA AND THEREFORE ACTUAL SITE CONDITIONS MAY VARY.

EXACT LOCATIONS OF ALL EXISTING UTILITIES IN THE PATH OF THE PROPOSED RUNNING LINE MUST BE LOCATED PRIOR TO PLAN AND PROFILE APPROVAL AND CONFIRMED PRIOR TO INITIATING CONSTRUCTION.

UTILITY LOCATIONS OUTSIDE DIRECT PATH OF RUNNING LINE ARE APPROXIMATE AND THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE ENGINEER TO LOCATE THE EXACT LOCATION PRIOR TO INITIATING ANY WORK OUTSIDE PRESENTED RUNNING LINE.

THE (4) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 ORANGE CONDUIT
(1) 0.75" SDR11 BLACK CONDUIT,
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT

THE (2) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT

SCALE : 1" = 50'
HORIZONTAL

SCALE : 1" = 5'
VERTICAL

NO PROFILE THIS SHEET

Colliers
Engineering & Design
www.colliersengineering.com

Copyright © 2024 Colliers Engineering & Design All Rights Reserved. This drawing and all the information contained herein is authorized for use only by the party for whom the services were contracted or to whom it is certified. This drawing may not be copied, reused, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.

Doing Business as MASER CONSULTING

811 PROTECT YOURSELF
ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE
Know what's below. Call before you dig.
FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DRAWN BY	DESCRIPTION
.	.	.	.

CONSTRUCTION/
ENCROACHMENT PLAN
FOR
NICX Network Infrastructure Construction Co

ROW BORE PERMIT
CITY OF SUPERIOR,
BOULDER COUNTY,
COLORADO

Colliers Engineering & Design
DENVER
365 Inverness Parkway
Suite 100
Englewood, CO 80235
Phone: 303.731.6216
COLLIERS ENGINEERING & DESIGN, INC.
DOING BUSINESS AS MASER CONSULTING

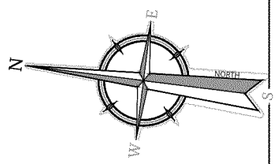
SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	08/15/24	SNS	SMS

PROJECT NUMBER: 24864001A-DA102
DRAWING NAME: 24864001A-DA102-IJ

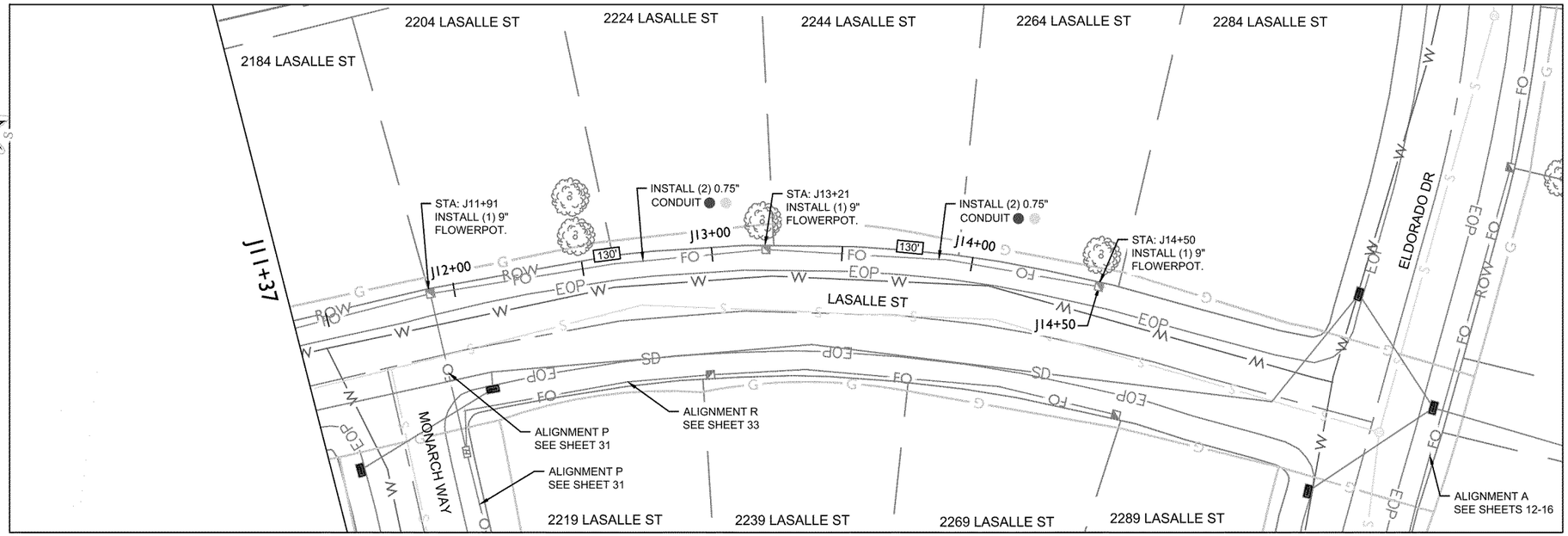
SHEET TITLE:
PLAN AND PROFILE

SHEET NUMBER:
24 of 34

e\OneDrive - Colliers Engineering & Design\Desktop\UDE Projects\Superior\Project\102\24864001A-DA102-CAD\24864001A-DA102-IJ.dwg\24-PLAN SHEET By: SOMER.SPRATTE



ALL CONDUIT INSTALLED
VIA HDD METHOD
(MAINTAIN A MIN. 36" OF
COVER FROM EXISTING GRADE)



CONTRACTOR NOTE:

ALL OPEN POT HOLES MUST BE RESTORED AS REQUIRED BY CITY OF SUPERIOR STANDARDS.

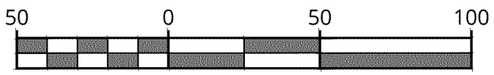
PRESENTED EXISTING SITE INFORMATION IS BASED ON AVAILABLE DATA AND THEREFORE ACTUAL SITE CONDITIONS MAY VARY.

EXACT LOCATIONS OF ALL EXISTING UTILITIES IN THE PATH OF THE PROPOSED RUNNING LINE MUST BE LOCATED PRIOR TO PLAN AND PROFILE APPROVAL AND CONFIRMED PRIOR TO INITIATING CONSTRUCTION.

UTILITY LOCATIONS OUTSIDE DIRECT PATH OF RUNNING LINE ARE APPROXIMATE AND THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE ENGINEER TO LOCATE THE EXACT LOCATION PRIOR TO INITIATING ANY WORK OUTSIDE PRESENTED RUNNING LINE.

THE (4) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 ORANGE CONDUIT
(1) 0.75" SDR11 BLACK CONDUIT,
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT

THE (2) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT



SCALE : 1" = 50'
HORIZONTAL

SCALE : 1" = 5'
VERTICAL

NO PROFILE THIS SHEET

Colliers Engineering & Design
www.colliersengineering.com

Copyright © 2024. Colliers Engineering & Design. All Rights Reserved. This drawing and all the information contained herein is authorized for use only by the party for whom the services were contracted or to whom it is certified. This drawing may not be copied, reused, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.

Doing Business as MASER CONSULTING

PROTECT YOURSELF
ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE
Know what's below. Call before you dig.
FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DRAWN BY	DESCRIPTION
.	.	.	.

CONSTRUCTION/
ENCROACHMENT PLAN
FOR

NICX Network Infrastructure Construction Co

ROW BORE PERMIT
CITY OF SUPERIOR,
BOULDER COUNTY,
COLORADO

Colliers Engineering & Design
DENVER
365 Inverness Parkway
Suite 100
Englewood, CO 80235
Phone: 303.731.6216
COLLIERS ENGINEERING & DESIGN, INC.
DOING BUSINESS AS MASER CONSULTING

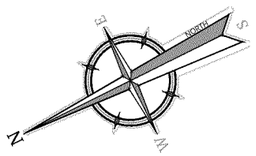
SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	08/15/24	SNS	SMS

PROJECT NUMBER:	DRAWING NAME:
24864001A-DA102	24864001A-DA102-IJ

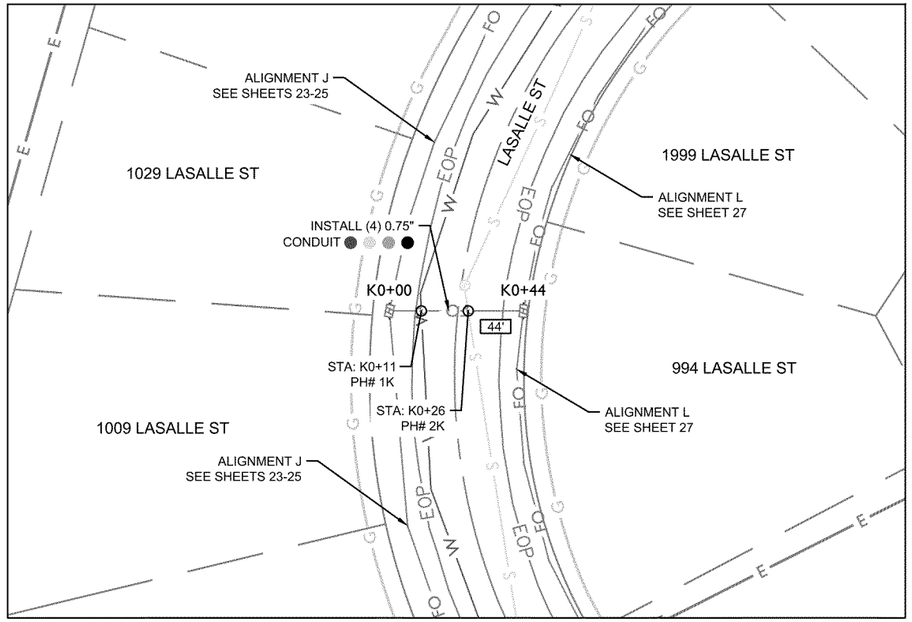
SHEET TITLE:
PLAN AND PROFILE

SHEET NUMBER:
25 of 34

e\OneDrive - Colliers Engineering & Design\Desktop\UDE Projects\Superior\Project\102\24864001A-DA102-CAD\24864001A-DA102-IJ.dwg\25-PLAN SHEET By: SOMER.SPRATTE



ALL CONDUIT INSTALLED
VIA HDD METHOD
(MAINTAIN A MIN. 36" OF
COVER FROM EXISTING GRADE)



CONTRACTOR NOTE:

ALL OPEN POT HOLES MUST BE RESTORED AS REQUIRED BY CITY OF SUPERIOR STANDARDS.

PRESENTED EXISTING SITE INFORMATION IS BASED ON AVAILABLE DATA AND THEREFORE ACTUAL SITE CONDITIONS MAY VARY.

EXACT LOCATIONS OF ALL EXISTING UTILITIES IN THE PATH OF THE PROPOSED RUNNING LINE MUST BE LOCATED PRIOR TO PLAN AND PROFILE APPROVAL AND CONFIRMED PRIOR TO INITIATING CONSTRUCTION.

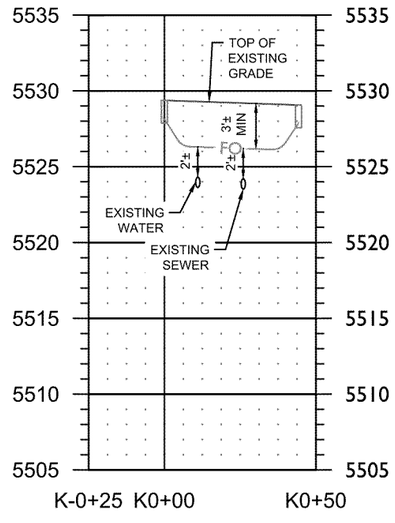
UTILITY LOCATIONS OUTSIDE DIRECT PATH OF RUNNING LINE ARE APPROXIMATE AND THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE ENGINEER TO LOCATE THE EXACT LOCATION PRIOR TO INITIATING ANY WORK OUTSIDE PRESENTED RUNNING LINE.

THE (4) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 ORANGE CONDUIT
(1) 0.75" SDR11 BLACK CONDUIT,
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT

THE (2) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT

SCALE : 1" = 50'
HORIZONTAL

SCALE : 1" = 5'
VERTICAL



Colliers
Engineering
& Design
www.colliersengineering.com

Copyright © 2024 Colliers Engineering & Design All Rights Reserved. This drawing and all the information contained herein is authorized for use only by the party for whom the services were contracted or to whom it is certified. This drawing may not be copied, reused, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.

Doing Business as MASER CONSULTING

PROTECT YOURSELF
ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE
Know what's below. Call before you dig.
FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DRAWN BY	DESCRIPTION
.	.	.	.

