Town of Superior Town Council
Superior McCaslin Interchange Metropolitan District Board of Directors
Meeting Agenda
Monday, April 14, 2025
6:00 p.m.
Town Hall Council Chambers
124 E. Coal Creek Drive

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

1. Dinner with Open Space Advisory Committee (6:00 p.m.)
2. Call to Order Meeting of Town Council (7:00 p.m.)
3. Preliminary Matters (7:00 p.m.)
    a. Pledge of Allegiance
    b. Roll Call
    c. Approval of Agenda
    d. Council Reports
    e. Public comment on Consent Agenda, Presentations, and Non-Agenda Items. Persons making public comments are asked to state your name and the city you live in (limit 5 min./person)
4. Presentation – None
5. Project Updates
    a. Coyote Ridge Parking Lot (7:25 p.m.)
    b. Update on Public Works & Utilities Projects (7:40 p.m.)
6. Consent Agenda (7:55 p.m.)

a. Approval of Council Meeting Minutes
b. Acceptance of Committee Meeting Notes
c. Proclamation – Arbor Day
d. Proclamation – World Migratory Bird Day – Bird City Colorado
e. Consideration of Resolution for the Town and Superior McCaslin Interchange District Approving a Contract with Asphalt Specialties Co. for 2025 Asphalt Repairs Project
f. Consideration of Resolution Design #2 – Collab Architecture Community Center Reception Desk Area
g. Consideration of Ordinance of the Town Council of the Town of Superior Amending Chapter 2 of the Superior Municipal Code Regarding Officers of the Town
h. Consideration of Ordinance Authorizing the Issuance of the Town's 2025 Capital Improvement Projects (CIP) Sales and Use Tax Revenue Bonds (Maximum Aggregate Principal Amount of $20,000,000), Providing for the use of the Bond Proceeds to Pay or Reimburse the Town for the Costs of Capital Projects of the Town; and Other Details in Connection with the Bonds; and Authorizing the Execution of Other Agreements and Documents in Connection with the Bonds - First Reading
i. Consideration of Resolution authorizing approval of an Intergovernmental Agreement supporting the HOME Consortium
j. Approval of Tastings Permit for Superior Liquor Market
k. Consideration of Resolution Approving a Professional Services Agreement with RockSol Consulting Group, Inc. for the Construction Management and Inspections for the Rock Creek Parkway Bridge Improvements Project
l. Airport Noise Report – February 2025

7. Advisory Committee Interviews – Advisory Committee for Environmental Sustainability (ACES) (8:05 p.m.)

8. Koelbel Concept Plan FDP Amendments – Montmere at Autrey Shores (8:15 p.m.)

9. Consideration of Ordinance - Chapter 16 Land Use Code Updates for Accessory Dwelling Units, Residential Occupancy, and Minimum Parking Requirements - First Reading (8:45 p.m.)

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

Town Board
Meeting Minutes

March 10, 2025
Town Hall, 124 E. Coal Creek Drive
Superior, CO 80027
6:00 p.m.

Call to Order Meeting of Town Council

Pledge of Allegiance

Roll Call

Present:	***Mayor Mark Lacis***
	Mayor Pro-Tem Jason Serbu
	Council Member Heather Cracraft
	Council Member Mike Foster
	Council Member Jenn Kaaoush (late via Zoom)
	Council Member Stephanie Miller
	Council Member Neal Shah (late)
	Town Attorney Nicholas Hartman via Zoom
	Town Manager Matt Magley
	Town Clerk Shannon Dujardin
Absent:	***None***
Others Present:	***None***

Approval of Agenda

Motion: Council Member Heather Cracraft moved to approve the Agenda, seconded by Mayor Pro-Tem Jason Serbu. **Vote:** CARRIED. 5 – 0 (Council Member Kaaoush and Shah appeared after vote).

Council Reports

Public comment given by:.

Diana Leiker, Souja Barsky, Chloe Ingoldby, Cassie Vanecek, Makia Minich, Melissa Munio, Don Cole, Stephanie Baer, Larry Peters, Andrew Martin, Brittany Vital, Ryan Hitchler, George Kupfner, Anita Setri

Via Zoom: Jeff Cody, Erika & John S., Eugene Spartman, Elizabeth Thompson, Ben Page, Amy Becker, Thomas/Sara Carry, Ansley Lane

Presentation Future Business – Main Street Downtown Superior

Project Updates – Public Works & Parks Operation & Maintenance Facility Update

Consent Agenda

Motion: Council Member Heather Cracraft moved to approve the Consent Agenda with 5d, 5e, 5j, and 5k pulled seconded by Mayor Pro-Tem Jason Serbu. **Vote:** CARRIED. 7 – 0

5d. Consideration of Resolution Approving Joint Purchase, with Superior SMD#1 and the Town, of a John Deere 35-p Compact Excavator – PULLED NO ACTION TAKEN

5e. Consideration of Resolution Awarding Construction Contract for Rock Creek Parkway Pedestrian Bridge Project PULLED

Motion: Council Member Neal Shah moved to approve a Resolution Awarding Construction Contract for the Rock Creek Parkway Pedestrian Bridge Project, seconded by Mayor Pro-Tem Jason Serbu. **Vote:** CARRIED. 7 - 0

5j. Consideration of Resolution of the Town and Superior Urban Renewal Authority Approving Financing Plan for Superior Town Center Metropolitan Districts Nos. 1, 2, and 3 and Declaring the Proposed Series 2015 Bonds to be Bonds Under the 2013 Cost Sharing Agreement PULLED

Motion: Council Member Neal Shah moved to approve a Resolution of the Town of Superior Approving the Financing Plan for the Superior Metropolitan Districts Nos. 1, 2, and 3 and Declaring the Proposed Series 2015 Bonds to be Bonds Under the 2013 Cost Sharing Agreement, seconded by Council Member Stephanie Miller. **Vote:** CARRIED. 7 – 0

Motion: Council Member Neal Shah moved to approve a Resolution of the Superior Urban Authority Approving the Financing Plan for the Superior Metropolitan Districts Nos. 1, 2, and 3 and Declaring the Proposed Series 2015 Bonds to be Bonds Under the 2013 Cost Sharing Agreement, seconded by Council Member Heather Cracraft. **Vote:** CARRIED. 7 - 0

5k. Consideration of Resolution Amending 2025 Fee Schedule PULLED

Motion: Council Member Mike Foster moved to approve a Resolution Amending 2025 Fee Schedule, seconded by Mayor Pro-tem Serbu. **Vote:** CARRIED. 7 - 0

Consideration of Resolution Approving a Contract for Design of the North & South Pool Projects

Motion: Mayor Mark Lacis moved to approve a Resolution Approving a Contract for Design of the North & South Pool Projects, seconded by Council Member Neal Shah. **Vote:** CARRIED. 7 – 0

Motion: Council Member Neal Shah moved to extend the meeting one additional hour, seconded by Mayor Mark Lacis. **Vote:** CARRIED. 6 – 0 Absent (Kaaoush)

Rock Creek Parkway/Coal Creek Drive Intersection Presentation and Design Contract Award

Motion: Council Member Neal Shah moved to approve a Resolution Approving an Agreement with Kimley-Horn and Associates Inc., for the Rock Creek Parkway Improvements from Indiana St. to S. 88th St. - with a Roundabout at Coal Creek Dr., seconded by Council Member Mike Foster. **Vote:** CARRIED. 5 – 1 Yes Votes (Pro-tem Serbu, Cracraft, Foster, Miller, Shah) No Votes – (Mayor Lacis) Absent – (Kaaoush)

Executive Session to hold conference with Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), regarding legal issues in Original Town and related contract matters

Motion: Council Member Neal Shah moved to enter Executive Session to hold a conference with Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), regarding legal issues in Original Town and related contract matters (9:40 p.m.), seconded by Mayor Pro-Tem Jason Serbu.
Vote: CARRIED. 6 – 0 Absent (Kaaoush)

Motion: Mayor Mark Lacis moved to authorize Town Attorneys to file a complaint to enforce the 1983 subdivision agreement as amended in 2000 against the developer and any successors, seconded by Council Member Mike Foster.
Vote: CARRIED. 5 – 0 Absent (Kaaoush)

Mayor Lacis Adjourned the meeting at 11:47 p.m.

_____
Mayor

_____
City Clerk

ITEM NO. 5a

INFORMATION FOR MEETING
OF THE SUPERIOR TOWN COUNCIL

AGENDA ITEM NAME: **Town Council Update for the Coyote Ridge Parking and Trailhead Project**

MEETING DATE: **April 14, 2025**

PRESENTED BY: **Leslie Clark, Parks and Recreation Director**

PRESENTED FOR: **Update and Discussion**

BACKGROUND:
The Town acquired 182 acres of undeveloped land from Century Link in 2020. This, combined with existing Town open space, created 292 acres designated as Coyote Ridge Open Space. This newly acquired land was re-zoned as Open Space Natural in 2021. In 2023 the Town engaged SuperBloom Landscape Architecture to conduct public engagement and development of the Coyote Ridge Open Space Master Plan. The Coyote Ridge Master Plan resulted in several recommendations, including improved access to Coyote Ridge, trailhead improvements, and wayfinding signs.

Town residents have informally used a small CDOT parcel along the north side of Highway 128, just east of the McCaslin intersection, for parking and access to the south edge of Coyote Ridge Open Space. Staff inquired with CDOT regarding the use of a portion of this area for a formal parking area, and CDOT was in favor of this idea. The land conveyance from CDOT to the Town was approved in August of 2024. This .48-acre parcel will provide land needed to develop a gravel parking lot, a trailhead area to access Coyote Ridge trails and trailhead wayfinding signs. In addition, a formal parking area will facilitate positive use of this area for trail access, interpretive learning, and safe enjoyment of mountain vistas to the west. This project will include regulatory, wayfinding and interpretive signage to facilitate and enhance resident enjoyment and understanding of Coyote Ridge Open Space, upper grasslands ecosystems, and front range vistas.

DESIGN PHASE

The Town is working with on-call vendor Civil Resources to conduct a survey, traffic study, access permitting, and design of the parking lot and a short segment of trail upgraded to ADA standards. Final approval of the Access Permit from CDOT and preliminary design approval by the Town and Mountain View Fire are pending. The next step will include solicitation and engagement of a vendor for construction. Wayfinding and regulatory signage will be phase II of this project.