CONSTRUCTION/
ENCROACHMENT PLAN
FOR

NICX
Network Infrastructure Construction Co

ROW BORE PERMIT
CITY OF SUPERIOR,
BOULDER COUNTY,
COLORADO

Colliers
Engineering
& Design
DENVER
365 Inverness Parkway
Suite 100
Englewood, CO 80235
Phone: 303.731.6216
COLLIERS ENGINEERING & DESIGN, INC.
DOING BUSINESS AS MASER CONSULTING

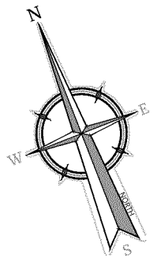
SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	08/15/24	SNS	SMS

PROJECT NUMBER:	DRAWING NAME:
24864001A-DA102	24864001A-DA102-K

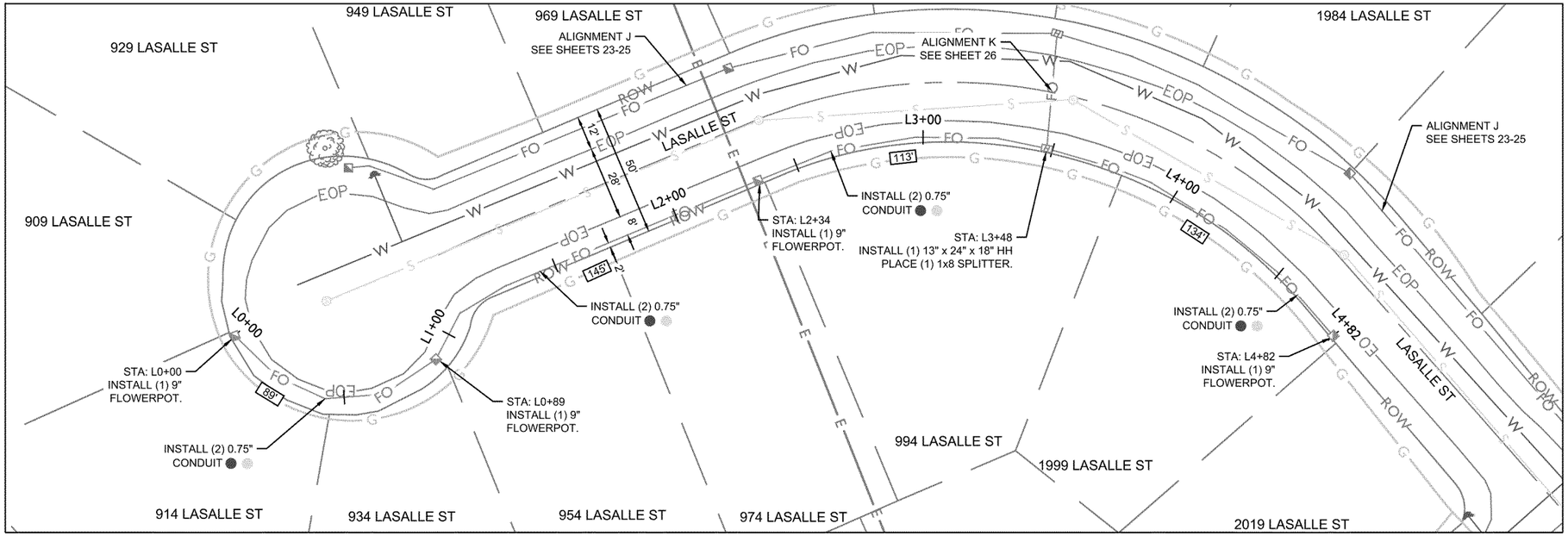
SHEET TITLE:
PLAN AND PROFILE

SHEET NUMBER:
26 of 34

By: SOMER.SPRATTE
e\OneDrive - Colliers Engineering & Design\Desktop\UDE Projects\Superior\Project\102\24864001A-DA102-CAD\24864001A-DA102-K.dwg\26-PLAN SHEET



ALL CONDUIT INSTALLED
VIA HDD METHOD
(MAINTAIN A MIN. 36" OF
COVER FROM EXISTING GRADE)



CONTRACTOR NOTE:

ALL OPEN POT HOLES MUST BE RESTORED AS REQUIRED BY CITY OF SUPERIOR STANDARDS.

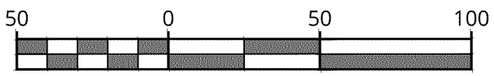
PRESENTED EXISTING SITE INFORMATION IS BASED ON AVAILABLE DATA AND THEREFORE ACTUAL SITE CONDITIONS MAY VARY.

EXACT LOCATIONS OF ALL EXISTING UTILITIES IN THE PATH OF THE PROPOSED RUNNING LINE MUST BE LOCATED PRIOR TO PLAN AND PROFILE APPROVAL AND CONFIRMED PRIOR TO INITIATING CONSTRUCTION.

UTILITY LOCATIONS OUTSIDE DIRECT PATH OF RUNNING LINE ARE APPROXIMATE AND THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE ENGINEER TO LOCATE THE EXACT LOCATION PRIOR TO INITIATING ANY WORK OUTSIDE PRESENTED RUNNING LINE.

THE (4) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 ORANGE CONDUIT
(1) 0.75" SDR11 BLACK CONDUIT,
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT

THE (2) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT



SCALE : 1" = 50'
HORIZONTAL

SCALE : 1" = 5'
VERTICAL

NO PROFILE THIS SHEET

Colliers
Engineering & Design
www.colliersengineering.com

Copyright © 2024 Colliers Engineering & Design All Rights Reserved. This drawing and all the information contained herein is authorized for use only by the party for whom the services were contracted or to whom it is certified. This drawing may not be copied, reused, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.

Doing Business as MASER CONSULTING

811 PROTECT YOURSELF
ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE
Know what's below. Call before you dig.
FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DRAWN BY	DESCRIPTION
.	.	.	.

CONSTRUCTION/
ENCROACHMENT PLAN
FOR

NICX
Network Infrastructure Construction Co

ROW BORE PERMIT
CITY OF SUPERIOR,
BOULDER COUNTY,
COLORADO

Colliers Engineering & Design
DENVER
365 Inverness Parkway
Suite 100
Englewood, CO 80235
Phone: 303.731.6216
COLLIERS ENGINEERING & DESIGN, INC.
DOING BUSINESS AS MASER CONSULTING

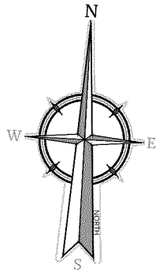
SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	08/15/24	SNS	SMS

PROJECT NUMBER: 24864001A-DA102
DRAWING NAME: 24864001A-DA102-LM

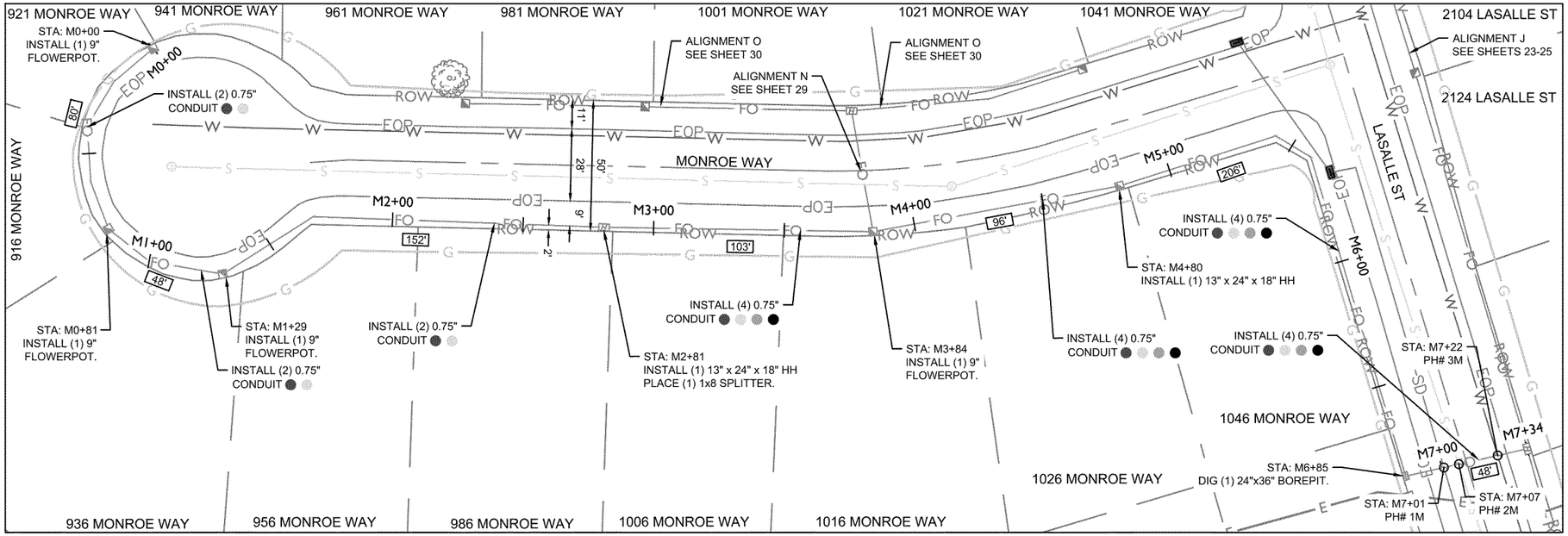
SHEET TITLE:
PLAN AND PROFILE

SHEET NUMBER:
27 of 34

e\OneDrive - Colliers Engineering & Design\Desktop\UDE Projects\Superior\Project\102\24864001A-DA102-CAD\24864001A-DA102-LM.dwg\27-PLAN SHEET By: SOMER.SPRATTE



ALL CONDUIT INSTALLED
VIA HDD METHOD
(MAINTAIN A MIN. 36" OF
COVER FROM EXISTING GRADE)



CONTRACTOR NOTE:

ALL OPEN POT HOLES MUST BE RESTORED AS REQUIRED BY CITY OF SUPERIOR STANDARDS.

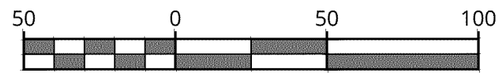
PRESENTED EXISTING SITE INFORMATION IS BASED ON AVAILABLE DATA AND THEREFORE ACTUAL SITE CONDITIONS MAY VARY.

EXACT LOCATIONS OF ALL EXISTING UTILITIES IN THE PATH OF THE PROPOSED RUNNING LINE MUST BE LOCATED PRIOR TO PLAN AND PROFILE APPROVAL AND CONFIRMED PRIOR TO INITIATING CONSTRUCTION.

UTILITY LOCATIONS OUTSIDE DIRECT PATH OF RUNNING LINE ARE APPROXIMATE AND THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE ENGINEER TO LOCATE THE EXACT LOCATION PRIOR TO INITIATING ANY WORK OUTSIDE PRESENTED RUNNING LINE.

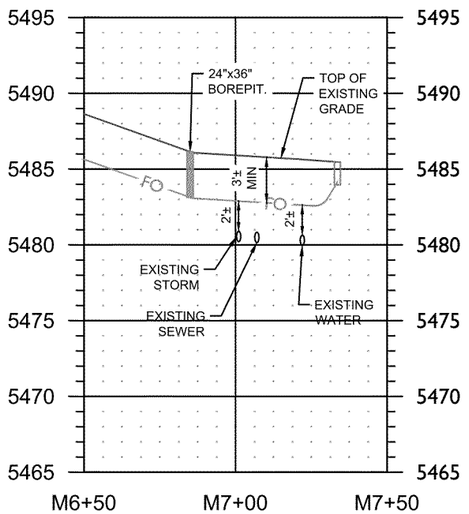
THE (4) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 ORANGE CONDUIT
(1) 0.75" SDR11 BLACK CONDUIT,
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT

THE (2) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT



SCALE : 1" = 50'
HORIZONTAL

SCALE : 1" = 5'
VERTICAL



Colliers Engineering & Design
www.colliersengineering.com

Copyright © 2024 Colliers Engineering & Design All Rights Reserved. This drawing and all the information contained herein is authorized for use only by the party for whom the services were contracted or to whom it is certified. This drawing may not be copied, reused, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.

Doing Business as MASER CONSULTING

811 PROTECT YOURSELF
ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE
Know what's below. Call before you dig.
FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DRAWN BY	DESCRIPTION
.	.	.	.

CONSTRUCTION/
ENCROACHMENT PLAN
FOR

NICX Network Infrastructure Construction Co

ROW BORE PERMIT
CITY OF SUPERIOR,
BOULDER COUNTY,
COLORADO

Colliers Engineering & Design
DENVER
365 Inverness Parkway
Suite 100
Englewood, CO 80235
Phone: 303.731.6216
COLLIERS ENGINEERING & DESIGN, INC.
DOING BUSINESS AS MASER CONSULTING

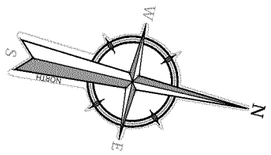
SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	08/15/24	SNS	SMS

PROJECT NUMBER:	DRAWING NAME:
24864001A-DA102	24864001A-DA102-LM

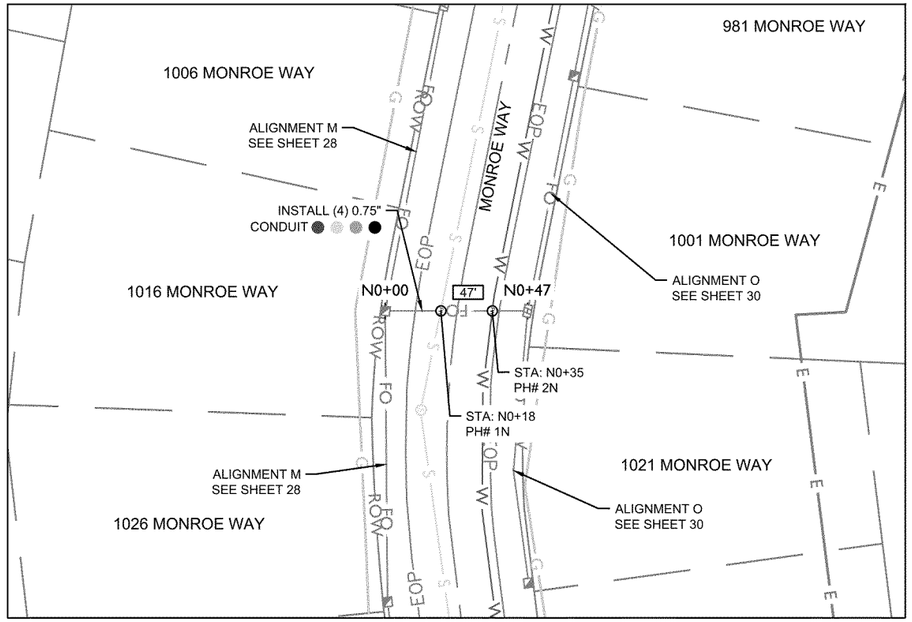
SHEET TITLE:
PLAN AND PROFILE

SHEET NUMBER:
28 of 34

e\OneDrive - Colliers Engineering & Design\Desktop\UDE Projects\Superior\Project\102\24864001A-DA102-CAD\24864001A-DA102-LM.dwg\28-PLAN SHEET By: SOMER.SPRATTE



ALL CONDUIT INSTALLED
VIA HDD METHOD
(MAINTAIN A MIN. 36" OF
COVER FROM EXISTING GRADE)



CONTRACTOR NOTE:

ALL OPEN POT HOLES MUST BE RESTORED AS REQUIRED BY CITY OF SUPERIOR STANDARDS.

PRESENTED EXISTING SITE INFORMATION IS BASED ON AVAILABLE DATA AND THEREFORE ACTUAL SITE CONDITIONS MAY VARY.

EXACT LOCATIONS OF ALL EXISTING UTILITIES IN THE PATH OF THE PROPOSED RUNNING LINE MUST BE LOCATED PRIOR TO PLAN AND PROFILE APPROVAL AND CONFIRMED PRIOR TO INITIATING CONSTRUCTION.

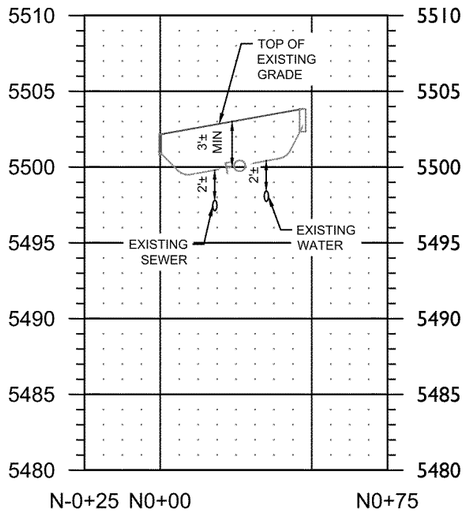
UTILITY LOCATIONS OUTSIDE DIRECT PATH OF RUNNING LINE ARE APPROXIMATE AND THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE ENGINEER TO LOCATE THE EXACT LOCATION PRIOR TO INITIATING ANY WORK OUTSIDE PRESENTED RUNNING LINE.

THE (4) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 ORANGE CONDUIT
(1) 0.75" SDR11 BLACK CONDUIT,
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT

THE (2) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT

SCALE : 1" = 50'
HORIZONTAL

SCALE : 1" = 5'
VERTICAL



Colliers
Engineering & Design
www.colliersengineering.com

Copyright © 2024 Colliers Engineering & Design All Rights Reserved. This drawing and all the information contained herein is authorized for use only by the party for whom the services were contracted or to whom it is certified. This drawing may not be copied, reused, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.

Doing Business as MASER CONSULTING

811 PROTECT YOURSELF
ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE
Know what's below. Call before you dig.
FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DRAWN BY	DESCRIPTION
.	.	.	.

CONSTRUCTION/
ENCROACHMENT PLAN
FOR

NICX
Network Infrastructure Construction Co

ROW BORE PERMIT
CITY OF SUPERIOR,
BOULDER COUNTY,
COLORADO

Engineering & Design
DENVER
365 Inverness Parkway
Suite 100
Englewood, CO 80235
Phone: 303.731.6216
COLLIERS ENGINEERING & DESIGN, INC.
DOING BUSINESS AS MASER CONSULTING

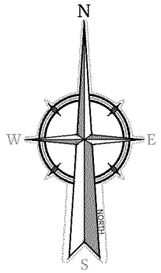
SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	08/15/24	SNS	SMS

PROJECT NUMBER:	DRAWING NAME:
24864001A-DA102	24864001A-DA102-N

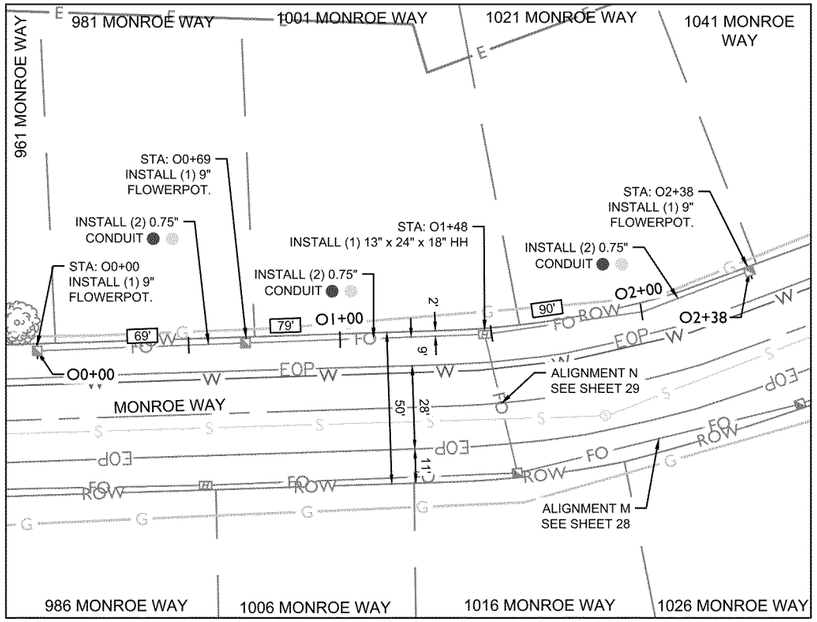
SHEET TITLE:
PLAN AND PROFILE

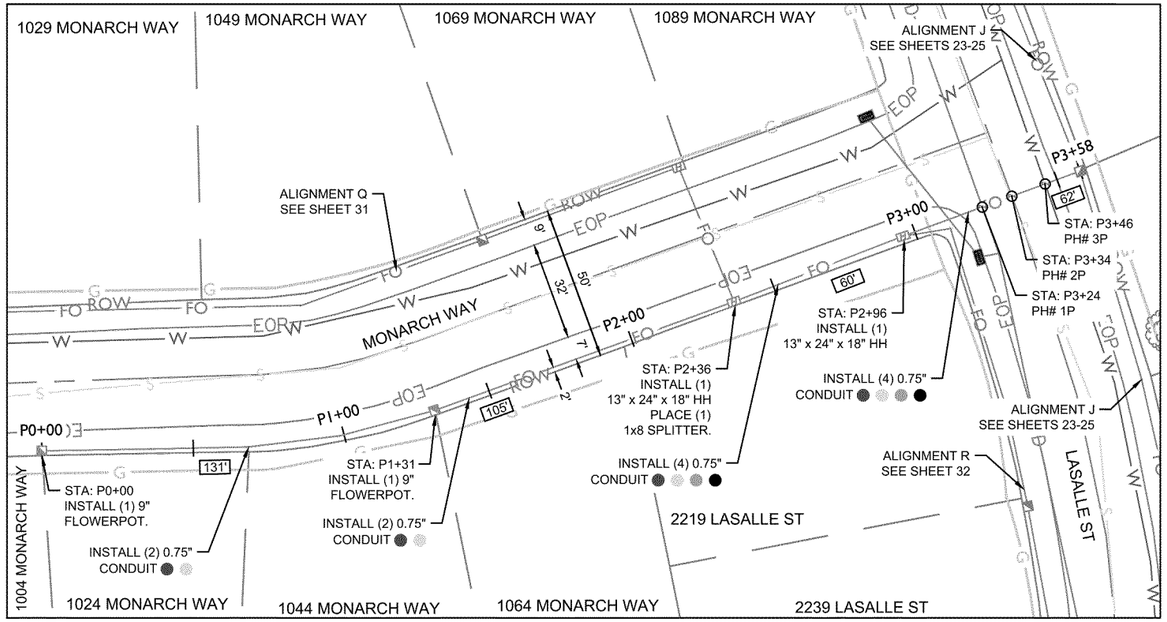
SHEET NUMBER:
29 of 34

e\OneDrive - Colliers Engineering & Design\Desktop\UDE Projects\Superior\Project\102\24864001A-DA102-CAD\24864001A-DA102-N.dwg\29-PLAN SHEET By: SOMER.SPRATTE



ALL CONDUIT INSTALLED VIA HDD METHOD (MAINTAIN A MIN. 36" OF COVER FROM EXISTING GRADE)





CONTRACTOR NOTE:

ALL OPEN POT HOLES MUST BE RESTORED AS REQUIRED BY CITY OF SUPERIOR STANDARDS.

PRESENTED EXISTING SITE INFORMATION IS BASED ON AVAILABLE DATA AND THEREFORE ACTUAL SITE CONDITIONS MAY VARY.

EXACT LOCATIONS OF ALL EXISTING UTILITIES IN THE PATH OF THE PROPOSED RUNNING LINE MUST BE LOCATED PRIOR TO PLAN AND PROFILE APPROVAL AND CONFIRMED PRIOR TO INITIATING CONSTRUCTION.

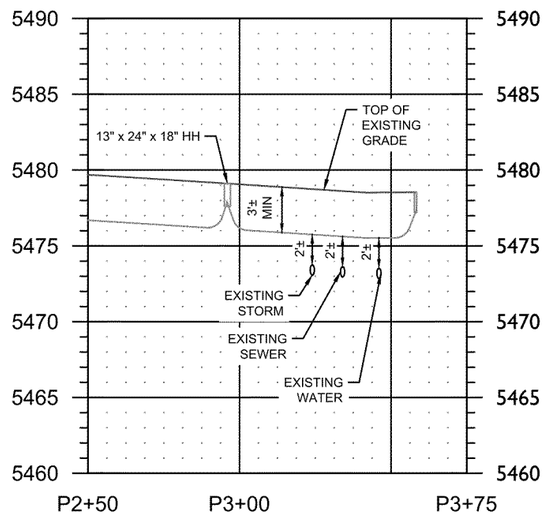
UTILITY LOCATIONS OUTSIDE DIRECT PATH OF RUNNING LINE ARE APPROXIMATE AND THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE ENGINEER TO LOCATE THE EXACT LOCATION PRIOR TO INITIATING ANY WORK OUTSIDE PRESENTED RUNNING LINE.

THE (4) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 ORANGE CONDUIT
(1) 0.75" SDR11 BLACK CONDUIT,
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT

THE (2) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT

SCALE : 1" = 50'
HORIZONTAL

SCALE : 1" = 5'
VERTICAL



Colliers Engineering & Design
www.colliersengineering.com

Copyright © 2024 Colliers Engineering & Design All Rights Reserved. This drawing and all the information contained herein is authorized for use only by the party for whom the services were contracted or to whom it is certified. This drawing may not be copied, reused, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.

Doing Business as MASER CONSULTING

PROTECT YOURSELF
ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE
Know what's below. Call before you dig.
FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DRAWN BY	DESCRIPTION

CONSTRUCTION/ ENCROACHMENT PLAN
FOR
NICX Network Infrastructure Construction Co
ROW BORE PERMIT
CITY OF SUPERIOR, BOULDER COUNTY, COLORADO

Colliers Engineering & Design
DENVER
365 Inverness Parkway
Suite 100
Englewood, CO 80235
Phone: 303.731.6216
COLLIERS ENGINEERING & DESIGN, INC. DOING BUSINESS AS MASER CONSULTING

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	08/15/24	SNS	SMS

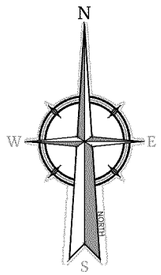
PROJECT NUMBER: 24864001A-DA102
DRAWING NAME: 24864001A-DA102-OP