BUDGET IMPLICATIONS:

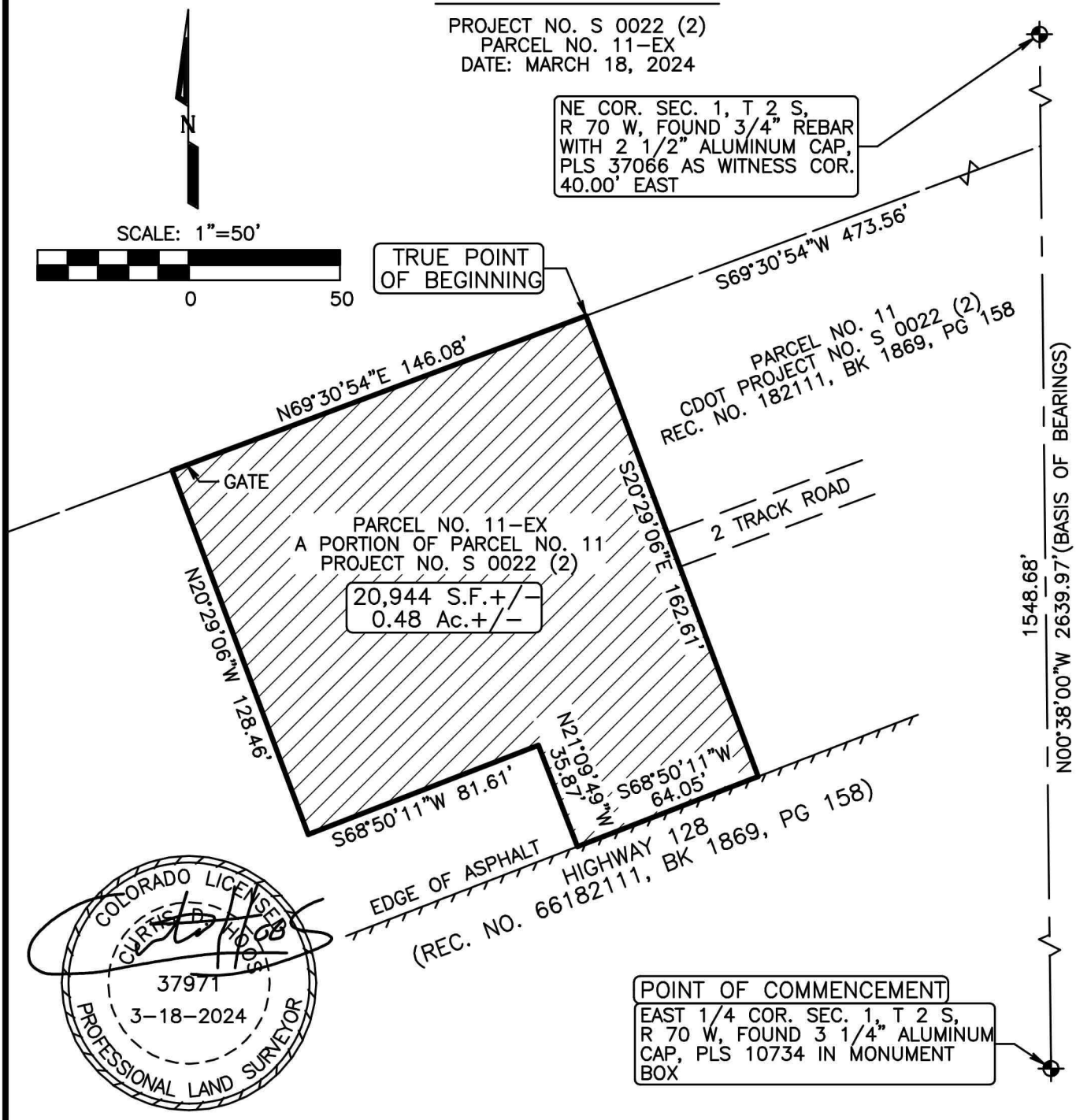
BUDGET IMPLECATIONS	2024/2025 Budget	Design & Traffic Study	Parking Lot & Trail Construction	Signage/Wayfinding
Coyote Ridge Trailhead & Wayfinding (71-471-6907)	$145,000	$12,662		

ATTACHMENTS:

- Parking area exhibit
- Full Set - Parking and Trail Diagram

EXHIBIT "A"

PROJECT NO. S 0022 (2)
PARCEL NO. 11–EX
DATE: MARCH 18, 2024

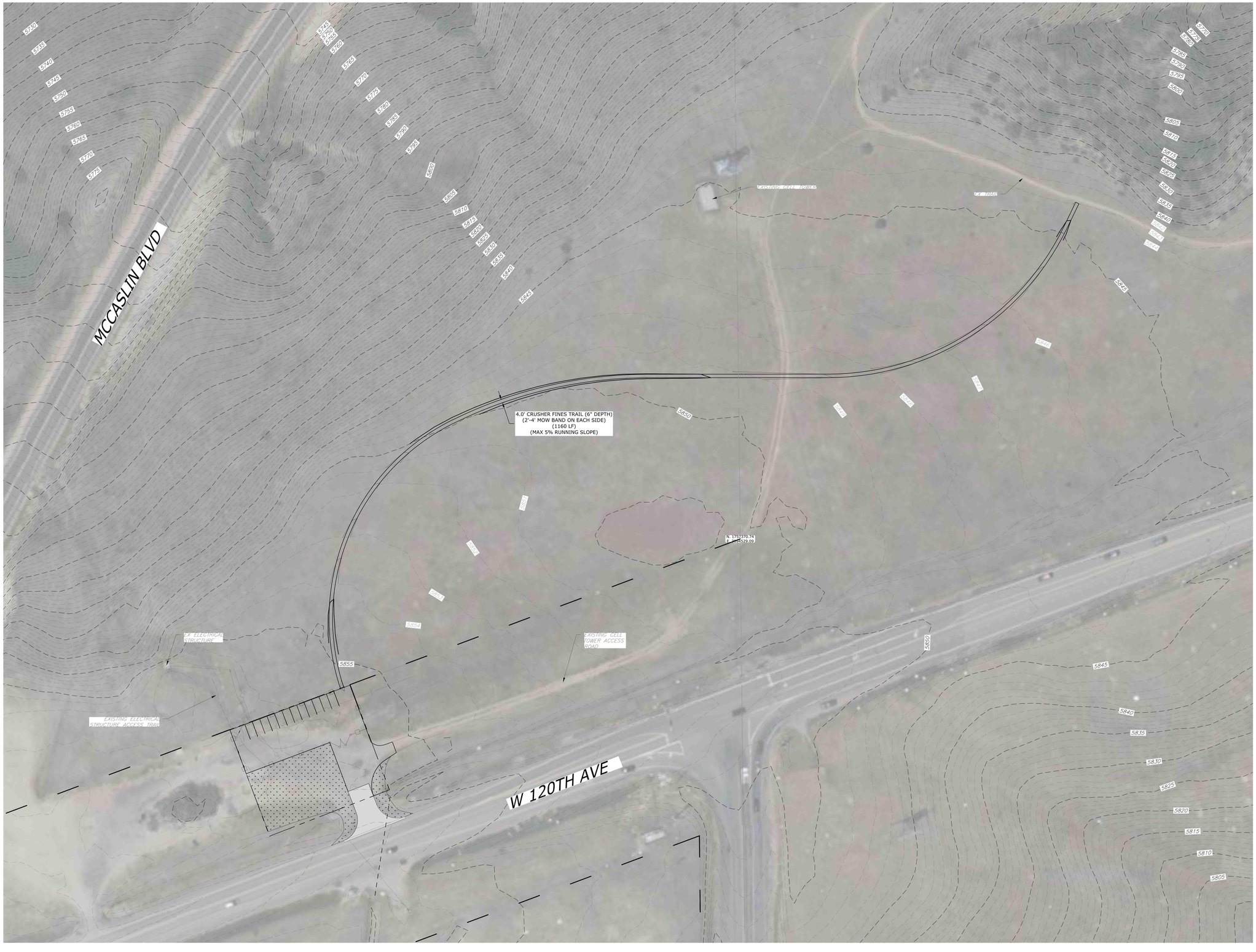


NOTE: THIS DRAWING IS MEANT TO DEPICT THE ATTACHED DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. NOTE: THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY AMERICAN WEST LAND SURVEYING CO. TO DETERMINE OWNERSHIP, RIGHTS–OF–WAY OR EASEMENTS OF RECORD.

DEPARTMENT OF HIGHWAYS STATE OF COLORADO	DRAWN BY: CDH FIELD: CDH MARCH 18, 2024 PAGE 2 OF 2

American West Land Surveying Co.
A Colorado Corporation

PO Box 129, Brighton, CO 80601 * P 303-659-1532 F 303-655-0575 * AMWESTLS.COM



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

TOWN OF SUPERIOR
SH128 TRAILHEAD
CONCEPT PLAN

REVISIONS		
NO.	DESCRIPTION	DATE

DESIGNED BY:	CMH	DATE: 01/27/25
DRAWN BY:	CMH	
CHECKED BY:	JAB	
JOB NO.:	218.001.13	
DWG NAME:	218.001.13_OSP.DWG	

N W E S

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(IN FEET)
(1"=50')

811 Know what's below. Call before you dig.

OVERALL CONCEPT PLAN

SHEET: C1.0

J:\TOWN OF SUPERIOR - 218\218.001.13 SH128 TRAILHEAD\DRAWINGS\SHEETS\218.001.13_OSP



CIVIL RESOURCES

8308 COLORADO BLVD
SUITE 200
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303.833.1416
WWW.CIVILRESOURCES.COM

Town of Superior

124 E COAL CREEK DRIVE
SUPERIOR, CO 80027
303.499.3675

TOWN OF SUPERIOR SH128 TRAILHEAD CONCEPT PLAN

REVISIONS		
NO.	DESCRIPTION	DATE

DESIGNED BY:	CMH
DRAWN BY:	CMH
CHECKED BY:	JAB
JOB NO.:	218.001.13
DWG NAME:	218.001.13_PSP.DWG
DATE:	01/27/25

N W E S

0 5 10
(IN FEET)
(1"=10')

Know what's below. Call before you dig.

PARTIAL CONCEPT PLAN

SHEET: C1.1

J:\TOWN OF SUPERIOR - 218\218.001.13 SH128 TRAILHEAD\DRAWINGS\SHEETS\218.001.13_PSP

Town Board
Meeting Minutes

March 10, 2025
Town Hall, 124 E. Coal Creek Drive
Superior, CO 80027
6:00 p.m.

DRAFT

Call to Order Meeting of Town Council

Pledge of Allegiance

Roll Call

Present:	***Mayor Mark Lacis***
	Mayor Pro-Tem Jason Serbu
	Council Member Heather Cracraft
	Council Member Mike Foster
	Council Member Jenn Kaaoush (late via Zoom)
	Council Member Stephanie Miller
	Council Member Neal Shah (late)
	Town Attorney Nicholas Hartman via Zoom
	Town Manager Matt Magley
	Town Clerk Shannon Dujardin
Absent:	***None***
Others Present:	***None***

Approval of Agenda

Motion: Council Member Heather Cracraft moved to approve the Agenda, seconded by Mayor Pro-Tem Jason Serbu. **Vote:** CARRIED. 5 – 0 (Council Member Kaaoush and Shah appeared after vote).

Council Reports

Public comment given by:.

Diana Leiker, Souja Barsky, Chloe Ingoldby, Cassie Vanecek, Makia Minich, Melissa Munio, Don Cole, Stephanie Baer, Larry Peters, Andrew Martin, Brittany Vital, Ryan Hitchler, George Kupfner, Anita Setri

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Presentation Future Business – Main Street Downtown Superior

Project Updates – Public Works & Parks Operation & Maintenance Facility Update

Consent Agenda

Motion: Council Member Heather Cracraft moved to approve the Consent Agenda with 5d, 5e, 5j, and 5k pulled seconded by Mayor Pro-Tem Jason Serbu. **Vote:** CARRIED. 7 – 0

5d. Consideration of Resolution Approving Joint Purchase, with Superior SMD#1 and the Town, of a John Deere 35-p Compact Excavator – PULLED NO ACTION TAKEN

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5j. Consideration of Resolution of the Town and Superior Urban Renewal Authority Approving Financing Plan for Superior Town Center Metropolitan Districts Nos. 1, 2, and 3 and Declaring the Proposed Series 2015 Bonds to be Bonds Under the 2013 Cost Sharing Agreement PULLED

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Motion: Council Member Neal Shah moved to extend the meeting one additional hour, seconded by Mayor Mark Lacis. **Vote:** CARRIED. 6 – 0 Absent (Kaaoush)

Rock Creek Parkway/Coal Creek Drive Intersection Presentation and Design Contract Award

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Executive Session to hold conference with Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), regarding legal issues in Original Town and related contract matters

Motion: Council Member Neal Shah moved to enter Executive Session to hold a conference with Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), regarding legal issues in Original Town and related contract matters (9:40 p.m.), seconded by Mayor Pro-Tem Jason Serbu.
Vote: CARRIED. 6 – 0 Absent (Kaaoush)

Motion: Mayor Mark Lacis moved to authorize Town Attorneys to file a complaint to enforce the 1983 subdivision agreement as amended in 2000 against the developer and any successors, seconded by Council Member Mike Foster.
Vote: CARRIED. 5 – 0 Absent (Kaaoush)

Mayor Lacis Adjourned the meeting at 11:47 p.m.