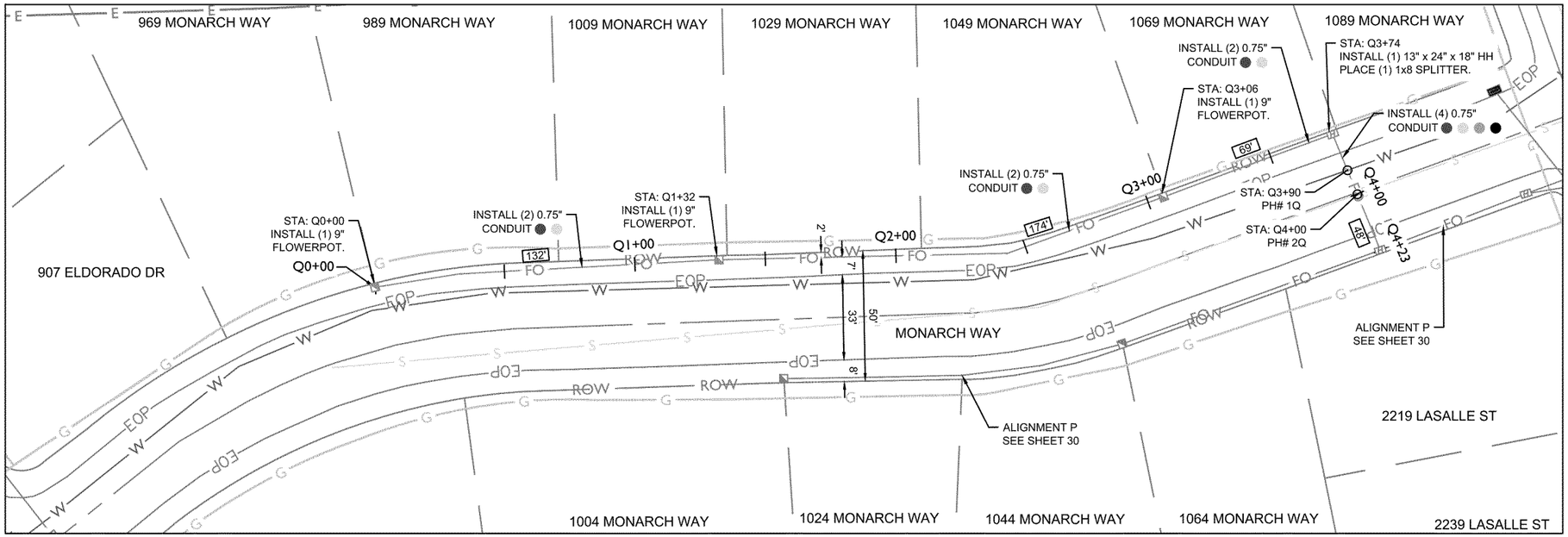
SHEET TITLE:
PLAN AND PROFILE

SHEET NUMBER:
30 of 34

By: SOMER.SPRATTE

e\OneDrive - Colliers Engineering & Design\Desktop\UDE Projects\Superior\Project\102\24864001A-DA102-CAD\24864001A-DA102-OP.dwg\30-PLAN SHEET





ALL CONDUIT INSTALLED
VIA HDD METHOD
(MAINTAIN A MIN. 36" OF
COVER FROM EXISTING GRADE)

CONTRACTOR NOTE:

ALL OPEN POT HOLES MUST BE RESTORED AS REQUIRED BY CITY OF SUPERIOR STANDARDS.

PRESENTED EXISTING SITE INFORMATION IS BASED ON AVAILABLE DATA AND THEREFORE ACTUAL SITE CONDITIONS MAY VARY.

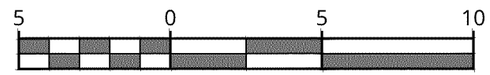
EXACT LOCATIONS OF ALL EXISTING UTILITIES IN THE PATH OF THE PROPOSED RUNNING LINE MUST BE LOCATED PRIOR TO PLAN AND PROFILE APPROVAL AND CONFIRMED PRIOR TO INITIATING CONSTRUCTION.

UTILITY LOCATIONS OUTSIDE DIRECT PATH OF RUNNING LINE ARE APPROXIMATE AND THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE ENGINEER TO LOCATE THE EXACT LOCATION PRIOR TO INITIATING ANY WORK OUTSIDE PRESENTED RUNNING LINE.

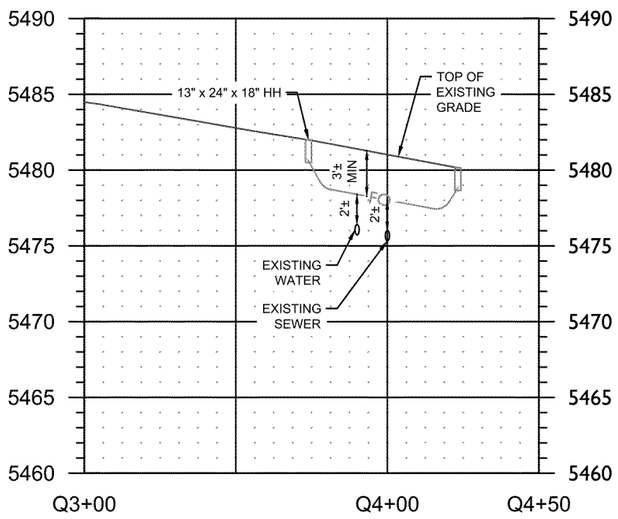
THE (4) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 ORANGE CONDUIT
(1) 0.75" SDR11 BLACK CONDUIT,
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT

THE (2) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT

SCALE : 1" = 50'
HORIZONTAL



SCALE : 1" = 5'
VERTICAL



Colliers Engineering & Design
www.colliersengineering.com

Copyright © 2024 Colliers Engineering & Design All Rights Reserved. This drawing and all the information contained herein is authorized for use only by the party for whom the services were contracted or to whom it is certified. This drawing may not be copied, reused, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.

Doing Business as MASER CONSULTING

811 PROTECT YOURSELF
ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE
Know what's below. Call before you dig.
FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DRAWN BY	DESCRIPTION
.	.	.	.

CONSTRUCTION/
ENCROACHMENT PLAN
FOR
NICX Network Infrastructure Construction Co
ROW BORE PERMIT
CITY OF SUPERIOR,
BOULDER COUNTY,
COLORADO

Engineering & Design
DENVER
365 Inverness Parkway
Suite 100
Englewood, CO 80235
Phone: 303.731.6216
COLLIERS ENGINEERING & DESIGN, INC. DOING BUSINESS AS MASER CONSULTING

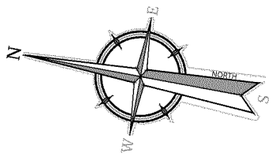
SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	08/15/24	SNS	SMS

PROJECT NUMBER: 24864001A-DA102
DRAWING NAME: 24864001A-DA102-Q

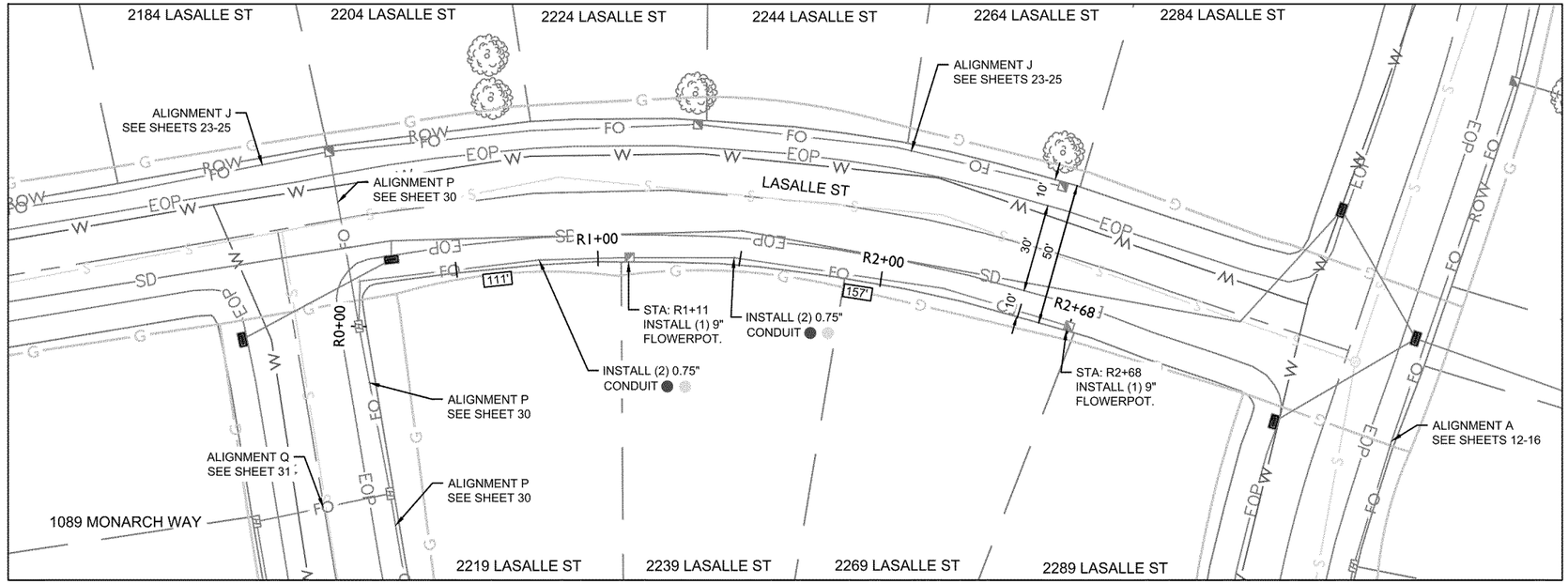
SHEET TITLE:
PLAN AND PROFILE

SHEET NUMBER:
31 of 34

e\OneDrive - Colliers Engineering & Design\Desktop\UDE Projects\Superior\Project\102\24864001A-DA102-CAD\24864001A-DA102-Q.dwg\31-PLAN SHEET By: SOMER.SPRATTE



ALL CONDUIT INSTALLED
VIA HDD METHOD
(MAINTAIN A MIN. 36" OF
COVER FROM EXISTING GRADE)



CONTRACTOR NOTE:

ALL OPEN POT HOLES MUST BE RESTORED AS REQUIRED BY CITY OF SUPERIOR STANDARDS.

PRESENTED EXISTING SITE INFORMATION IS BASED ON AVAILABLE DATA AND THEREFORE ACTUAL SITE CONDITIONS MAY VARY.

EXACT LOCATIONS OF ALL EXISTING UTILITIES IN THE PATH OF THE PROPOSED RUNNING LINE MUST BE LOCATED PRIOR TO PLAN AND PROFILE APPROVAL AND CONFIRMED PRIOR TO INITIATING CONSTRUCTION.

UTILITY LOCATIONS OUTSIDE DIRECT PATH OF RUNNING LINE ARE APPROXIMATE AND THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE ENGINEER TO LOCATE THE EXACT LOCATION PRIOR TO INITIATING ANY WORK OUTSIDE PRESENTED RUNNING LINE.

THE (4) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 ORANGE CONDUIT
(1) 0.75" SDR11 BLACK CONDUIT,
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT

THE (2) 0.75" SDR11 CONDUIT CONTAINS:
(1) 0.75" SDR11 BLUE CONDUIT,
(1) 0.75" SDR11 GREEN CONDUIT

SCALE : 1" = 50'
HORIZONTAL

SCALE : 1" = 5'
VERTICAL

NO PROFILE THIS SHEET

Colliers
Engineering & Design
www.colliersengineering.com

Copyright © 2024 Colliers Engineering & Design All Rights Reserved. This drawing and all the information contained herein is authorized for use only by the party for whom the services were contracted or to whom it is certified. This drawing may not be copied, reused, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.

Doing Business as MASER CONSULTING

811 PROTECT YOURSELF
ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE
Know what's below. Call before you dig.
FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DRAWN BY	DESCRIPTION
.	.	.	.

CONSTRUCTION/
ENCROACHMENT PLAN
FOR

NICX
Network Infrastructure Construction Co

ROW BORE PERMIT
CITY OF SUPERIOR,
BOULDER COUNTY,
COLORADO

Colliers Engineering & Design
DENVER
365 Inverness Parkway
Suite 100
Englewood, CO 80235
Phone: 303.731.6216
COLLIERS ENGINEERING & DESIGN, INC.
DOING BUSINESS AS MASER CONSULTING

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	08/15/24	SNS	SMS

PROJECT NUMBER: 24864001A-DA102
DRAWING NAME: 24864001A-DA102-R

SHEET TITLE:
PLAN AND PROFILE

SHEET NUMBER:
32 of 34

\AcPublish_33056\24864001A-DA102-R.dwg\32-PLAN SHEET By: SOMER.SPRATTE

Typical for a One-Lane Closure on a Local Street

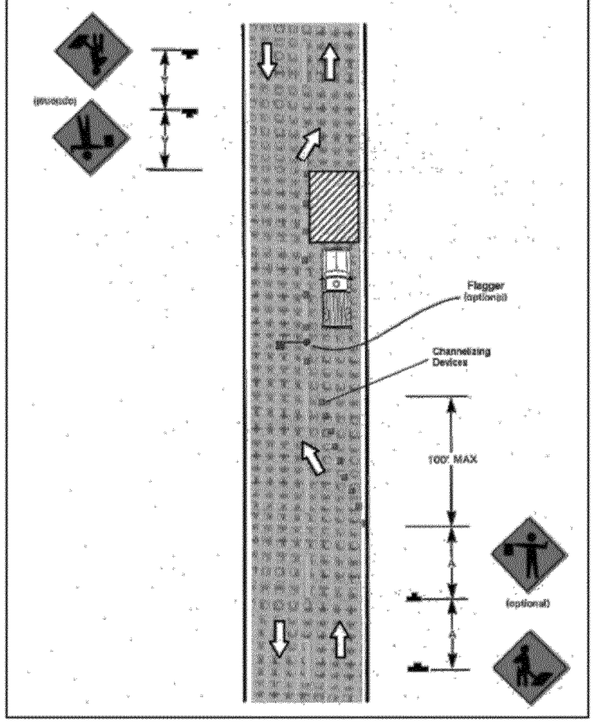
Contractor Name:_____ Contractor Phone: _____
On-site Supervisor: _____ On-site Phone: _____
Job Location: _____ 24-Hour Emergency Phone: _____
Start Date: _____ Completion Date: _____
Barricade Co. and Phone: _____
Scope of Work:_____
_____
_____
_____
Permit Number:_____

A = 100’ for speeds 30 mph or less

Channelizing devices are spaced equal to the speed limit in feet (30 mph = 30 feet).

Add Bike Lane Share the road signs where applicable

Figure TA-18 Lane closure in minor street.



NOTE:

1. No lane closures on arterials and collectors are allowed between 7 a.m. and 9 a.m. and 3:30 p.m. and 6 p.m. unless otherwise approved.
2. All traffic control procedures and devices must conform to Part VI of the Manual on Uniform Traffic Control Devices.
3. No open overnight trenches/holes are allowed in the right of way.
4. The Transportation Engineering Division must approve any changes to this plan.
5. Flaggers are required where poor sight distance exists (e.g., hills or curves).

TYPICAL A

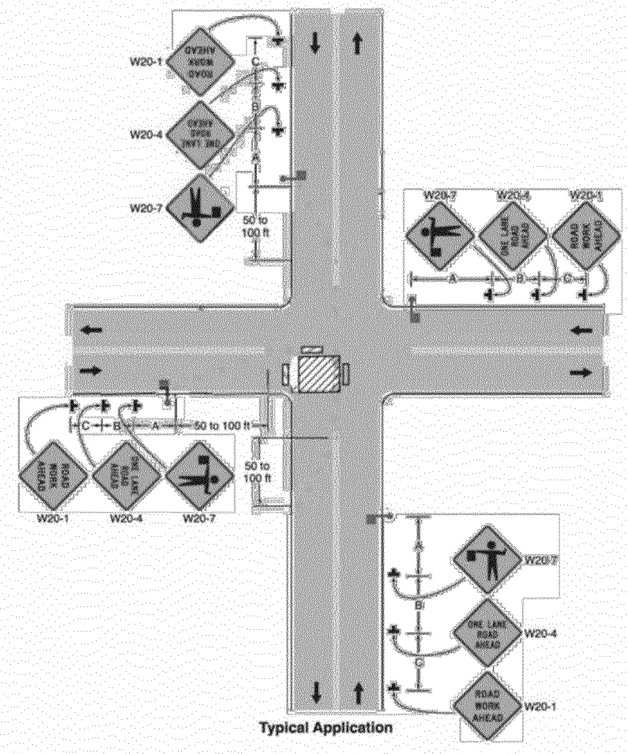
Typical for Flagger Operation at Local/Local Intersection

Contractor Name:_____ Contractor Phone: _____
On-site Supervisor: _____ On-site Phone: _____
Job Location: _____ 24-Hour Emergency Phone: _____
Start Date: _____ Completion Date: _____
Barricade Co. and Phone: _____
Scope of Work:_____
_____
_____
Permit Number:_____

A = 100’ for speeds 30 mph or less

Channelizing devices are spaced equal to the speed limit in feet (30 mph = 30 feet).

Add Bike Lane Share the road signs where applicable.



NOTE:

1. All traffic control procedures and devices must conform to Part VI of the Manual on Uniform Traffic Control Devices.
2. No open overnight trenches/holes are allowed in the right of way.
3. The Transportation Engineering Division must approve any changes to this plan.
4. Flaggers are required where poor sight distance exists (e.g., hills or curves).

TYPICAL B

Colliers Engineering & Design
www.colliersengineering.com
Copyright © 2024 Colliers Engineering & Design All Rights Reserved. This drawing and all the information contained herein is authorized for use only by the party for whom the services were contracted or to whom it is certified. This drawing may not be copied, reused, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.
Doing Business as MASER CONSULTING
811 PROTECT YOURSELF
ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE
Know what's below. Call before you dig.
FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DRAWN BY	DESCRIPTION

CONSTRUCTION/ ENCROACHMENT PLAN FOR

NICX Network Infrastructure Construction Co

ROW BORE PERMIT
CITY OF SUPERIOR, BOULDER COUNTY, COLORADO

Engineering & Design
DENVER
365 Inverness Parkway
Suite 100
Englewood, CO 80235
Phone: 303.731.6216
COLLIERS ENGINEERING & DESIGN, INC. DOING BUSINESS AS MASER CONSULTING

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	08/15/24	SNS	SMS

PROJECT NUMBER: 24864001A-DA102
DRAWING NAME: _24864001A-DA102-FS

SHEET TITLE: TCP TYPICALS

SHEET NUMBER: 33 of 34

VAcPublish_33056_24864001A-DA102-FS.dwg\33-TCP TYPICAL By: SOMER.SPRATTE

Typical for a Lane Closure on a Multi-Lane Street

Contractor Name:_____ Contractor Phone: _____
On-site Supervisor: _____ On-site Phone: _____
Job Location: _____ 24-Hour Emergency Phone: _____
Start Date: _____ Completion Date: _____
Barricade Co. and Phone: _____
Scope of Work:_____
_____
_____
_____

Formulas for L:

For Posted Speed Limit
40 mph or less.

$$L = \frac{WS^2}{60}$$

For Posted Speed Limit
45 mph or greater.

$$L = WS$$

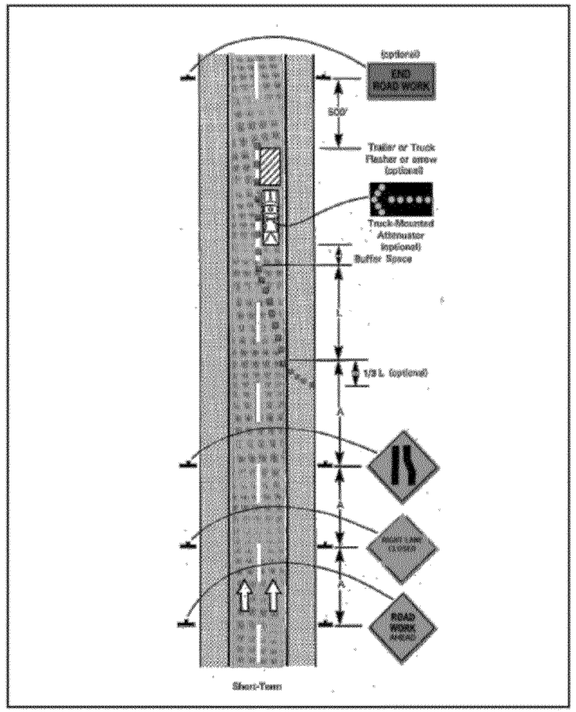
Where: L = taper length in feet
W = width of offset in feet
(eg. 12' wide lane
W = 12)
S= posted speed limit

A = 100' for speeds 30 mph or less

A = 350' for speeds 35 mph or greater

Channelizing devices are spaced equal to the speed limit in feet (30mph = 30 feet).

Add Bike Lane Share the road signs where applicable



NOTE:

1. No lane closures on arterials and collectors are allowed between 7 a.m. and 9 a.m. and 3:30 p.m. and 6 p.m. unless otherwise approved.
2. All traffic control procedures and devices must conform to Part VI of the Manual on Uniform Traffic Control Devices.
3. No open overnight trenches/holes are allowed in the right of way.
4. The Transportation Engineering Division must approve any changes to this plan.
5. This typical may be used for a right or left lane closure with appropriate signs.
6. Double posting of signs is required on state highways with a median, optional on city streets.
7. Arrow board is required on state highways and arterial city streets.

TYPICAL C

Typical Traffic Control Plan for Shoulder Work on All Roads

Contractor Name:_____ Contractor Phone: _____
On-site Supervisor: _____ On-site Phone: _____
Job Location: _____ 24-Hour Emergency Phone: _____
Start Date: _____ Completion Date: _____
Barricade Co. and Phone: _____
Scope of Work:_____
_____
_____
_____

Permit Number:_____

Formulas for L:

For Posted
Speed Limit 40 mph or less.

$$L = \frac{WS^2}{60}$$

For Posted Speed Limit
45 mph or greater.

$$L = WS$$

Where: L = taper length in feet
W = width of offset in feet
S = posted speed limit

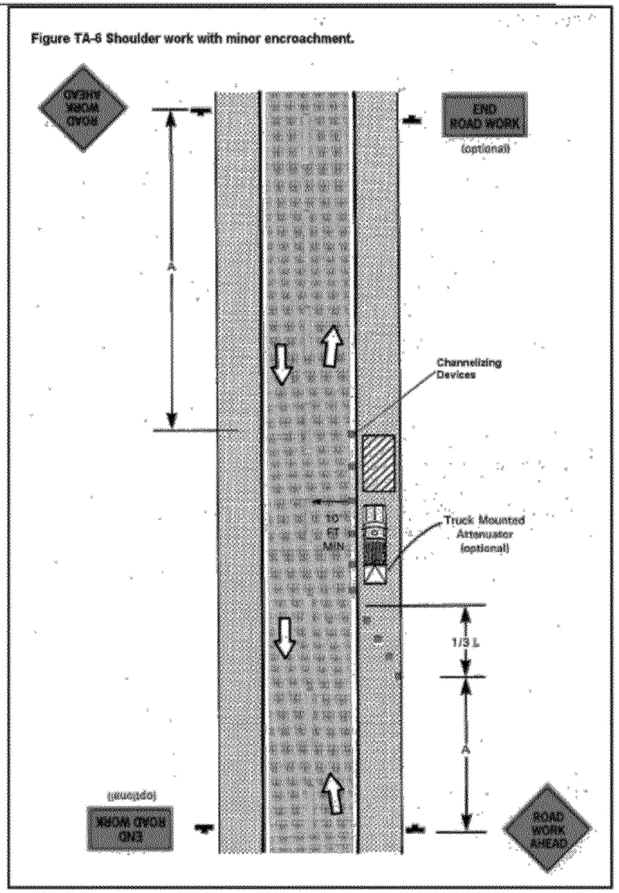
A = 100' for speeds 30 mph or less

A = 350' for speeds 35 mph or greater

Channelizing devices are spaced equal to the speed limit in feet (30mph = 30 feet).

Add Bike Lane Share the road signs where applicable

Figure TA-6 Shoulder work with minor encroachment.



NOTE:

1. No lane closures on arterials and collectors are allowed between 7 a.m. and 9 a.m. and between 3:30 p.m. and 6 p.m. unless otherwise approved.
2. All traffic control procedures and devices must conform to Part VI of the Manual on Uniform Traffic Control Devices.
3. No open overnight trenches/holes are allowed in the right of way.
4. The Transportation Engineering Division must approve any changes to this plan.
5. 10' minimum lane widths.

TYPICAL D

Colliers Engineering & Design
www.colliersengineering.com

Copyright © 2024 Colliers Engineering & Design All Rights Reserved. This drawing and all the information contained herein is authorized for use only by the party for whom the services were contracted or to whom it is certified. This drawing may not be copied, reused, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.

Doing Business as MASER CONSULTING

811 PROTECT YOURSELF
ALL STATES REQUIRE NOTIFICATION OF EXCAVATORS, DESIGNERS, OR ANY PERSON PREPARING TO DISTURB THE EARTH'S SURFACE ANYWHERE IN ANY STATE
Know what's below. Call before you dig.
FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DRAWN BY	DESCRIPTION

CONSTRUCTION/ ENCROACHMENT PLAN FOR
NICX Network Infrastructure Construction Co
ROW BORE PERMIT
CITY OF SUPERIOR, BOULDER COUNTY, COLORADO

Colliers Engineering & Design
DENVER
365 Inverness Parkway
Suite 100
Englewood, CO 80235
Phone: 303.731.6216
COLLIERS ENGINEERING & DESIGN, INC. DOING BUSINESS AS MASER CONSULTING

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	08/15/24	SNS	SMS

PROJECT NUMBER: 24864001A-DA102
DRAWING NAME: _24864001A-DA102-FS

SHEET TITLE: TCP TYPICALS

SHEET NUMBER: 34 of 34

\AcPublish_33056_24864001A-DA102-FS.dwg\34-TCP TYPICAL By: SOMER.SPRATTE

ITEM NO. 12

INFORMATION FOR MEETING
OF THE SUPERIOR BOARD OF TRUSTEES

AGENDA ITEM NAME: **Resolution – Approving a Revocable License Agreement with Metro Fibernet, LLC, for Telecommunication Services**

MEETING DATE: **December 9, 2024**

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

PRESENTED FOR: **Action**

BACKGROUND:
Metro Fibernet (Metronet) has proposed the construction of a fiber-to-the-premises network within Superior, which would provide residents and businesses with increased access to and options for ultra-high-speed (gigabit) internet service. Metronet would also partner with the Town to expand our internal ("dark") fiber infrastructure, increasing resiliency and connectivity between Town facilities.

Town Staff were contacted by Metronet in September 2024 regarding the possibility of building a fiber-to-the-premises network in Superior. Metronet has or is installing similar networks in Westminster and Broomfield.

Metronet is proposing to install the fiber network throughout Town to include the Rock Creek Neighborhood, Downtown Superior, Original Town, Marketplace, Sagamore, and Rogers Farm.

Town staff have worked with Metronet to install a Town Fiber Network which will include dark fiber to several locations in Town with no recurring monthly charge until such time the fiber is activated at each site, including:

- Water Treatment Plant
- Wastewater Treatment Plant
- Water and Wastewater tanks and pump stations
- Traffic Signals

- Parks and Facilities

Additional information regarding the Town Fiber Network can be found in Exhibit B of the License Agreement.

The Town Fiber Network will replace the existing radio communication network throughout Town, improving and advancing communications between staff and Town assets. This infrastructure would advance the Town's goal of completing a redundant fiber ring network and lay the groundwork for the Town to provide additional connectivity in the future.