_____
Mayor

_____
City Clerk

NOTES
SUPERIOR YOUTH LEADERSHIP COUNCIL
APRIL 2, 2025
6:30 PM
SUPERIOR COMMUNITY CENTER
1500 COALTON ROAD

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

Summary: In this meeting, Town of Superior Council members hosted a Q&A with SYLC members. For the second half of the meeting, the council briefly discussed upcoming events like the kickball tournament and Parents Night Out. Not much planning was needed for these two events, though the council formed a committee for kickball, mainly for marketing. The council also polled for National Trails Day volunteers, more details are listed in the notes.

Stemathon: A significant topic at this meeting was low attendance in the March STEMathon. The council discussed getting clubs much more involved in the process, possibly inviting them to the workgroup and asking them to market the event alongside us. More details are in the notes.

1. Call Meeting to Order
2. Preliminary Matters
    a. Roll Call
        i. Staff present: Jeremy Hoffman
        ii. Trustee Liaison present: Mike Foster
    b. Approval of Agenda:
    c. Public Comment (limit 5 minutes/person)
3. Team Building
4. Discussion Items
    a. Upcoming events
        i. 4th of July kickball (June 28th)
            1. Marketing due by April 9th

            Volunteers: Rachel, Ashna, Brek, Corrine, Hannah, Sebi, Elizabeth, S,

Elle, Emma

Sylc Team: has been put on pause due to lack of interest

ii. Parents night out (April 19th)

1. Volunteers needed (~10-12)

- Expecting ~40 attendees

b. Event review

i. Stem-a-thon

1. How did it go?

- **The council talked about low attendance at this event and ways to curve this problem**
  - Possibly moving it to the new center being opened in downtown Superior
  - STEMathon should be the only event at the center, no other events that could take attendees away
  - Printing flyers to give to parents during PNO
  - Clubs marketing the event as well
- **Getting clubs involved with workgroups and feedback forms**
  - Clubs getting involved in the workgroup (one representative per club) allows them to be more in the loop
  - Right now, it may feel sort of non-committal for the clubs as we ask them to sign up, they make a simple activity, but they don't hear about this event after that or think about it consistently
  - Involving them in the workgroup may make them feel more passionate and could invoke more effort on their part

5. Staff Updates

a. Volunteer opportunities

i. National Trails Days (June 7th)

1. Council voted to have a booth at event

Volunteers: Rachel, Ashna, Brek, Corrine, Om, Lisa, Sebi, Emma, Avika, Elle, Annie

Running table: Brek, Ashna, Rachel, Corrine

Animals: Corrine, Om, Annie, Lisa, Aavika, Elle (maybe), Sebi

General oversight: Elle (maybe)

ii. Assistance with pool openings (in May, 2nd or 3rd week)

Moving pool furniture: Zach

6. Council Updates
7. Adjourn

MEETING NOTES
Cultural Arts & Public Spaces Committee (CAPS)
FEBRUARY 27, 2025
6:00 PM
SUPERIOR COMMUNITY CENTER
1500 COALTON ROAD

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

1. Call Meeting to Order
   Chairman Andrew Vaughan called the meeting to order at 6:00 p.m.

2. Preliminary Matters
   a. Roll Call
      Present: Andrew Vaughan, Liza McKenzie, Suz Benson, Susan Chevalier, Brandon Opalka, Sherry Smith
      Absent: Stephanie Coffin, Chris Nunes
      Staff present: Jennifer "JG" Garner, Arts and Historical Programs Supervisor
      Town Council Liaison present: Neal Shah

   b. Approval of Agenda: Brandon moved to approve the agenda, Susan seconded.
      Agenda unanimously approved.

   c. Public Comment (limit 5 minutes/person)
      There was none.

3. Staff Updates
   a. Artwork lighting
      Warm and cool lights being tested on Silencio. Coyote Hawk also in testing phase for lights but is trickier due to darker color and bushes.
   b. Superior Historical Commission QR Code project
      Opportunity for collaboration with Historical Commission to get same QR plaques with more info on sites/pieces. Suz suggests "dynamic" QR code.
   c. Neighborhood Sponsorship application review policy
      Now that the application process and forms has gotten more streamlined, CAPS will now handle more of the proposal intake review process, prior to sharing with the committee. JG will be copied on all resident communications and handle the funding and close-out aspect of approved proposals.
   d. Council-Committee Dinner
      Neither Andrew or Susan can make the only date available of June 23. JG will check back in with Mikaela to see if there are truly no other options.

4. General Updates & Debriefing
   a. Updates
      i. Marshall Fire Remembrance all-advisory group subcommittee: (Council presentation Feb 24)
      Dalton stepped in for Andrew, who was out of town. It went well. Marshall Together, maybe Community Foundation may be able to help with funding. Next steps: soil study. The

subcommittee will begin work on the RFQ in their next meeting. Fundraising will occur after designs come in.

b. Debriefing
    i. Superior Pairings
    Wall to Wall: Building Community through Murals
    Per Brandon, it went well and 16 people attended. Four attendees filled out feedback forms which were all positive, except for feedback about how the bleachers are not comfortable for long periods.

c. Upcoming Events
    i. Clay workshop for Totem Beads March 15, 2025.
    JG had not received content for Comms, therefore no promo has gone out. Andrew thought it might be too late to run as getting enrollment could be tough. Sherry stated she currently has enough beads for one totem and could possibly complete the project herself and donate her time. All agreed the March 15 date should be cancelled, and Sherry will update the committee on her progress.
    ii. Superior Pairings
    Art Meets Nature: Unique Interpretations of Floral Design & Botanical Illustration: April 22, 2025 at 6:30pm. JG and Susan have nearly completed all of the planning. Susan has secured free passes to Denver Botanic Gardens to entice attendees.

5. Work Plan Check-In
    a. Superior Pairings #3
    Susan will be meeting with Mimi Kruger from Boulder Philharmonic about a music and dance pairing for June.
    b. Geocaching
    Stephanie suggested six possible locations of Coyote-Hawk, the rings, Watcher & Seer, a decorated bus shelter, the bronze near North Pool, and somewhere on the ARTery. Andrew and the committee helped to refine the locations by adding South Pool and the Community Center. Stephanie will still need to work with JG on ordering goodies for inside the geocache boxes, such as buttons, stickers, patches, or wooden tokens.
    c. Community art exhibition
    Sherry stated that Brixmor said their parking lot could be used for a community art show, but artists would need to supply tents and carry liability insurance. The group inquired about the possibility of piggybacking onto the Civic Space grand opening by having an exhibit there. Separately, Sherry mentioned that she got her starter kit for the Rainworks project.
    d. Music events
    Suz detailed all her conceived events to include a drum circle, Battle of the Bands, Youth Music Drop-In, Oldies Sing and Strum, and Taylor Swift Karaoke Party.
    e. Mural planning
    Liza contacted artist Hilary Williams to see if she would be interested in her McCaslin tunnel design to be at the Rock Creek Parkway tunnel instead, post construction. Leslie Clark shared that construction agreement is pending approval, and could potentially start mid-March and slated to end mid-August. JG stated that Leslie is aware of a lighting need but not sure if there is funding allocated for it. Liza will check with Leslie.
    f. Foundation/501c3 planning with Council liaison
    Council member Shah stated that without a dedicated foundation, there is nowhere for funds to be channeled, but suggested that maybe Marshall Together or the Community Foundation could help. Otherwise a foundation dedicated to Arts & History would need to be formed with nonprofit status.

6. Discussion Items
    a. Artwork plaques
        i. Andrew shared a preliminary list of possible public art pieces within the collection where identification plaques could go, and prioritized a list of ten: Triptych, Rings, Watcher & Seer, Vita Nova, McCaslin Mural, Heart Wings, Dancing Sticks, Silencio, Superior Mural at

Community Center, Sunflowers.

ii. Possible collaboration with Historical Commission
Since the Commission has a similar concept and goal in their Work Plan, Andrew shared that a collaboration would be good for consistency purposes.

b. 2025 calendar
Susan is working on filling it out.

c. ARTery future plans
Nothing new to update.

7. Adjourn: Andrew moved to adjourn the meeting at 7:57 pm. And Suz seconded.
Meeting adjourned at 7:57 pm.

Next Meeting: Thursday, March 27, 2025 at the Superior Community Center

MEETING NOTES
OPEN SPACE ADVISORY COMMITTEE
MARCH 12, 2025
6:00 PM
SUPERIOR COMMUNITY CENTER
1500 COALTON ROAD

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

1. **Call Meeting to Order (6:00):** The meeting was called to order by the Chair at 6:00pm.
2. **Preliminary Matters**
   a. **Roll Call (6:00)**
   Present: Kara Neuse (Chair), Rita Trainer (Vice Chair), Michael McDonnell, Tracey Bain, Amber Greves, Jeff Wade, Cristi Verbeck, and Todd Gleeson. The members present constituted a quorum.
   Absent: Joann Maneri
   Staff present: Leslie Clark (PROS Director), Phary Om (Ranger/Staff Liaison)
   Town Council Liaison present: Mike Foster
   b. **Agenda Approval (6:03):** The Chair asked for any corrections or additions to the Agenda. None being offered, the agenda was approved by consensus.
   c. **Public Comment (6:03):** No members of the public were in attendance, either personally or virtually.

3. **OSAC Discussion Items**
   a. **Staff Updates (Leslie Clark/Phary Om) (6:05) Leslie:** Parking lot at Coyote Ridge Open Space reduced to 12 spaces; the access permit is in process. The First Avenue pedestrian bridge project has kicked off. A bird study completed under the direction of Mile High Flood District showed no active nests in the area. Another half-dozen trees are being removed to accommodate the bridge abutment. Construction of the bridge starts on Monday, March 17 and should complete in June. Following the Team Rubicon clean up along Coal Creek, the Town is working with the Mile High Flood District and Friends of Coal Creek to initiate restoration work. Tracey expressed concern about the extent of wildlife habitat removed from both the Coal Creek and Rock Creek corridors as part of clean up activities in the last month. OSAC will assign a resource, currently Tracey, to work closely with Town staff on habitat preservation and future cleanup work. A new water main is being installed along McCaslin. The Oerman Roche trailhead will be closed for a few days in April due to construction. Coal Creek Crossing residents have expressed concern about a growing prairie dog community near their neighborhood. Town staff will meet with Boulder County Staff and follow up with residents. **Phary:** Upcoming programs include the eco ranger program, Owl Prowl, bird watching, and nature journaling.
   b. **Open Space Management Plan Goals, Definitions, and Survey Questions (6:27):** The team discussed the draft of the survey and provided feedback.
   c. **Open Space Classifications Feedback for Town's Comprehensive Plan (6:47):** The team discussed the definitions of the various types of open space, including open space – natural, open space – recreation, wildlife corridors, aquatic corridors, transportation corridors, and buffer corridors.

d. **National Trails Day Planning (7:06):** National Trails Day is scheduled for June 7th at Coalton Trailhead 9am-noon. Phary has is securing vendors for the event and is organizing ways for OSAC members to interact with the public, vendors and other committees that will be present.
e. **Trails/Open Space Requests to Boulder County (7:16):** Town staff has been notified by BOCO Open Space that funding is still up in the air for the requests submitted in 2024, so no decisions have been made. 2025 recommendations will be accepted in April.
f. **Migratory Bird Day Planning (7:18):** Superior's Bird City Colorado status has been approved. World Migratory Bird Day will be May 17th at Purple Park 9am-noon. Phary is coordinating OSAC participation and vendors.
g. **Town Council Meeting Issues*/dinner/* (7:24):** OSAC's annual dinner with Town Council is April 14th at 6pm. The team discussed topics for the agenda, including open space funding and acquisition priorities, staff requests, Town 15, prairie dogs, habitat preservation/restoration, CitSci, facilitating Council/OSAC interaction, and creation of the Open Space Management Plan.
h. **Rodenticides Campaign Plan/Policy Recommendation (7:46**): Staff has requested that the Town's pest control vendor comply with OSAC's rodenticide plan. Communications is looking for input on talking points, which Tracey will draft.
i. **OSAC Roundtable (7:52): Tracey**: Would like to see protection of native pollinators through reduced early cleanup of leaves on Town property. She also passed on a citizen suggestion for more educational programs on wildlife. **Todd/MikeM**: After reviewing the Coyote Ridge Master Plan, Todd and Mike are prioritizing initiatives regarding safety, erosion, and wildlife habitat. They are working to build a plan to stage all enhancements. The Town will consider counters to gauge usage on the property. **MikeM:** The Marshall Fire remembrance presentation to Town Council was well received. The committee will take the next steps to obtain bids. **Mike Foster** – Town Council approved a statement opposing the Rocky Mountain Greenway. **Leslie** – Mile High Flood District is working this year to clear two local ponds to enhance drainage. The pond just off Coalton Road near the fire house is the first project; work starts the last week of March. The FEMA grant for 100 days of summer goat grazing was recently released and submissions are pending. Boulder County is funding cool weather grazing through the end of March.
j. **Reminders (8:11)**