BUDGET IMPLICATIONS:
There will be no cost to the Town for the fiber-to-the-premises installation. Metronet will pay all Town permit review fees and is responsible for hiring a 3rd party utility locator to locate Town owned utilities at no cost to the Town. The Town Fiber Network within the agreement is also being installed at no cost to the Town. The Town may extend the network to serve other Town facilities not included in the agreement in the future. Any costs associated with future extensions will be negotiated and approved prior to construction.

RECOMMENDED ACTION: Staff recommends approval of the resolution and revocable license agreement.

MOTION:
Move to adopt a Resolution approving a Revocable License Agreement with Metro Fibernet, LCC for installation of a fiber-to-the-premises network in Superior.

ATTACHMENTS:
- Resolution
- License Agreement

TOWN OF SUPERIOR
RESOLUTION NO. R-66
SERIES 2024

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR APPROVING A REVOCABLE LICENSE AGREEMENT WITH METRO FIBERNET, LLC, FOR TELECOMMUNICATION SERVICES

WHEREAS, Metro Fibernet, LLC, a telecommunications provider owning and operating fiber networks, desires to license Town-owned rights-of-way from the Town for the installation of fiber optic cables and conduit;

WHEREAS, pursuant to Colorado law, the Town may grant consent to telecommunications providers to occupy public rights-of-way for such purposes; and

WHEREAS, the Board of Trustees desires to approve the Revocable License Agreement, attached hereto and incorporated herein, to allow Metro Fibernet, LLC to license portions of Town-owned rights-of-way from the Town for the installation of fiber optic cables and conduit.

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

Section 1. The Revocable License Agreement between the Town and Metro Fibernet, LLC, is hereby approved in substantially the same form as attached hereto, subject to final approval by the Town Attorney.

ADOPTED this 9th day of December, 2024.

_____
Mark Lacis, Mayor

ATTEST:

_____
Lydia Yecke, Town Clerk

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2024 (the "Effective Date"), by and between the Town of Superior, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, CO 80027 (the "Town"), and Metro Fibernet, LLC, a Nevada limited liability company with an address of 3701 Communications Way, Evansville, IN 47715 (the "Licensee") (each a "Party" and collectively the "Parties").

WHEREAS, the Town owns certain real property and rights-of-way (the "Town Property");

WHEREAS, Licensee is a Telecommunications Provider, as that term is defined in Section I.D, and that it operates within the geographical boundaries of the Town and provides its Telecommunications Services, as that term is defined in Section I.E, to customers over a network owned, controlled, or leased by Licensee;

WHEREAS, Licensee wishes to use a portion of the Town Property, as described in **Exhibit A** (the "Licensed Property"), for installation of facilities necessary to provide Telecommunications Services; and

WHEREAS, the Town is authorized under the laws of the State of Colorado to grant consent to Telecommunications Providers to occupy the public rights of way for such purposes; provided, however, the same shall not be nor constitute the granting of a local franchise under Chapter 5 of the Superior Municipal Code (the "Code").

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

I. DEFINITIONS

As used in this Agreement, the following terms, phrases, and words shall be ascribed the following meanings, unless the context indicates otherwise. Words not defined herein shall be given their common and ordinary meanings, consistent with the context in which such words are used and the purposes of this Agreement.

A. "Director" means the Director of the Town's Public Works and Utilities Department or designee.

B. "Facilities" means all physical components used to provide Telecommunications Services which are located, or will become located pursuant to this Agreement, within the Town and are reasonably necessary, useful or convenient to provide Telecommunications Services within the territorial boundaries of the Town, including without limitation wires, cables, pipes, underground conduits, ducts, manholes, vaults, fiber optic cables and devices, switches, equipment boxes and sheds and other structures and appurtenances. This term shall also include any Facilities which were installed under any prior License Agreement between the Town and Licensee.

C. "Leased Facilities" means all physical components used by Licensee to provide Telecommunications Services which are leased to Licensee by third parties who are authorized by separate instruments to maintain same within rights-of-way within the Town.

D. "Telecommunications Provider" shall have the meaning in 47 U.S.C. § 153(51), and shall also include, solely for the purposes of this Agreement, the term "broadband provider" as that term is defined in C.R.S. § 38-5.5-102(1.3), except that for purposes of this Agreement this term shall not include a cable operator.

E. "Telecommunications Services" shall have the meaning in 47 U.S.C. § 153(53) and shall also include, solely for the purposes of this Agreement, the term "broadband service" as that term is defined in C.R.S. § 38-5.5-102(1), except that for purposes of this Agreement this term shall not include cable services.

F. "Wireless Communications Facility" means a facility used to provide: personal wireless services as defined in 47 U.S.C. § 332(c)(7)(C); wireless information services provided to the public or to such classes of users as to be effectively available directly to the public via licensed or unlicensed frequencies; or wireless utility monitoring and control services.

II. GRANT OF LICENSE

A. The Town hereby grants to Licensee a revocable license to use and occupy the Licensed Property for sole purposes of constructing, installing, operating, maintaining, repairing, replacing, and removing Licensee's Facilities. Licensee's right to use and occupy the Licensed Property is not exclusive, and the Town reserves the right to grant a similar use to itself or any other person or entity at any time. The Parties understand and agree that this Agreement is a limited grant of authority subject in all respects to applicable federal, State and local laws and regulations. Licensee acknowledges that the Town may permit others to use the Licensed Property at any time.

B. Should Licensee desire to expand the Licensed Property, Licensee shall make a request in writing to the Town Public Works and Utilities Department. The Town may grant, grant with conditions, or deny such request on a non-discriminatory basis in the Director's sole and reasonable judgement. The Director shall notify Licensee of the decision in writing. If the Director grants Licensee's request, then Licensee shall prepare an exhibit which shall be attached hereto as an amendment to the Agreement; provided, however, that Licensee must separately obtain consent from the Colorado Department of Transportation with respect to State highways.

C. The license granted herein to make reasonable use of the rights-of-way shall not be deemed to be a franchise. Licensee understands and agrees that the license granted hereunder is granted subject to prior franchise agreements and subject to all easements and other interests of record applicable to the Licensed Property. Licensee shall be solely responsible for coordinating its activities hereunder with the holders of such franchise agreements or of such easements or other interests of record, and for obtaining any required permission for such activities from such holders if required by the terms of such franchises or easements or other interests.

III. TERM

The term of this Agreement shall commence on the Effective Date and terminate on _____, 2034, unless otherwise terminated pursuant to Section IX herein, and shall automatically renew for a term of 10 years unless either party notifies the other in writing of its desire to not to automatically renew the Agreement at least one year before the expiration of this Agreement.

IV. USE

A. Licensee shall have the right to use the Licensed Property for the sole purposes of constructing, installing, operating, maintaining, repairing, replacing, and removing Licensee's Facilities.

B. Licensee shall strictly comply with the following conditions:

1. The Facilities shall be located, installed and maintained so that none of the Facilities endanger the lives, health or safety of individuals, or interfere with any public improvements the Town or other governmental entities have in place or may deem proper to make, including without limitation as to the location of Facilities in or upon the streets, alleys and dedicated easements; the disturbance and reconstruction of pavement, sidewalks, and surface of streets, alleys, dedicated easements and driveways; the timing and scheduling of work; and the temporary closure of portions of streets and alleys. The location, installation or maintenance of the Facilities shall not hinder or obstruct the use of the Licensed Property for its public purpose, including without limitation the moving of vehicular and pedestrian traffic. All Facilities shall be so located and designed as to cause minimum interference with the rights and reasonable convenience of property owners of property which adjoins the Licensed Property, including without limitation public property, water mains, sewer mains, electric and natural gas facilities, streetlights, traffic signals, trees, natural features, vegetation and all other municipal or authorized public use of the Licensed Property.

2. The Director may direct and require Licensee to locate its Facilities within a defined telecommunications corridor within the Licensed Property to minimize interference with other facilities or utilities. Whenever feasible, as determined in the sole and reasonable discretion of the Director, Licensee shall enter into conduit-sharing agreements with third parties to co-locate its wires and cables within conduit of other Telecommunications Providers or utilities in accordance with applicable Town requirements.

3. Licensee shall, upon reasonable notice and at its sole cost and expense, remove, locate and relocate its Facilities in, on, over or under any rights-of-way in such manner as the Town may at any time require for the purpose of facilitating the construction, reconstruction, maintenance, repair, or change in grade of any street, sidewalk, public improvement or Town project, or for the purpose of promoting the efficient operation of any such public improvement or project, or for the purpose of facilitating the vacation or redevelopment of the Licensed Property by the Town. If Licensee fails to act within a

reasonably allocated time, the Town may cause Licensee's Facilities to be relocated, and Licensee shall be liable to the Town for the costs thereof. If the Town relocates Licensee's Facilities, the Town shall be held harmless for any damages incurred to Licensee's Facilities during such relocation with the exception of any loss or damage caused by Town's gross negligence or willful misconduct.

4. All of Licensee's Facilities shall be located underground.

5. Licensee shall maintain the Facilities in good and safe condition at all times. If Licensee fails to comply with its obligations under this Agreement, the Town may take such measures as it determines necessary to bring the Licensed Property into compliance, and the cost of any such measures shall be paid by the Licensee. The Town shall have no responsibility, liability or obligation with respect to the safety or security of any person on account of Licensee's use of the Licensed Property or any personal property placed or located on, at or in the Licensed Property by Licensee, it being acknowledged and understood by Licensee, as between Licensee and the Town, that the safety and security of any such persons and property is the sole responsibility and risk of Licensee.

C. The license granted by this License Agreement confers only the right to make reasonable use of the Licensed Property for Licensee's provision of Telecommunications Services, and Licensee shall not operate a private telecommunications network, Wireless Communications Facilities, or operate as a "cable operator," as defined in 47 U.S.C. § 522(5), nor shall Licensee provide or offer to provide "cable services," as defined in 47 U.S.C. § 522(6).

D. Licensee hereby acknowledges that its use and occupancy of the Licensed Property is in its present, as-is condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Licensee acknowledges that the Town shall have no obligation to repair, replace or improve any portion of the Licensed Property to make such Licensed Property suitable for Licensee's intended uses.

E. Licensee shall be responsible for all damage to the Licensed Property arising out of or resulting from the use of the Licensed Property by Licensee, its agents, employees, visitors, patrons and invitees. The Town shall notify Licensee immediately upon discovery of any damage to the Licensed Property. Licensee shall correct and repair the damage within seven days of notification or knowledge unless otherwise directed by the Town.

V. LICENSEE'S OBLIGATIONS

A. *Construction.*

1. Not less than 30 days prior to construction of any Facilities within the Licensed Property at any specific location, Licensee shall furnish to the Town the general schematic plans for its Facilities, including system route maps, renderings of equipment boxes and structures, engineering, traffic control, and landscaping plans; as well as detailed plans for such Facilities, including detailed location drawings and final architectural, engineering, traffic control and landscaping plans (collectively the "Construction Plans"). The

Construction Plans may be reviewed by the Town to ensure that all applicable laws, including without limitation building and zoning codes and air and water pollution regulations, are complied with; that aesthetic and good planning principles have been given due consideration; and that adverse impact on the environment has been minimized. The Licensee shall comply with all regulatory requirements of the Town lawfully binding on the Licensee and shall incorporate all other reasonable changes to its plans as requested by the Town.

2. Construction may not begin until Licensee obtains written approval from the Director for the Construction Plans, procures appropriate and required permits from the Town, pays all review fees associated with such permits in addition any additional applicable fees, and complies with all requirements of the Code.

3. Licensee shall contact the Utility Notification Center of Colorado for location of any underground utilities and shall locate the Facilities as required. Licensee shall hire a Colorado-based utility locating firm to locate Town-owned underground utilities, including without limitation potable water, reclaimed water, sanitary sewer, and storm sewer utilities. Licensee shall pay for all costs required to properly locate Town-owned utilities and shall be responsible for any damage that may occur to Town-owned utilities as part of the locate or construction process. Licensee shall use commercially reasonable efforts to coordinate with affected utilities to undertake locations in accordance with the policies of each entity.

4. All construction, excavation, maintenance and repair work done by Licensee shall be done in a workmanlike and expeditious manner which minimizes the inconvenience to the Town, the public and individuals. Licensee shall be liable for any damage to the Town or Town-owned property caused by Licensee's failure to act in a timely manner. All such construction, excavation, maintenance and repair work done by Licensee shall comply with all State, local and federal law, and Licensee shall be responsible for obtaining all applicable permits and licenses. The Town shall have the right to inspect all construction or excavation work to ensure compliance with the Construction Plans, applicable codes and permits and may order Licensee to perform corrective work. All public and private property disturbed by Licensee's activities shall be promptly restored by Licensee at its own cost and expense to its former condition or better, subject to inspection by the Director and compliance by Licensee as to reasonable remedial action required by the Director in the inspection. Licensee shall be liable to the Town for the full cost of restoring any public property not promptly remedied by Licensee as required by the Director.

B. *Permitting.*

1. Licensee shall apply for and receive the appropriate permits and pay any standard and customary permit fees required for the attachment, installation, operation, maintenance or location of the Facilities in the Licensed Property.

2. Each permit application shall include information as to the appearance, size, description, proposed location of, and any other information pertinent to the Facilities.