3.j.1. None

4. **Standing Updates (8:12)**

a. **Rocky Mountain Greenway (Rocky Flats)** - none
b. **Raptor Program** – Activity is ongoing, and multiple nests are being actively observed.
c. **Wildlife Monitoring Program** – Peter and Tracey met with Boulder County Animal Protection to inform and involve them in the Raptor and Wildlife Monitoring programs.
d. **Trail Etiquette** – Will be removed as a standing update. Campaign is continuing.
e. **CITSCI Update** – Will be removed as a standing update. Updates are included in the Raptor and Wildlife updates.
f. **Wildfire Update** - none
g. **Prairie Dog Plan Update** - none
h. **Coyote Ridge** – Staffing limitations restrict our ability to accept additional Youth Corp-type programs that could contribute to the work plan at Coyote Ridge and other Open Space properties.
i. **Grant Asks** -- Brooke will attend the meeting in April to hear OSAC grant asks.
j. **Migratory Bird Day Activity** – see above
k. **Communications Update** (for Kevin Colon) – see above

5. **Adjourn:** The Chair declared the meeting adjourned at 8:20pm.

MEETING NOTES
PARKS AND RECREATION ADVISORY COMMITTEE (PARC)
MARCH 19, 2025
7:00 PM
SUPERIOR COMMUNITY CENTER
1500 COALTON ROAD

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

1. **Call Meeting to Order**
   Call to order at 7:00

2. **Preliminary Matters**
   a. Roll Call;
   Present:
   Lindsay
   Grace
   Saadia
   Brent
   Burton
   Robert
   Martha
   Justin
   Tim
   Absent:
   Staff present:
   Leslie
   Jeremy
   Town Council Member present:
   Council Member Miller

   b. Approval of Agenda
   Approved

   c. Public Comment
   None

3. **Discussion Item(s)**

a. Recap of North Pool and South Pool Walk

- Quick look through both pools
- Rough shape and we want to improve
- Talked about figuring out what amitietes we can add/can be easily removable, 3 season pool, what can add and expand to both pools, and using the space better - talk more about it during the work list prioritization.
- Talked with Katie, Superior aquatics director, about what is easy to maintain.
- A lot of things that need to be ripped up and replaced.

b. Pool reno update and review potential survey ideas

- Public engagement at next PARC April meeting. Starting at 6 pm for a welcome and 6:30 pm go into a presentation from the design team- need help from PARC members to run stations at this engagement meeting.
- Start construction at the end of Summer 2025.
- We have enough people to aid the Design team at the engagement meeting.
- Brent and Justin created a survey and the Design firm created one and we looked at both.
- Went through both surveys to striked out questions/options we did not feel fit within the survey.
- Have the survey at the engagement meeting and the Superior newsletter.
- Students ideas: 3 season pool, heated aspects, hot tubs

c. Review and approve 2025 work list prioritization

- See work list prioritization spreadsheet
- Looking at top 8 list items
    - Did want to note running club had 4 people have it as a priority for this year
    - Community Park and Wildflower is of note for additional shade structures in parks over play structures primarily but also other places.
    - Made a shade committee: Robert and Martha
    - Small-ish amenities task group: Brent and Lindsay
    - Talked through ideas for Community park updates and ideas for ADA/accessibility to parks
    - Renew/Refresh/Improve in a separate bucket and still wanted to prioritize this moving forward
- We have a lot of ideas and will now group ideas and make them into a more specific priority list.
- At the May meeting we will start to make formal recommendations to the board.

d. Marshall Fire subcommittee transition (Saadia)

- Working meeting
- Went through the RFQ and started edited it

e. Choose date for Wildflower Park walk

- May 21, 2025 at 6:00 pm, meet at the parking lot

4. **New Business and Updates**

    a. Other updates from Town Staff and/or Town Council Liaison

- See-Click-Fix
    - Went through 2024 and year to date 2025 graph of See-Click-Fix submissions
    - More efficient to use to get things fix in the Town
    - For parks biggest thing to fix is benches
- Dinner/Meeting with Town Council, 5/12 6:00 PM
- Project Updates:
    - Community Park Playground
        - RFP out soon (in April)
        - We will help Parks and Rec team with scope for this proposal
    - Central Park
        - Started earthwork & grading and put the sidewalk in
        - Started grading for the half court basketball
        - Will open in phases - shade structures and restroom take longer to come in
    - Civic Space
        - Finishing up construction the first week of May
        - The month of May they will be adding furniture/equipment/supplies and hiring staff
        - Grand opening with June 18
- Other
    - Disc Golf Course at Autrey Park
        - Still need to install baskets but signs are up
        - Soft opening and doing a community event

    b. Summary points of meeting

We talked about our pool walk and got an update on pool renovations as well as reviewed potential survey ideas for the pools. There will be a public engagement at the next PARC April meeting (4/16) starting at 6 pm. Went through the top 8 priority items for 2025 and started and will continue to brainstorm on specific ideas for top 8 items. Saadia gave a quick update on the Marshall Fire subcommittee and we will be walking Wildflower on 5/21 at 6 pm. We went over how we can aid in See-Click-Fix and we will be having our annual Town Council meeting on May 12th. Lastly, we went through project updates about Community Park Playground, Central Park, Civic Space, and Disc Golf Course at Autrey Park.

5. **Adjourn**

- At 8:51

MEETING NOTES
HISTORICAL COMMISSION
MARCH 21, 2025
10:00 AM
SUPERIOR COMMUNITY CENTER
1500 COALTON ROAD

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

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; Scott Phillips; Jill Roberts; Susan Stanish; Errol (Wally) Waligorski; Karen Waligorski
      Absent: Dalton Valette
      Staff Present: Jennifer Garner "JG", Arts & Historical Programs Supervisor
      Town Council Liaison: Heather Cracraft
      Guest(s): Paul Gibbs

   b. Approval of Agenda
      Karen moved to approve the agenda and Scott seconded.
      Unanimously approved

   c. Public Comment (limit 5 minutes/person)
      There was none.

3. General Updates, Debriefing & Discussion Items
   a. Updates
      i. Correspondence, completed/required
         Mary said a "thank you" note had been sent to Bill Reich for the donation of pieces of iron from Boulder Co. railroad sites.

      ii. Marshall Fire Remembrance, all advisory group subcommittee, via CAPS
         Dalton emailed prior to the meeting that the RFQ for the Remembrance Project has been drafted and will be reviewed by Town staff.

      iii. RFI log and Mass Media list
         Maureen distributed an up-to-date "Request for Information Log". It was suggested that the last column could include notes so that it is clear if that inquiry had been closed or any other information is necessary for records and/or any needed further follow-up.

      iv. Donor(s)
         1. Lions Club
            JG reported that the tech support for the video screen is still in process.

2. Recent donations; Cynda Arsenault folk history reprints
   Larry said Cynda is interested in having the "Folk History" book reprinted at her expense. For the future it was wondered if Cynda would be willing for the Town to have the reprinting rights to this book. Dan Roberts will check on the copyright situation in this matter.

b. Debriefing
   i. March 1 open museum day
   Both museums were well attended with both museums having visitor numbers in the double digits. At Grasso, the Mine Camp House model was installed in the large display case.

   ii. March 12 Annual Spring Program "If These Stones Could Talk"
   It was agreed that this was excellent with interesting information on both Boulder's Columbia and Superior's cemeteries. Early in the program there was noise competition from a band in the main area of the Community Center. Susan wondered if the Fall Program could utilize the new meeting space being built in Downtown Superior.

   iii. March 14 work session
   This was a useful time but it was discovered that the laminator the SHC had was not working properly. Jill finished the needed lamination with the Roberts' personal machine and JG will order a new one for the SHC.

   iv. March 19-20 Indigenous Connections Summit
   Scott was our representative at this Summit and he reported that it was very good. There was representation from 41 tribal communities. Main points Scott shared:
   - Get tribal voices and input on ways to interact
   - Start with developing a relationship with the sovereign tribal nations
   - This should be an issue for the Town, not just the SHC
   - Heather and Scott will confer about this issue.

   v. Heritage Roundtable
   Larry said planning for the Square Nail Awards on May 12th took place. Another item of interest is that the Town of Niwot is having their Sesquicentennial Celebration on March 30th, on Main Street in Niwot.

c. Discussion Items
   i. Fall Program planning [April deadline Jul/Aug/Sep; July deadline covers Oct/Nov/Dec]
   The group decided that October or November would be best, hence the Hello deadline falling into July. One program idea that was suggested was to have Right Relationship Boulder give a presentation. Larry will also check with Cheryl (his wife) as she has a source of possible speakers and educational groups.

   ii. Asti Park tri-fold brochure
   Maureen and Dalton are working on the draft for this. They would like a photo of Ted Asti to include in the brochure. When the finished product is ready, JG said the SHC could decide on whether to have paper copies available for visitors or laminated copies for reading while at the museum.

   iii. Proposed Veteran involvement with SHC

Wally attended a meeting to organize getting Superior veterans' recognition. He suggested having veterans riding in the fire truck during parades with a banner saying "Superior Veterans" on the side. JG will discuss this with Mikaela.

Also Wally wondered about having a scrapbook displayed at the museum of veterans and relevant photos. Heather will confer with Council Member Jenn Kaaoush, the organizer of the veterans meetings.

iv. Status of application for Grasso Park National Register
Jill and Scott will coordinate on this and continue to work on the application.

v. Mid-month work session and barn work
The next session will be April 11th at Asti with the May session scheduled for May 2nd at Grasso. This will include a trip to the Industrial Mine site to set out the stakes for the walk the following day.

vi. Clarification on accepting offered donations
It was thought that the acceptance/decline of the possible donation of smaller items could be left to the donations sub-committee. The offer of larger items should be brought to the whole SHC for consideration. Precedence should be given to items from Superior and likely items that could be used in rotating displays.

d. Upcoming Events
   i. April 5 museum open
   This will be staffed as usual, SHC members available for both sites.

   ii. Next ANFRM is April 21 in Louisville, 1-3 p.m.
   The first hour will be "Collections Management 101" with the second hour being a tour of the Louisville Museum buildings.

e. Staff Updates
   i. Internship inquiry and status
   JG said Jade, the potential high school student volunteer, would like to help with exhibits perhaps helping to secure the loaner program from History Colorado. She plans to visit the Asti Museum on April 5th. Scott and Larry will be her mentors during her time with the museum if all moves forward.

   ii. Video of Historic Walk on May 3
   JG will hire a videographer for the walk to the Industrial Mine site on May 3rd. Jill will forward older 2016 videos taken previously (from a cell phone) to JG and Bob McCool's drone shots from two years ago could also be added. When this is complete it was suggested to offer the video to the Carnegie Library.

   iii. Continued maintenance at Grasso Park outbuildings
   JG said the broken window above the barn door has now been repaired although accessibility issues from the Parks crew meant the plexiglass was installed on the exterior of the window. Latches on both doors of the privy have now been replaced and locks put on.

4. Work Plan Check-in
   The SHC is on schedule.

5. Other
   a. Scott suggested that at the next work day at the museum could be an opportunity for Town Parks staff to power wash the washing machine that is inside the Asti museum.
   b. Now that construction has begun on the path through Grasso Park, there was a question if the archeological monitoring is being done. JG will check.

6. Adjourn
   At 12:00 Scott moved that the meeting be adjourned and Wally seconded.
   Unanimously approved.

Next meeting: Friday, April 18, 2025, 10:00 a.m. at the Superior Community Center

ITEM NO. 6c

INFORMATION FOR MEETING
OF THE SUPERIOR TOWN COUNCIL

AGENDA ITEM NAME: **Proclamation -- Observance of Arbor Day and Recognition for designation of Town of Superior as a Tree City USA**

MEETING DATE: **April 14, 2025**

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

PRESENTED FOR: **Presentation**

BACKGROUND:
Arbor Day is a nationally recognized event that promotes increasing the tree population to enhance quality of life. Arbor Day in Superior will be observed this year on Saturday, April 26, from 10:00 a.m. to 12:00 p.m. at Purple Park, located at 1310 S. Pitkin Avenue, Superior. Planned activities include:

- Tree planting ceremony and recognition of Tree City USA designation
- "Green"- focused educational opportunities for all ages
- Outdoor games and activities
- Community program and vendor booths

The observance of Arbor Day is one of the requirements for the Town to be named Tree City USA by the National Arbor Day Foundation. In order to be selected for this honor, four standards must be met, which include: creation of a tree board or department, a tree care ordinance, a comprehensive community forestry program, and an Arbor Day observance. The Town of Superior has been named a Tree City USA for the 17th year. This will be the Town's 18th year celebrating Arbor Day.

BUDGET IMPLICATIONS (Estimated):
- Community Projects/Programs (10-426-2940): $6,000

ATTACHMENTS:
- Proclamation

A PROCLAMATION

THE TOWN COUNCIL OF THE TOWN OF SUPERIOR DECLARING APRIL 25, 2025 ARBOR DAY

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our community increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal

THE TOWN OF SUPERIOR HEREBY PROCLAIMS April 25, 2025 as Arbor Day.

ADOPTED this 14th day of April 2025.

Mark Lacis, Mayor

A PROCLAMATION PROCLAIMING MAY 17, 2025 AS WORLD MIGRATORY BIRD DAY IN SUPERIOR

WHEREAS, the Town of Superior, Colorado has a long history of supporting migratory birds and bird habitat through the protection, preservation and management of parks, natural areas, trail corridors and open space; effective community forestry management including the management of invasive species and tree planting; limiting or removing hazards to birds; the installation of nest boxes/platforms; the development of educational information on migratory birds and their habitat; and

WHEREAS, the Town of Superior applied for its first "Bird City Colorado" status in 2025; and

WHEREAS migratory birds are some of the most beautiful and easily observed wildlife that enhance our community and quality of life; and

WHEREAS, our citizens recognize and welcome migratory songbirds as symbolic harbingers of spring and enjoy all the opportunities they have to engage in recreational endeavors such as bird-watching and nature photography; and

WHEREAS, migrant bird species play an important economic role in our community, controlling insect pests and generating revenue related to bird watching activities and tourism; and

WHEREAS, a September 2019 study published in the scientific journal *Science* found that there are almost 3 billion fewer birds in North America today than there were in 1970 and migratory birds and their habitats are declining throughout the Americas, they are facing a growing number of threats on their migration routes and in their summer and winter homes; and

WHEREAS, public awareness is a crucial component of migratory bird conservation and citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintaining healthy bird populations; and

WHEREAS, the Town of Superior approved the Superior Parks, Recreation, Open Space and Trails Master Plan in 2021, the Coyote Ridge Open Space Master Plan in 2023, and is currently updating the Open Space Management Plan in 2025, all of which document the value of parks, trails, open space, wildlife and bird habitat in the Town; and

WHEREAS, the Open Space Advisory Committee (OSAC) with the support of local volunteers and Town staff support on-going monitoring and reporting of Wildlife and birds/raptors in the community; and

WHEREAS, the Town of Superior will initiate an annual celebration and recognition of WMBD on May 17, 2025 with its partners

NOW, THEREFORE, BE IT PROCLAIMED, the Mayor and Council Members of the Town of Superior do hereby proclaim May 17, 2025 as World Migratory Bird Day.

PROCLAIMED this 14 day of April, 2025.



Mark Lacis, Mayor

ITEM NO. 6e

INFORMATION FOR MEETING
OF THE SUPERIOR TOWN COUNCIL

AGENDA ITEM NAME: **Resolution – Approving a Contract with Asphalt Specialties Company, Inc. for the 2025 Asphalt Repairs Project**

MEETING DATE: **April 14, 2025**

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

PRESENTED FOR: **Action**

BACKGROUND:
The 2025 CIP Budget includes funding for street rehabilitation and paving for the Sagamore Neighborhood streets, Sycamore Street, and 76th Street. The Sagamore neighborhood streets were significantly impacted by the Marshall Fire and rebuild activities following the Marshall Fire. FEMA identified approximately 670 tons of damaged asphalt within Sagamore, with FEMA reimbursing the Town for the rehabilitation of this asphalt.

Sycamore and 76th Street were identified for rehabilitation as part of the 2025 budget process due to their age and roadway condition. During the most recent pavement condition evaluation, Sycamore Street had a pavement condition index rating of 43.3 and 76th Street had a rating of 51.8. These are some of the lowest ratings in Town.

This project also includes rehabilitation of 5 locations within Original Town that were damaged during the Marshall Fire. FEMA identified approximately 33 tons of damaged asphalt within Original Town, with FEMA reimbursing the Town for the rehabilitation of this asphalt.

This project will include rehabilitation of the pavement surface via mill and overlay, restriping of the rehabilitated roadway surface, and adjustment of valve boxes and manholes within the roadway.

Construction of this project will start in May, with all work to be completed by July.

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.

Seven complete bids were received on Mach 31 as summarized in table 1 below with the complete bid tab attached.

Table 1 – Base Bid Results

Contractor	Base Bid
Asphalt Specialties Company, Inc.	$804,604.82
Brannan Sand and Gravel Company, LLC	$1,083,871.34
Caraveo Construction Inc.	$891,997.95
Elite Surface Infrastructure	$1,050,098.77
Martin Marietta Materials, Inc.	$980,003.03
Oldcastle SW Group Inc.	$1,242,000.50
TALL Contracting & Consulting, Inc.	$1,197,755.35

The project was bid with a base bid, which included all work mentioned earlier in Sagamore, Sycamore Street, 76th Street and Original Town. The bid advertisement included an alternate bid for rehabilitation of Marshall Fire damaged areas along Discovery Parkway, Andrew Drive, and Emerson Lane. FEMA identified approximately 27 tons of asphalt replacement needed in these areas, with an associated FEMA reimbursement of $4,924.73. Staff is not recommending award of the alternate bid for this work as the alternate bid price was $33,800. The higher pricing is due to the location of the sites which will require equipment mobilization and demobilization at each location. Staff will instead monitor these asphalt areas and rehabilitate them utilizing Reclamite Treatment later this year, which will be significantly cheaper than mill and overly. Based on last year's Reclamite pricing, it will cost less than $1,000 to treat these areas with Reclamite.

Based on the responses received and review of the bid packages, it is recommended to award the project to Asphalt Specialties Company, Inc., the low bidder. Asphalt Specialties Company, Inc. has previously completed multiple roadway projects in Superior, most recently completing the Rock Creek Parkway Reconstruction in 2024.

In reviewing the bid tab, staff noticed an error in line item 26 Stop Bar Striping. The bid quantity for this item was listed at 188 LF, but the plans call for 317 LF. This increases the low bidder price by $3,695.85 to $808,300.67.

BUDGET IMPLICATIONS:

This project will be charged to both the Street Replacement Program 42-430-6605 Sagamore and Original Town) and Superior McCaslin Interchange Metropolitan District (SMID) Street Rehabilitation cost center 45-430-6600 (Sycamore Street and 76th Street).

This work was planned for and included in the 2025 budget, see budget comparison in table 2 below.

Table 2 – Budget Comparison

Budget Cost Center	Budget Amount	Base Bid
Street Replacement Program 42-430-6605	$300,000	$237,829.61
SMID Street Rehab 45-430-6600	$900,000	$570,471.06
TOTAL	$1,200,000	$808,300.67

Note, the FEMA reimbursement amount for work in Sagamore and Original Town is $135,860.42.

RECOMMENDED ACTION: Based upon the bids received and prior experience on similar projects, staff recommends approval of the contract with Asphalt Specialties Company, Inc. for the 2025 Asphalt Repairs Project in the amount of $808,300.67.

MOTION:
Move to adopt a Resolution approving a Contract with Asphalt Specialties Company, Inc. for the 2025 Asphalt Repairs Project in the amount of $808,300.67.

ATTACHMENTS:

- Resolution (SMID)
- Resolution (General Fund)
- Contract
- Bid Tab
- Construction Drawings

SUPERIOR McCASLIN INTERCHANGE METROPOLITAN DISTRICT
RESOLUTION NO. SMID-3
SERIES 2025

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUPERIOR McCASLIN INTERCHANGE METROPOLITAN DISTRICT APPROVING THE CONTRACT WITH ASPHALT SPECIALTIES COMPANY, INC., FOR THE 2025 ASPHALT REPAIRS PROJECT

WHEREAS, the Superior McCaslin Interchange Metropolitan District ("SMID") desires to perform asphalt rehabilitation and repair via mill and overlay on Sycamore Street and 76th Street and restripe both streets, all as part of the 2025 Asphalt Repairs Project; and

WHEREAS, the Board of Directors finds it is in the best interest of the public health, safety and welfare to contract with Asphalt Specialties Company, Inc., to perform the 2025 Asphalt Repairs Project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SUPERIOR McCASLIN INTERCHANGE METROPOLITAN DISTRICT AS FOLLOWS:

Section 1. The Contract between SMID and Asphalt Specialties Company, Inc., is hereby approved in substantially the same form as attached hereto, subject to final approval by the General Counsel.

ADOPTED this 14th day of April, 2025.

_____
Mark Lacis, President

ATTEST:

_____
Shannon Dujardin, Secretary

TOWN OF SUPERIOR
RESOLUTION NO. R-21
SERIES 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR APPROVING THE CONTRACT WITH ASPHALT SPECIALTIES COMPANY, INC., FOR THE 2025 ASPHALT REPAIRS PROJECT

WHEREAS, the Town desires to perform asphalt rehabilitation and repair via mill and overlay on all streets within the Sagamore Neighborhood and restripe all streets, all as part of the 2025 Asphalt Repairs Project; and

WHEREAS, the Town Council finds it is in the best interest of the public health, safety and welfare to contract with Asphalt Specialties Company, Inc., to perform the 2025 Asphalt Repairs Project.

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

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

ADOPTED this 14th day of April, 2025.

_____
Mark Lacis, Mayor

ATTEST:

_____
Shannon Dujardin, Town Clerk

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered into this _____ day of _____, 2025 (the "Effective Date"), by and among the Town of Superior, 124 East Coal Creek Drive, Superior, CO 80027, a Colorado municipal corporation (the "Town"), Superior McCaslin Interchange Metropolitan District, a Colorado metropolitan district with an address of 124 East Coal Creek Drive, Superior, CO 80027 ("SMID"), and Asphalt Specialties Company, Inc., an independent contractor with a principal place of business at 345 West 62nd Ave., Denver, CO 80216 ("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:

> Asphalt repairs of portions of Sycamore St, 76th Ave, roads within the Sagamore Subdivision, and various locations within the Marshall Fire Burn Area of Original Town. This includes the mill and overlay of these roads, full depth removal and replacement of asphalt in select locations, and the replacement and modification of existing striping within these roads.

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 asphalt mill and overlay work in the Sagamore Neighborhood shall be accomplished by the 15th day of June, 2025. Substantial Completion of all other Work shall be accomplished by the 15th day of July, 2025, unless the period for completion is extended otherwise in accordance with the Contract Documents. Final Completion of the Work shall be accomplished within 15 days of the date of Substantial Completion.