3. Each permit application shall include a detailed public information plan for the Town's review and approval, which plan shall contain, at minimum, a description of Licensee's planned efforts to provide regular progress updates to the Town residents while the work performed under the permit is ongoing, such as a webpage, mailed notices, flyers, or a combination thereof, and the method by which Licensee will answer resident questions concerning the work performed under the permit.

4. Licensee shall obtain a Town business license and comply with Article I of Chapter 6 of the Code. Licensee acknowledges and agrees that the Telecommunications Services sold to customers within the Town are taxable, and Licensee shall timely collect and remit taxes to the Town.

C. *Emergency Telephone Charge.* To the extent Licensee operates as a local exchange provider, as defined by C.R.S. § 40-15-102(18), or as an interexchange provider, as defined by C.R.S. § 40-15-102(11), and pursuant to Article III of Chapter 5 of the Code, Licensee agrees to collect the Boulder Regional Emergency Telephone Service Charge from its customers and remit the same monthly.

D. *Coordination.*

1. Licensee shall reasonably cooperate with the Town, authorized utilities and other local exchange carriers in placing conduit within the Licensed Property and sharing unused space within underground conduits owned by Licensee and upon above-ground facilities owned by Licensee.

2. If Licensee intends to install new underground conduit or replace existing underground conduit, Licensee shall provide the Town and all utilities, cable television franchisees, authorized Telecommunications Providers and local exchange carriers authorized to use the Licensed Property with 60 days' advance written notice. If a utility, cable television franchisee, authorized Telecommunications Provider, or local exchange carrier desires additional conduit installed, it will so notify the Licensee in writing at least 10 days prior to the proposed construction date, and such party requesting the additional conduit shall be responsible for a pro-rata expense for installing such additional conduit. This Section is intended to maximize the coordination of facilities located within the Licensed Property and is not intended to govern routine connections of customers to installed network not involving significant line extension or other excavations of limited scope.

3. Prior to beginning any work to install its network at the locations set forth on the plan and profile to be approved by the Town, Licensee shall first notify residents in the reasonable area of the work, via door hangers, at least 72 hours in advance of performing the work. The language on the door hangers must be approved by the Town.

E. *Town Fiber.*

1. Licensee agrees to construct, install, and dedicate to the Town for municipal purposes Town Fiber and Town Conduit (the "Town Project") at its own cost and as directed by the Town.

2. All Town Fiber and Shared Fiber shall be installed within Licensee Facilities, unless otherwise stated in this Agreement and shall be operated and maintained by Licensee in accordance with Exhibit B, attached hereto and incorporated herein by this reference.

3. The Town Project shall be dedicated to the Town for the Town's exclusive use upon completion in a form acceptable to the Town. Upon the Town's written acceptance of the Town Project, the Town shall own and be responsible for maintenance of the Town Project.

4. Licensee shall perform its obligations under this Section in accordance with all requirements of this Agreement, the terms and conditions of any applicable permits, and any applicable federal, State, or local law. The Parties shall cooperate in good faith to develop a timeline for completion of the Town Project by December 31, 2026.

F. *Compliance.* Licensee shall at all times comply with all applicable law, including all federal, State and local statutes, regulations, ordinances, decrees and rules relating to the emission, discharge, release or threatened release of a hazardous material into the air, surface water, groundwater or land, the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material, and the protection of human health and safety, including without limitation the following, as amended: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; and the Energy Policy and Conservation Act.

F. *Reporting.*

1. Within 30 days following the installation or relocation of any Facilities within the Licensed Property, Licensee shall provide the Town with detailed drawings showing the as-built location of such Facilities. Upon completion of the installation of Licensee's Facilities, Licensee shall provide the Town with a map identifying the locations of all of Licensee's Facilities and Licensee's completed system within the Town, which map shall be accompanied with as-built drawings.

2. Licensee shall provide the Town, by November 30 of each year, with a report showing the location of all of Licensee's Facilities installed pursuant to this Agreement as of the date of the annual report.

VI. ADDITIONAL TOWN REGULATION

If, during the term of the Agreement, the Town is authorized pursuant to law to collect compensation for use of public rights-of-way by Telecommunications Providers, and the Town

enacts an Ordinance requiring compensation for the use of the rights-of-way from any class of Telecommunications Providers on a competitively neutral and nondiscriminatory basis within such class, then Licensee shall, in accordance with the terms of such Ordinance, pay such compensation.

VII. INSURANCE

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

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

2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

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

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

VIII. INDEMNIFICATION

Licensee agrees to indemnify, hold harmless, and defend the Town and its representatives, officers, employees, agents, and contractors from and against all liabilities, injuries, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgements, including without limitation reasonable attorney fees arising from or in any way connected with Licensee's use of the Licensed Property or any act, omission, condition, or other matter related to or occurring on or about the Licensed Property under this Agreement. Licensee agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false, or fraudulent.

IX. REMEDIES AND TERMINATION

A. In the event of any breach of the terms of the Agreement by Licensee, each of which terms are deemed material, the Town shall have the right to obtain one or more of the following remedies, which are expressly agreed to be cumulative, and the exercise of any one or more of them shall not be dependent upon the exercise of any other remedy, nor does the exercise of any one or more of them constitute any bar or limitation to the exercise of any other: (a) specific performance or injunctive relief; (b) monetary damages; or (c) termination of the Agreement.

B. Before terminating the Agreement for cause on account of any default by Licensee, the Town shall provide to Licensee written notice of the default and provide Licensee a reasonable period in which to cure the default, which shall be stated in the notice of default but in no event shall the period to cure the default be less than sixty (60) days from the date of Licensee's receipt of the default notice.

C. The Town or Licensee may terminate the Agreement at any time upon 90 days' prior written notice to the other Party, subject to the indemnification requirements of this Agreement, the removal and abandonment provisions set forth in Section X herein, and any other provisions that survive the termination of this Agreement.

X. REMOVAL AND ABANDONMENT

If Licensee fails to use the Facilities or a certain part thereof installed under the terms of the Agreement for a period of one year or has otherwise abandoned the Facilities, if the term of the Agreement expires, or if the Agreement is terminated or is canceled for any reason, then Licensee shall remove its Facilities, or the abandoned portions thereof in the case of a partial abandonment, at its own sole cost and expense. As an alternative to removal and if mutually agreed to by Licensee and the Town, the ownership of the Facilities or the abandoned portions of such Facilities may be transferred to the Town, in which event all obligations and liabilities of Licensee under this Agreement in connection with the portion of the Facilities transferred to the Town shall terminate.

XI. MISCELLANEOUS

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

B. *No Waiver*. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. *Integration*. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. *Third Parties*. There are no intended third-party beneficiaries to this Agreement.

E. *Notice*. Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent prepaid, first-class United States mail to the Party at the address set forth on the first page of this Agreement.

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

G. *Modification*. This Agreement may only be modified upon written agreement of the Parties.

H. *Assignment*. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other, which shall not be unreasonably withheld. Licensee shall have the right to assign this Agreement without the Town's consent to an entity affiliated with or formed by one or more principals of Licensee.

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

J. *Rights and Remedies*. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. *Force Majeure*. No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

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

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

TOWN OF SUPERIOR, COLORADO

_____
Mark Lacis, Mayor

ATTEST:

_____
Lydia Yecke, Town Clerk

LICENSEE

By: _____

STATE OF KANSAS)
) ss.
COUNTY OF _____)

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

My commission expires:

(S E A L)

_____
Notary Public

EXHIBIT A
LICENSED PROPERTY

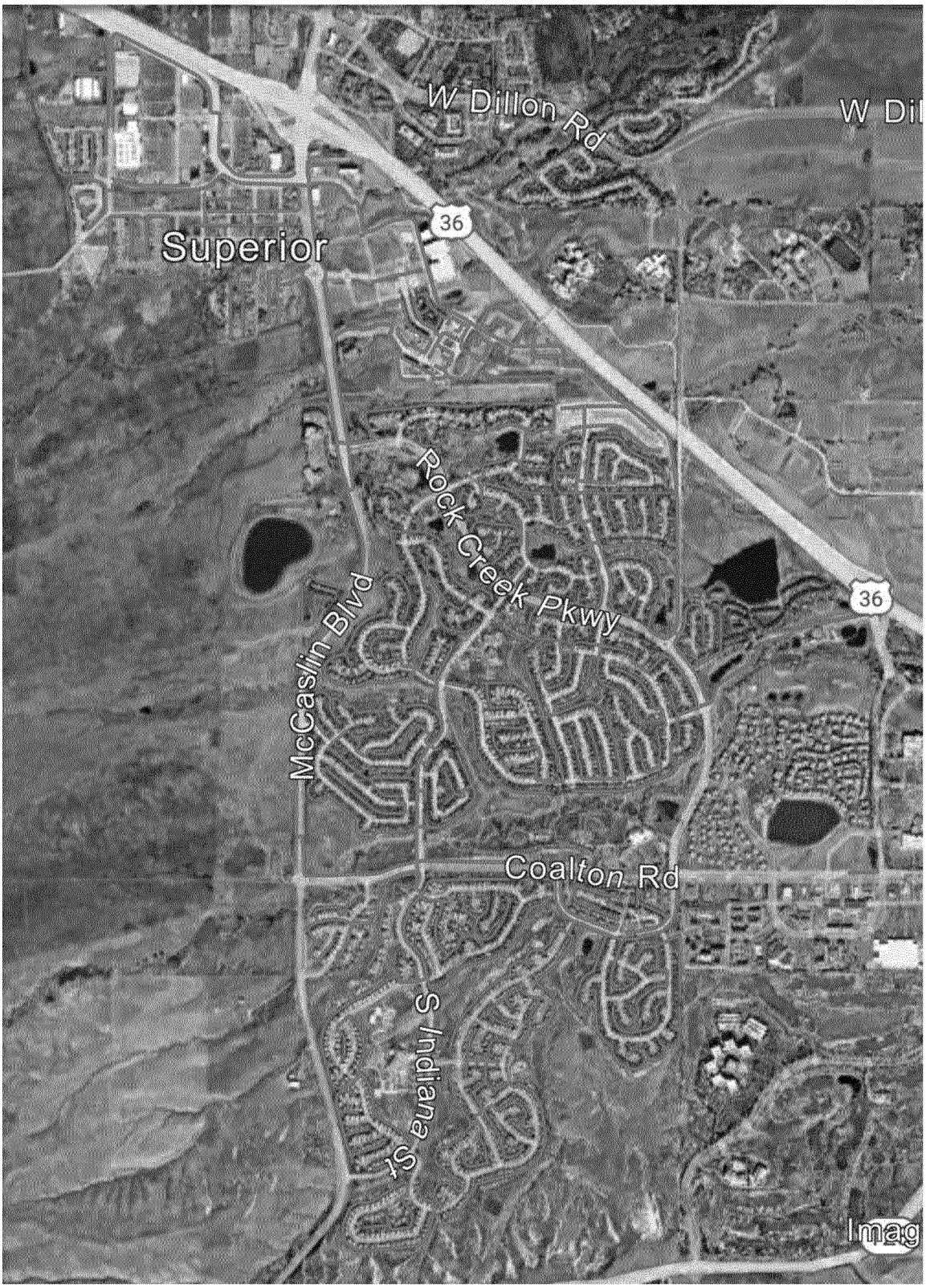

W Dillon Rd
W Dil
36
Superior
Rock Creek Pkwy
McCaslin Blvd
36
Coalton Rd
S Indiana St
Imag

EXHIBIT B

This Exhibit to the License Agreement between the Town of Superior, a Colorado Municipal Corporation (the "Town") and Metro Fibernet, LLC, (the "Licensee") is intended to define the construction, configuration, and operation of a dark fiber network (the "Network") connecting multiple locations within the Town. All provisions of the Agreement shall apply to and survive this Exhibit unless otherwise specifically identified.

ARTICLE I – SCOPE OF SERVICES

The Town's dark fiber network shall include connections from City Hall (124 East Coal Creek Dr, Superior, CO 80027) to the locations indicated on the table below. Licensee shall configure three 6-fiber rings supporting three types of endpoint uses as noted in the table. The rings will be capable of providing diverse paths when such equipment is used by Town. Where shared or dedicated laterals are used, the ring paths shall be collapsed. Town Fiber shall support speeds of not less than 10 GBpS when used with appropriate electronics by Town.

In the event that a competitive fiber provider installs Town Fiber to an endpoint listed below before Licensee, then Licensee shall not be obligated to connect that endpoint.