4. Compensation/Contract Price. The Town and SMID agree to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Work, an amount not to exceed $808,300.67. The Town and SMID 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 or SMID 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, the Town and SMID, 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/: SMID
Project Manager
Town of Superior
124 East Coal Creek Drive
Superior, CO 80027

Contractor:
David Hunt
Asphalt Specialties Company, Inc.
345 West 62nd Ave.
Denver, CO 80216

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, SMID and their 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, SMID and their officers, attorneys or employees.

15. Rights and Remedies. The rights and remedies of the Town and SMID 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 or SMID'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 and SMID 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 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 Town 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 Town 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 Town 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 Town 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 Town 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 Town, and understands and agrees that the Town 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 Town and understands and agrees that the Town 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 Town, 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 Town, the Federal Government may pursue available remedies, including without limitation suspension and debarment.

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

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

J. *Procurement of Recovered Materials*. In the performance of this Agreement, where the purchase price of a product exceeds $10,000 or the value of the quantity acquired by the

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

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

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

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

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

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

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

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

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

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

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

P. *Housing and Community Development Act.*

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

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

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

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

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

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

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

TOWN OF SUPERIOR, COLORADO

_____
Mark Lacis, Mayor

ATTEST:

_____
Shannon Dujardin, Town Clerk

SUPERIOR MCCASLIN INTERCHANGE METROPOLITAN DISTRICT

_____
Mark Lacis, President

ATTEST:

_____
Shannon Dujardin, Secretary

CONTRACTOR

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 20__, by _____ as _____ of _____.

My commission expires: _____

(S E A L)

_____
Notary Public

Town of Superior 2025 Street Overlay Project				Asphalt Specialties		Brannan Sand and Gravel		Caraveo Construction Inc.		Elite Service Infrastructure		Martin Marietta Materials, Inc.		Oldcastle SW Group Inc.		TALL Contracting and Consulting	
Item Number	Item Description	Estimated Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	MOBILIZATION, DEMOBILIZATION, PERMITS, FEES, LICENSES, ADMINISTRATION	1	LS	$55,000.00	$55,000.00	$88,500.00	$88,500.00	$17,995.50	$17,995.50	$61,900.00	$61,900.00	$63,638.79	$63,638.79	$121,500.00	$121,500.00	$95,900.00	$95,900.00
2	TRAFFIC AND PEDESTRIAN CONTROL	1	LS	$52,000.00	$52,000.00	$160,000.00	$160,000.00	$59,090.13	$59,090.13	$80,776.00	$80,776.00	$54,226.11	$54,226.11	$121,500.00	$121,500.00	$140,000.00	$140,000.00
3	INLET PROTECTION	16	EACH	$115.00	$1,840.00	$208.00	$3,328.00	$307.00	$4,912.00	$140.00	$2,240.00	$793.65	$12,698.40	$275.00	$4,400.00	$350.00	$5,600.00
4	COLD EDGE MILL ASPHALT 7.5 FOOT WIDTH X 0-1.5 INCH DEPTH. COMPLETE IN PLACE.	9,100	LF	$1.75	$15,925.00	$3.00	$27,300.00	$2.19	$19,929.00	$1.40	$12,740.00	$2.71	$24,661.00	$4.50	$40,950.00	$3.85	$35,035.00
5	COLD MILL ASPHALT 2 INCH DEPTH. COMPLETE IN PLACE.	14,750	SY	$2.50	$36,875.00	$2.70	$39,825.00	$2.70	$39,825.00	$3.05	$44,987.50	$3.37	$49,707.50	$6.50	$95,875.00	$4.50	$66,375.00
6	COLD MILL ASPHALT 2 INCH DEPTH PATCH AT 5 ORIGINAL TOWN LOCATIONS. COMPLETE IN PLACE.	275	SY	$25.00	$6,875.00	$30.00	$8,250.00	$18.00	$4,950.00	$21.10	$5,802.50	$23.30	$6,407.50	$39.00	$10,725.00	$10.00	$2,750.00
7	2 INCH PAVER OVERLAY PATCH AT 5 ORIGINAL TOWN LOCATIONS - CDOT GRADE SX, (75) PG 64-22, VIRGIN. COMPLETE IN PLACE.	35	TON	$335.00	$11,725.00	$275.00	$9,625.00	$131.00	$4,585.00	$164.75	$5,766.25	$286.14	$10,014.90	$500.00	$17,500.00	$300.00	$10,500.00
8	PATCHING - SAWCUT 8-10 INCH FULL DEPTH, REMOVE, AND DISPOSE OF FULL DEPTH ASPHALT. COMPLETE IN PLACE.	850	SY	$10.00	$8,500.00	$77.55	$65,917.50	$55.97	$47,574.50	$97.35	$82,747.50	$29.60	$25,160.00	$45.00	$38,250.00	$20.00	$17,000.00
9	PATCHING - REMOVE 12 INCHES OF SUBGRADE, REPLACE WITH 12 INCHES OF CDOT CLASS 6 RECYCLED CONCRETE BASECOURSE, GRADE, COMPACT. COMPLETE IN PLACE.	280	CY	$190.00	$53,200.00	$330.00	$92,400.00	$67.19	$18,813.20	$238.30	$66,724.00	$199.15	$55,762.00	$116.00	$32,480.00	$180.00	$50,400.00
10	CDOT CLASS 6 RECYCLED CONCRETE BASECOURSE. PLACE, GRADE, COMPACT. COMPLETE IN PLACE.	60	TON	$140.00	$8,400.00	$120.00	$7,200.00	$52.50	$3,150.00	$82.30	$4,938.00	$138.92	$8,335.20	$60.00	$3,600.00	$80.00	$4,800.00
11	PATCHING - HBP CDOT GRADE S, (75) PG 64-22, 20% RAP. COMPLETE IN PLACE.	394	TON	$125.00	$49,277.62	$155.00	$61,104.24	$125.00	$49,277.62	$173.25	$68,298.77	$119.07	$46,939.88	$129.00	$50,854.50	$160.00	$63,075.35
12	PATCHING - HBP CDOT GRADE SX, (75) PG 64-22, VIRGIN. COMPLETE IN PLACE.	15	TON	$500.00	$7,500.00	$380.00	$5,700.00	$150.00	$2,250.00	$235.45	$3,531.75	$455.87	$6,838.05	$135.00	$2,025.00	$300.00	$4,500.00
13	LEVELING COURSE - HBP CDOT GRADE SX, (75) PG 64-22, VIRGIN. COMPLETE IN PLACE.	30	TON	$285.00	$8,550.00	$135.00	$4,050.00	$129.00	$3,870.00	$221.00	$6,630.00	$272.54	$8,176.20	$127.00	$3,810.00	$300.00	$9,000.00
14	2 INCH OVERLAY - CDOT GRADE SX, (75) PG 64-22, VIRGIN. COMPLETE IN PLACE.	4450	TON	$89.00	$396,050.00	$81.80	$364,010.00	$99.00	$440,550.00	$105.70	$470,365.00	$103.00	$458,350.00	$127.00	$565,150.00	$120.00	$534,000.00
15	PLACE AND SPREAD RETAINED ASPHALT MILLINGS 6 FOOT WIDE X 4 INCHES DEPTH ALONG WEST SHOULDER OF S 76TH ST BETWEEN SAGAMORE AND MARSHALL ROAD. COMPLETE IN PLACE.	65	CY	$95.00	$6,175.00	$113.50	$7,377.50	$35.00	$2,275.00	$64.80	$4,212.00	$89.46	$5,814.90	$125.00	$8,125.00	$50.00	$3,250.00
16	ADJUST MANHOLE LIDS (SINGLE THICK WALL CAST IRON ADJUSTMENT RING) COMPLETE IN PLACE.	62	EACH	$125.00	$7,750.00	$130.00	$8,060.00	$101.00	$6,262.00	$130.00	$8,060.00	$193.84	$12,018.08	$165.00	$10,230.00	$375.00	$23,250.00
17	MAJOR ADJUST MANHOLE (NEW CONCRETE GRADE RINGS, STEEL SHIMS, GROUT, SET THICK WALL RING AND COVER TO FINISH GRADE PRIOR TO PAVING, ASPHALT PATCH. COMPLETE IN PLACE.	1	EACH	$785.00	$785.00	$1,255.00	$1,255.00	$171.00	$171.00	$725.00	$725.00	$2,261.44	$2,261.44	$2,400.00	$2,400.00	$1,100.00	$1,100.00
18	ADJUST WATER VALVE BOX (SINGLE THICK WALL CAST IRON ADJUSTMENT RING) COMPLETE IN PLACE.	60	EACH	$65.00	$3,900.00	$84.50	$5,070.00	$73.90	$4,434.00	$80.00	$4,800.00	$53.84	$3,230.40	$110.00	$6,600.00	$260.00	$15,600.00
19	MINOR REPLACE TOP OF VALVE BOX WITH 17 INCH TRIANGLE TOP RESUSE WATER VALVE BOX AND LID, POLYWRAP, BACKFILL, COMPACTION, PATCH. COMPLETE IN PLACE.	2	EACH	$395.00	$790.00	$830.00	$1,660.00	$130.00	$260.00	$275.00	$550.00	$1,814.54	$3,629.08	$500.00	$1,000.00	$2,000.00	$4,000.00
20	MINOR ADJUST WATER VALVE BOX (REMOVE AND REPLACE 5.25 INCH THICK WALL VALVE BOX TOP SECTION AND LID, POLYWRAP, BACKFILL, COMPACTION, PATCH) COMPLETE IN PLACE.	6	EACH	$450.00	$2,700.00	$2,685.00	$16,110.00	$150.00	$900.00	$275.00	$1,650.00	$1,819.92	$10,919.52	$500.00	$3,000.00	$1,600.00	$9,600.00
21	MAJOR ADJUST WATER VALVE BOX (REMOVE AND REPLACE 5.25 INCH ALL VALVE BOX SECTIONS, 160 OVAL BASE AND LID, POLYWRAP, BACKFILL, COMPACTION, PATCH) COMPLETE IN PLACE.	5	EACH	$650.00	$3,250.00	$4,025.00	$20,125.00	$300.00	$1,500.00	$705.00	$3,525.00	$2,232.36	$11,161.80	$600.00	$3,000.00	$3,000.00	$15,000.00
22	DOUBLE YELLOW EPOXY CENTER LINE, TWO 4 INCH LINES, 4 INCH GAP. COMPLETE IN PLACE.	5,100	LF	$1.40	$7,140.00	$2.90	$14,790.00	$2.50	$12,750.00	$3.10	$15,810.00	$3.26	$16,626.00	$2.80	$14,280.00	$2.70	$13,770.00
23	WHITE SOLID EPOXY LINE, 4 INCH WIDE. COMPLETE IN PLACE.	2,450	LF	$1.40	$3,430.00	$1.45	$3,552.50	$2.00	$4,900.00	$5.45	$13,352.50	$5.98	$14,651.00	$5.00	$12,250.00	$1.40	$3,430.00
24	WHITE SOLID EPOXY LINE, 6 INCH WIDE. COMPLETE IN PLACE.	2,900	LF	$1.65	$4,785.00	$2.15	$6,235.00	$2.20	$6,380.00	$2.60	$7,540.00	$2.45	$7,105.00	$2.40	$6,960.00	$2.00	$5,800.00
25	WHITE SOLID EPOXY LINE, 8 INCH WIDE. COMPLETE IN PLACE.	980	LF	$1.70	$1,666.00	$2.85	$2,793.00	$2.50	$2,450.00	$3.10	$3,038.00	$3.26	$3,194.80	$2.80	$2,744.00	$11.00	$10,780.00

Town of Superior 2025 Street Overlay Project				Asphalt Specialties		Brannan Sand and Gravel		Caraveo Construction Inc.		Elite Service Infrastructure		Martin Marietta Materials, Inc.		Oldcastle SW Group Inc.		TALL Contracting and Consulting	
Item Number	Item Description	Estimated Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
26	PREFORMED WHITE STOP BAR, 2 FOOT WIDE EXTENDING FROM TRAVEL CENTER YELLOW TO LIP OF GUTTER, THERMOPLASTIC 125 MIL. COMPLETE IN PLACE.	188	LF	$28.65	$5,386.20	$32.20	$6,053.60	$48.00	$9,024.00	$41.25	$7,755.00	$30.45	$5,724.60	$37.00	$6,956.00	$30.00	$5,640.00
27	PREFORMED WHITE CROSSWALK BARS 2 FOOT WIDTH X 8 FOOT LENGTH, THERMOPLASTIC 125 MIL. COMPLETE IN PLACE.	90	EACH	$210.00	$18,900.00	$258.00	$23,220.00	$384.00	$34,560.00	$309.00	$27,810.00	$244.72	$22,024.80	$280.00	$25,200.00	$245.00	$22,050.00
28	PREFORMED WHITE ELONGATED LEFT-TURN ARROW, 3 FT. WIDE, 12 FT. LONG, THERMOPLASTIC 125 MIL. COMPLETE IN PLACE.	13	EACH	$415.00	$5,395.00	$450.00	$5,850.00	$700.00	$9,100.00	$467.00	$6,071.00	$380.68	$4,948.84	$423.00	$5,499.00	$400.00	$5,200.00
29	PREFORMED WHITE ELONGATED RIGHT-TURN ARROW, 3 FT. WIDE, 12 FT. LONG, THERMOPLASTIC 125 MIL. COMPLETE IN PLACE.	7	EACH	$415.00	$2,905.00	$450.00	$3,150.00	$700.00	$4,900.00	$467.00	$3,269.00	$380.68	$2,664.76	$423.00	$2,961.00	$400.00	$2,800.00
30	PREFORMED BIKE LANE SYMBOL & STRAIGHT ARROW, THERMOPLASTIC 125 MIL. COMPLETE IN PLACE.	16	EACH	$275.00	$4,400.00	$450.00	$7,200.00	$1,995.00	$31,920.00	$600.00	$9,600.00	$462.25	$7,396.00	$544.00	$8,704.00	$400.00	$6,400.00
31	PREFORMED WHITE YIELD LINE, BASE 24 INCHES, HEIGHT 36 INCHES, 12 INCH GAPS, THERMOPLASTIC 125 MIL. COMPLETE IN PLACE.	10	EACH	$165.00	$1,650.00	$100.00	$1,000.00	$1,500.00	$15,000.00	$72.80	$728.00	$190.34	$1,903.40	$66.00	$660.00	$95.00	$950.00
32	PREFORMED WHITE "ONLY" PAVEMENT MARKING, THERMOPLASTIC 125 MIL. COMPLETE IN PLACE.	12	EACH	$440.00	$5,280.00	$535.00	$6,420.00	$997.00	$11,964.00	$630.00	$7,560.00	$489.44	$5,873.28	$570.00	$6,840.00	$500.00	$6,000.00
33	PREFORMED WHITE ELONGATED LEFT-TURN + THROUGH ARROW, 43 INCH WIDE, 20 FOOT LONG, THERMOPLASTIC 125 MIL. COMPLETE IN PLACE.	2	EACH	$770.00	$1,540.00	$535.00	$1,070.00	$2,920.00	$5,840.00	$630.00	$1,260.00	$516.63	$1,033.26	$570.00	$1,140.00	$525.00	$1,050.00
34	PREFORMED WHITE ELONGATED RIGHT-TURN + THROUGH ARROW, 43 INCH WIDE, 20 FOOT LONG, THERMOPLASTIC 125 MIL. COMPLETE IN PLACE.	2	EACH	$770.00	$1,540.00	$535.00	$1,070.00	$2,920.00	$5,840.00	$630.00	$1,260.00	$516.63	$1,033.26	$570.00	$1,140.00	$525.00	$1,050.00
35	PREFORMED WHITE & GREEN BIKE SHARE LANE MARKING, 4 FOOT WIDE, 10 FOOT LENGTH, THERMOPLASTIC 125 MIL. COMPLETE IN PLACE.	4	EACH	$880.00	$3,520.00	$1,150.00	$4,600.00	$1,199.00	$4,796.00	$1,019.00	$4,076.00	$1,468.32	$5,873.28	$923.00	$3,692.00	$525.00	$2,100.00
			2025 Street Overlay Project Total		$804,604.82		$1,083,871.34		$891,997.95		$1,050,098.77		$980,003.03		$1,242,000.50		$1,197,755.35

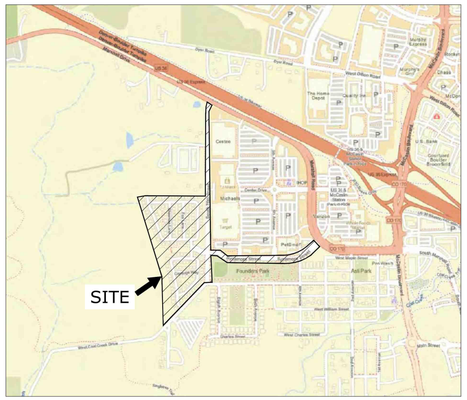
2025 Street Overlay Project - Alternate A																	
Item Number	Item Description	Estimated Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	MOBILIZATION, DEMOBILIZATION, PERMITS, FEES, LICENSES, ADMINISTRATION	1	LS	$6,500.00	$6,500.00	$3,000.00	$3,000.00	$1,759.93	$1,759.93	$5,132.00	$5,132.00	$9,918.31	$9,918.31	$6,150.00	$6,150.00	$6,900.00	$6,900.00
2	TRAFFIC AND PEDESTRIAN CONTROL	1	LS	$5,900.00	$5,900.00	$6,250.00	$6,250.00	$3,301.75	$3,301.75	$10,000.00	$10,000.00	$4,253.66	$4,253.66	$13,000.00	$13,000.00	$7,000.00	$7,000.00
3	INLET PROTECTION	7	EACH	$110.00	$770.00	$208.00	$1,456.00	$350.01	$2,450.07	$140.00	$980.00	$451.51	$3,160.57	$275.00	$1,925.00	$250.00	$1,750.00
4	COLD MILL ASPHALT 2 INCH DEPTH PATCH AT 6 TOWN WIDE LOCATIONS. COMPLETE IN PLACE.	295	SY	$30.00	$8,850.00	$28.25	$8,333.75	$18.00	$5,310.00	$30.00	$8,850.00	$25.80	$7,611.00	$74.00	$21,830.00	$10.00	$2,950.00
5	2 INCH PAVER OVERLAY PATCH AT 6 TOWN WIDE LOCATIONS - CDOT GRADE SX, (75) PG 64-22, VIRGIN. COMPLETE IN PLACE.	38	TON	$310.00	$11,780.00	$325.00	$12,350.00	$131.00	$4,978.00	$245.00	$9,310.00	$316.15	$12,013.70	$700.00	$26,600.00	$300.00	$11,400.00
			2025 Street Overlay Project - Alternate A Total		$33,800.00		$31,389.75		$17,799.75		$34,272.00		$36,957.24		$69,505.00		$30,000.00

2025 Street Overlay Project Total	$804,604.82	$1,083,871.34	$891,997.95	$1,050,098.77	$980,003.03	$1,242,000.50	$1,197,755.35
2025 Street Overlay Project - Alternate A Total	$33,800.00	$31,389.75	$17,799.75	$34,272.00	$36,957.24	$69,505.00	$30,000.00
2025 Street Overlay Project and Alternate A Total	$838,404.82	$1,115,261.09	$909,797.70	$1,084,370.77	$1,016,960.27	$1,311,505.50	$1,227,755.35

CONSTRUCTION PLANS FOR

SYCAMORE ST AND 76TH AVE
ASPHALT REPAIR PROJECT 2025

LOCATED IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF SUPERIOR, COUNTY OF BOULDER, STATE OF COLORADO



NORTH

PROJECT LOCATION MAP

SCALE: 1" = 1,000 UNITS

SURVEY NOTE:

2020 DRCOG DENVER REGIONAL AERIAL PHOTOGRAPHY TILES AND SITE RECONNAISSANCE WERE USED AS A BASIS OF DESIGN AND QUANTITIES FOR THIS PROJECT.

SHEET INDEX	
SHEET #	SHEET TITLE
C1.00	COVER
C1.01	NOTES-1
C1.02	TOS NOTES-1
C2.01	ASPHALT REPAIR PLAN - 1
C2.02	ASPHALT REPAIR PLAN - 2
C2.03	ASPHALT REPAIR PLAN - 3
C2.04	ASPHALT REPAIR PLAN - 4
C2.05	ASPHALT REPAIR PLAN - 5
C2.06	ASPHALT REPAIR PLAN - 6
C2.07	ASPHALT REPAIR PLAN - 7
C2.08	ASPHALT REPAIR PLAN - 8
C3.01	STRIPING PLAN - 1
C3.02	STRIPING PLAN - 2
C3.03	STRIPING PLAN - 3
C3.04	STRIPING PLAN - 4
C3.05	STRIPING PLAN - 5
C3.06	STRIPING PLAN - 6
C3.07	STRIPING PLAN - 7
C3.08	STRIPING PLAN - 8
C4.00	DETAILS-1

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

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Town of Superior
124 E COAL CREEK DRIVE
SUPERIOR, CO 80027
303.499.3675

TOWN OF SUPERIOR
SYCAMORE ST AND 76TH AVE
ASPHALT REPAIR PROJECT 2025

REVISIONS		
NO.	DESCRIPTION	DATE

DESIGNED BY: JAB
DRAWN BY: CMH
CHECKED BY: JAB
DATE: 03/04/2025
JOB NO.: 218.001.13
DWG NAME:21800114ASPHCCVR.DWG

COVER

SHEET:
C1.00

J:\TOWN OF SUPERIOR - 218\218.001.14 SAGAMORE MILL & OVERLAY\DRAWINGS\SHEETS\21800114ASPHCCVR

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 SITE RECONNAISSANCE.
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.

ABBREVIATIONS	
FFE	FINISHED FLOOR ELEVATION
TOF	TOP OF FOOTING
TOS	TOP OF SLAB
TOC	TOP OF CURB
FL	FLOWLINE
TW	TOP OF WALL
BW	BOTTOM OF WALL
M/E	MATCH EXISTING
WW	WINDOW WELL
HP	HIGH POINT
LP	LOW POINT
PIP	PROTECT IN PLACE
TBR	TO BE REMOVED

LEGEND

PROPOSED		EXISTING
	PROPERTY LINE	
5740	MAJOR CONTOUR	5740
5736	MINOR CONTOUR	5736
	EASEMENT	
	SETBACK	
X	BARBED WIRE FENCE	X
	CHAINLINK FENCE	
G	GAS LINE	G
W	WATER LINE	W
RW	RAW WATER LINE	RW
	STORM SEWER	
T T	TELECOM	T T
IR	IRRIGATION	IR
E	UNDERGROUND ELECTRIC	E
E3 E3 E3	UNDERGROUND 3 PHASE ELECTRIC	E
LT LT LT LT	UNDERGROUND LIGHT FEED	E
OH	OVERHEAD WIRES	OH
UD	UNDERDRAIN	UD
SS	SANITARY SEWER	SS
SLV SLV SLV SLV	UTILITY SLEEVE	SLV SLV SLV SLV
	RETAINING WALL	
	CHANNEL CENTER LINE	
3.0:1 1.8%	SLOPE AND FLOW DIRECTION	
	RIPRAP	
	ASPHALT	
	CONCRETE	
	BUILDING	
	SIGN	
	HYDRANT	
S	SANITARY MANHOLE	
	INLET	
	GREASE OR SAND TRAP	CO
CO	CLEAN OUT	
	FLARED END SECTION	
D	STORM MANHOLE	
	CAUTION! UTILITY CROSSING	
	WATER VALVE	
	WATER PLUG	
	WATER TEE	
	WATER BENDS	
WM	WATER METER	
	WATER BLOW OFF	
	LIGHT POLE	
T	TRANSFORMER	
	TREE	
	TRUNCATED DOMES	
TW:XXXX	GRADE AT TOP OF WALL	
BW:XXXX	GRADE AT BOTTOM OF WALL	
FL:XXXX	FLOWLINE	
FF:XXXX	FINISHED FLOOR	
LS	LANDSCAPE AREA	