Location	Type	Ring
Town Hall	Building	Hub Site - All Rings
Autrey Park	Park	IT / VoIP
Central Park	Park	IT / VoIP
Civic Space	Building	IT / VoIP
Community Center	Building	IT / VoIP
Community Park	Park	IT / VoIP
Firehouse	Building	IT / VoIP
Founders Park	Park	IT / VoIP
North Pool	Building	IT / VoIP
Purple Park	Park	IT / VoIP
South Pool	Building	IT / VoIP
Superior Commons Park (E)	Park	IT / VoIP
Superior Commons Park (W)	Park	IT / VoIP
Superior Plaza	Building	IT / VoIP
Wildflower Park	Park	IT / VoIP
88th/Promenade	Intersection	Traffic Management
Coalton/Indiana	Intersection	Traffic Management
Coalton/Rock Creek Circle	Intersection	Traffic Management
Coalton/Rock Creek Pkwy	Intersection	Traffic Management
Marshall/Center	Intersection	Traffic Management
Marshall/Sycamore	Intersection	Traffic Management
McCaslin/High Plains	Intersection	Traffic Management
McCaslin/Rock Creek	Intersection	Traffic Management
Rock Creek/Indiana	Intersection	Traffic Management
1.5 MG tank	Water/Sewer	Water / Sewer Facilities
Bladder tank	Water/Sewer	Water / Sewer Facilities
Huron Peak Pump Station	Water/Sewer	Water / Sewer Facilities
Lift Station	Water/Sewer	Water / Sewer Facilities
Mica Pump Station	Water/Sewer	Water / Sewer Facilities
Purple Park Pump Station	Water/Sewer	Water / Sewer Facilities
Sewer Plant	Water/Sewer	Water / Sewer Facilities
Water Plant	Water/Sewer	Water / Sewer Facilities
Water Plant Pump Station	Water/Sewer	Water / Sewer Facilities

Network Map

ARTICLE II – NETWORK MAINTENANCE

Licensee shall provide Routine Maintenance and Non-Routine Maintenance defined as follows:

- Routine Maintenance: Licensee agrees to take such actions as necessary to maintain the communication conduit and/or fiber optic cable in good and safe condition at all times, including subscription to the Colorado 811 system, locating of network facilities, and repair of damages to the network.
- Non-Routine Maintenance: Licensee shall perform troubleshooting and restoral of the network, including, but not limited to, repairs required due to cable cuts, fires, remodeling work or other acts of third parties or Force Majeure events. Town shall use commercially reasonable efforts to determine that any disruption in the functionality of the Dark Fiber Service is not on the Town's side of the Demarcation Point. After verifying that the problem is not on Town's side of the Demarcation Point, Customer may call Licensee toll-free on 833-266-5812or email mfn-noc@metronetinc.com to open a Support Ticket.
- Fiber Restoration: Following receipt of Town notification of support request, Licensee shall use its best efforts to respond on-site (if necessary) to the affected location(s) within two (2) hours of acknowledging a Support Ticket, provided Licensee has all necessary access to the Town location(s). In the event of a cable failure, Licensee shall use its best efforts to begin service restoration following identification of such failure as quickly as possible. Further, Licensee shall use commercially reasonable efforts to restore the functionality of the services as quickly as possible. During any outage, Licensee shall contact Town on a regular basis, to update the status of restoration.
- Relocation: Town acknowledges and agrees that, after the Activation Date, Licensee may be required (i) by any governmental authority under the power of eminent domain or otherwise, (ii) by the grantor or provider of any underlying right, (iii) by any other person having the authority to so require, or (iv) by the occurrence of any Force Majeure Event, to relocate the Segment(s) of the Licensee network. Town shall work in good faith to minimize the impacts of relocations to the Licensee's network when such requests are originated by Town.
- As-Builts: Within thirty (30) days following the installation or relocation of any Facilities within the Premises, Licensee shall provide the Town with detailed drawings showing the as-built location of such Facilities.

ARTICLE III – NETWORK MONITORING

Licensee shall provide Network Monitoring via Licensee's Network Operations Center ("NOC"). This NOC shall monitor its network and perform cable and conduit maintenance and repair, on a twenty-four (24) hour per day, seven (7) days per week basis (24x7). As Licensee is not actively monitoring the dark fiber network, Town shall provide notice to the Licensee of any potential outages or service impairments for review and attention by

Licensee. Town shall contact NOC Services at 833-266-5812 or mfn-noc@metronetinc.com. Any changes to emergency contacts shall be provided by Licensee to Town as they occur.

ARTICLE IV – COST OF SERVICES

Licensee agrees to Construct and Provision the Network at No Cost as Described in Article I, including:

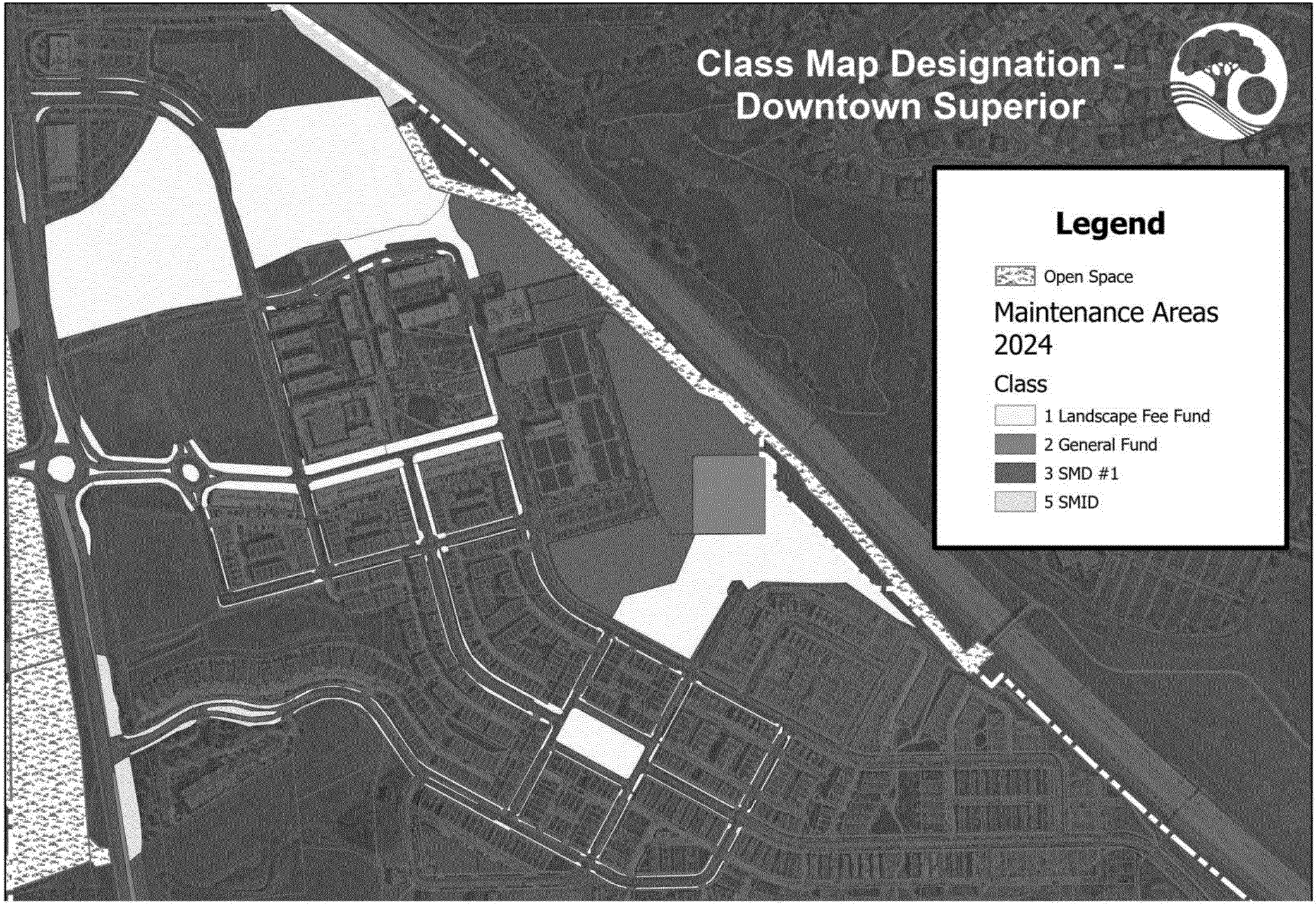
- Scope of Services: Licensee agrees to provide the Network as Described in Article I to Town at no cost.
- No Charge: Licensee acknowledges and agrees that there shall be no charge, fee, or cost associated with the construction and provisioning of these Services to Town.
- No Hidden Costs: Licensee shall not impose any hidden fees, incidental charges, or additional costs on Town in connection with the provision of the Services.

ARTICLE V – GRANT OF LEASE

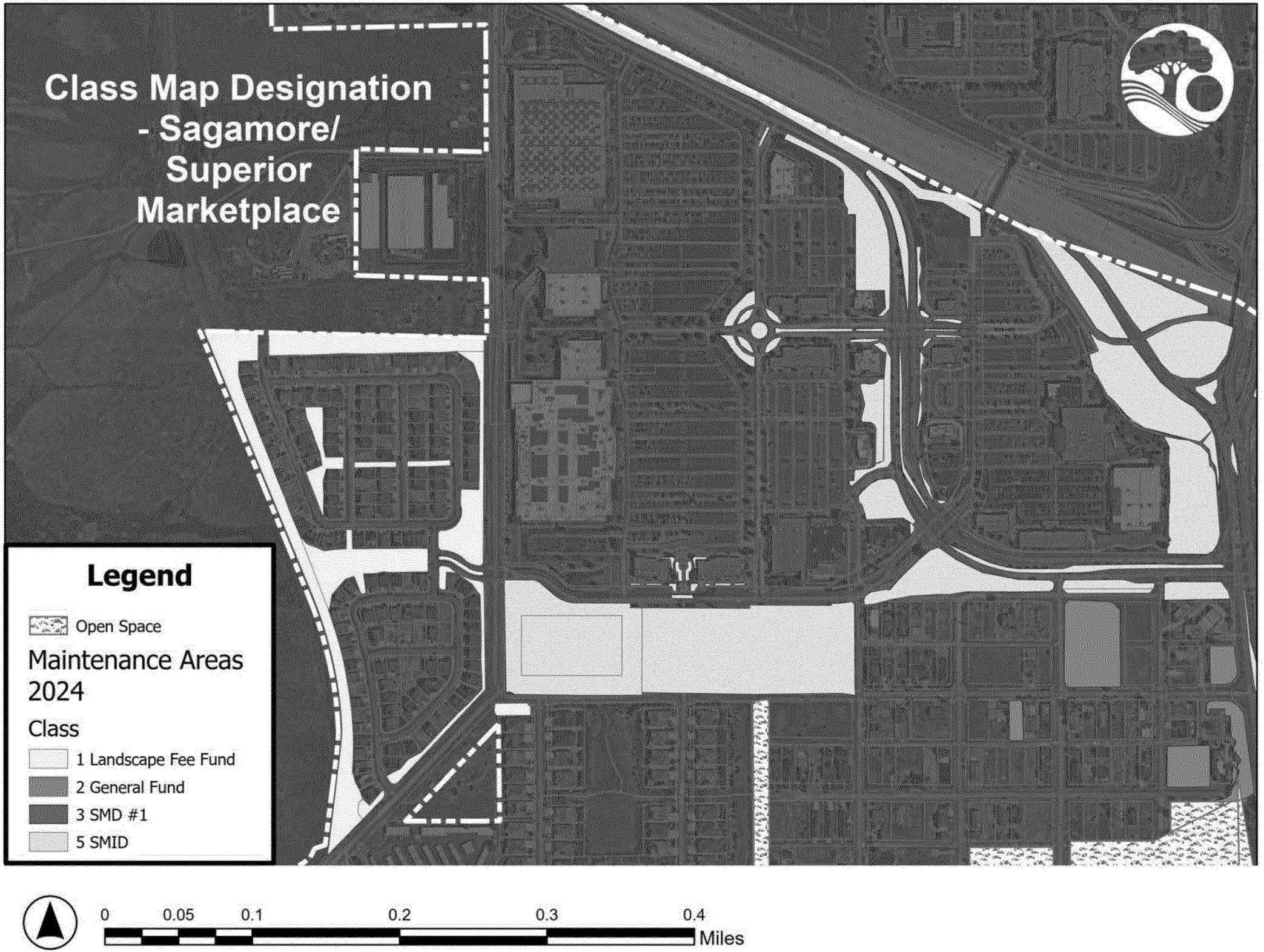
As of the Activation Date, Licensee agrees to lease to Town, and Town agrees to lease from Licensee, the number of strands of Dark Fiber in the configuration described in Article I of this agreement. Any materials, components, equipment, optical fiber cable, and other property of Licensee shall remain Licensee's property even if affixed to or installed within the real property of Town. Town shall keep Licensee's facilities and the Dark Fiber free from all liens, including but not limited to mechanics liens, and encumbrances by reason of the use of the Dark Fiber by Town. Town shall be responsible for obtaining and maintaining any rights or licenses required for it to lease, use, occupy, or operate the Dark Fiber.

ARTICLE VI – USE OF SERVICES

Town shall use the optical fiber strands solely for lawful purposes. In no event whatsoever shall Town directly or indirectly transfer, sell, assign, swap, exchange, lease, sublease, license, sublicense, resell, or grant indefeasible or other rights of use in or to all or any part of the optical fiber strands as "dark fiber" as such term is commonly understood in the telecommunications industry. A violation of this provision shall be a material default and shall subject Town to immediate termination. Except as expressly set forth herein as part of the access rights included within the Dark Fiber Offering, the lease does not include the right of Town to own, control, access, maintain, splice, adjust, align, cut, modify, or revise the Dark Fiber. Town will not install any components or equipment to be used with the Offering that damages or interferes with the Licensee network.


Class Map Designation -
Downtown Superior
Legend
Open Space
Maintenance Areas
2024
Class
1 Landscape Fee Fund
2 General Fund
3 SMD #1
5 SMID
0
0.05
0.1
0.2
0.3
0.4
Miles

Maintenance Responsibility
HOA
Town of Superior
Town Maintained Trees


Class Map Designation
- Sagamore/
Superior
Marketplace
Legend
Open Space
Maintenance Areas
2024
Class
1 Landscape Fee Fund
2 General Fund
3 SMD #1
5 SMID
0
0.05
0.1
0.2
0.3
0.4
Miles