A / XXX XXX — DETAIL IDENTIFICATION NUMBER
DRAWING NUMBER WHERE DETAIL IS SHOWN
DRAWING NUMBER WHERE DETAIL IS TAKEN

DETAILS AND SECTIONS:

DETAIL CALL OUTS

A / XX — DETAIL TITLE (X) — 0 100 200 (IN FEET)
DETAIL TITLE

SECTION CUT SYMBOLS - SHORT

SECTION CUT SYMBOLS - LONG

A / XXX XXX — SECTION - SECTION TITLE (X) — 0 1000 2000 (IN FEET)
SECTION TITLE

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

TOWN OF SUPERIOR
SYCAMORE ST AND 76TH AVE
ASPHALT REPAIR PROJECT 2025

REVISIONS		
NO.	DESCRIPTION	DATE

DESIGNED BY: JAB
DRAWN BY: CMH
CHECKED BY: JAB
DATE: 03/04/2025
JOB NO.: 218.001.13
DWG NAME:21800114ASPHCCVR.DWG

NOTES-1

SHEET: C1.01

811 KNOW WHAT'S BELOW CALL BEFORE YOU DIG

J:\TOWN OF SUPERIOR - 218\218.001.14 SAGAMORE MILL & OVERLAY\DRAWINGS\SHEETS\21800114ASPHCCVR

TOWN OF SUPERIOR NOTES:

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 OBTAIN THE REQUIRED RIGHT-OF-WAY CONSTRUCTION PERMIT (FEES TO BE WAIVED) 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 THE CONSTRUCTION PROCESS. THESE SHALL BE AVAILABLE TO THE ENGINEER AND SHALL BE DELIVERED TO HIM FOR TOWN RECORDS UPON COMPLETION OF THE PROJECT.

19. THE ENGINEER SHALL REVIEW ALL SUBMITTALS PRIOR TO SENDING THE SUBMITTALS TO THE TOWN FOR ITS REVIEW.

20. THE PHYSICAL FEATURES SHOWN ON THIS PLAN ARE BASED ON THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL FEATURES, INCLUDING ALL UNDERGROUND AND ABOVE GROUND UTILITIES. PRIOR TO BEGINNING ANY WORK, THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AT 811.

21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES AND PROTECTING THE SAME. LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT ALL UTILITIES ARE NECESSARILY SHOWN. THE CONTRACTOR SHALL CONTACT TOWN, UNCC, AND APPROPRIATE ENTITIES TO LOCATE UNDERGROUND FACILITIES AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE EXACT LOCATION OF EACH UTILITY SHALL BE FIELD VERIFIED BEFORE COMMENCING WORK. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY OCCUR AS A RESULT OF THE CONTRACTOR'S FAILURE TO LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

22. CALL THE TOWN AT (303) 709-6727 FOR LOCATES OF EXISTING TOWN UTILITIES INCLUDING POTABLE AND NON-POTABLE WATER LINES, SANITARY SEWER LINES, STORM SEWER LINES, PUBLIC IRRIGATION LINES, AND TRAFFIC CONTROL DEVICES. CALL TWO (2) BUSINESS DAYS PRIOR, NOT INCLUDING THE DAY OF THE CALL, TO THE START OF CONSTRUCTION.

23. THE CONTRACTOR IS RESPONSIBLE FOR NOTIFICATION OF SUPERIOR UTILITY CUSTOMERS FOR POTENTIAL SERVICE OUTAGES AND TO COORDINATE WITH SUPERIOR PUBLIC WORKS FOR DETERMINATION OF MINIMUM TIME REQUIREMENTS. SUPERIOR PUBLIC WORKS SHALL BE NOTIFIED TWO (2) BUSINESS DAYS IN ADVANCE TO SCHEDULE AN OUTAGE

24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING AND COORDINATING WITH THE APPROPRIATE UTILITY REPRESENTATIVES TO BE ON SITE DURING 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. 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.

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.

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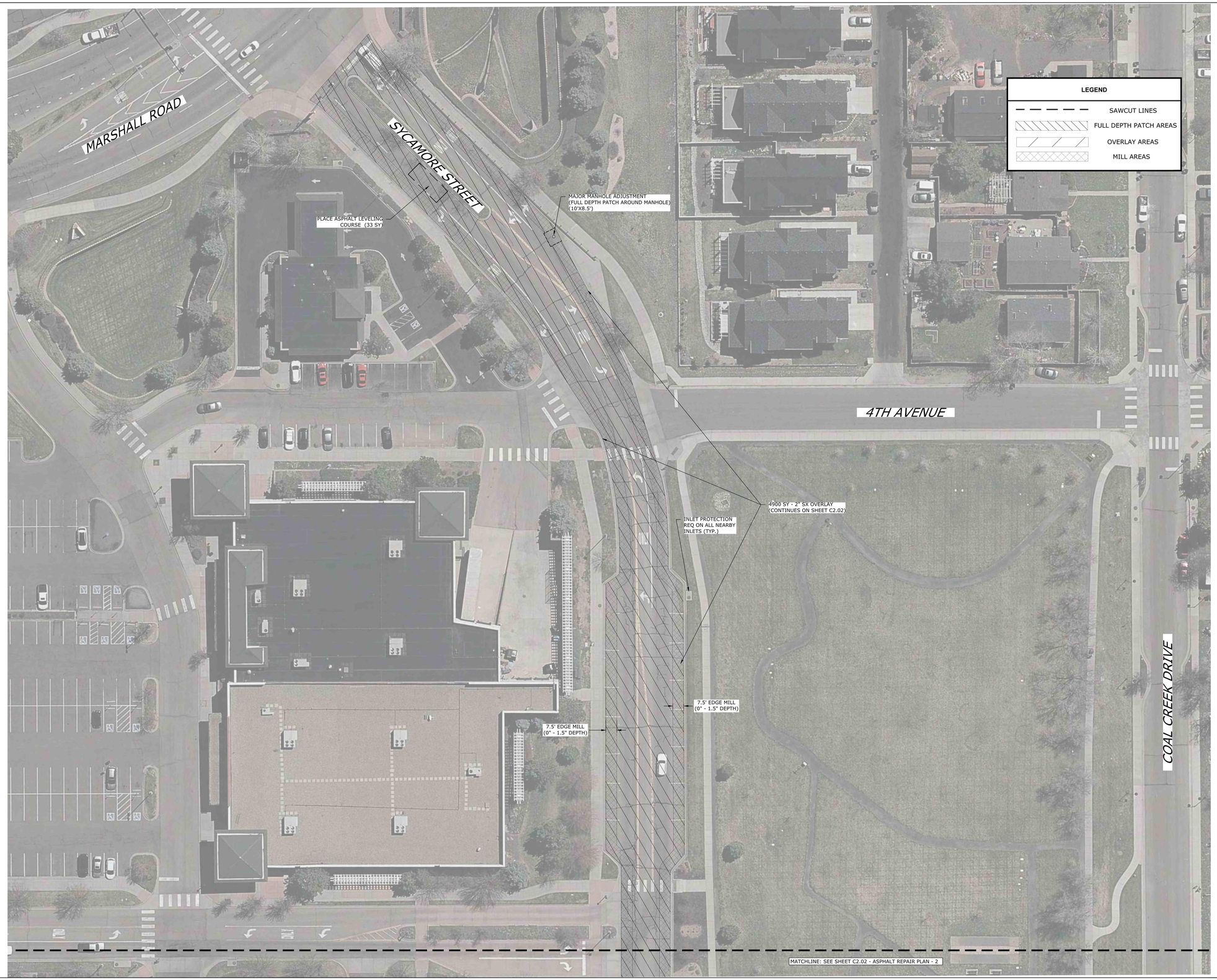
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TOS NOTES-1

SHEET: C1.02



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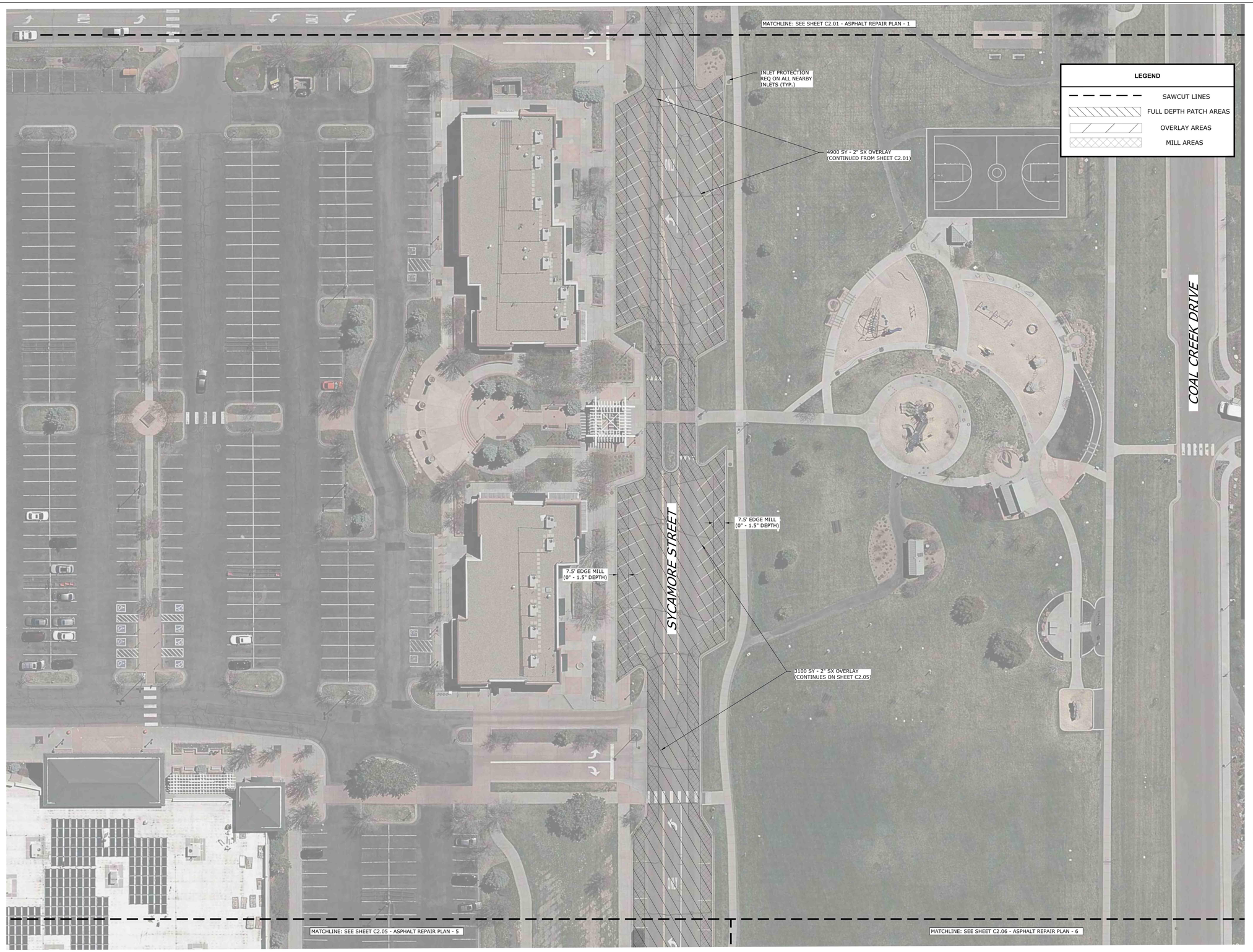
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(IN FEET)
(1"=30')

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ASPHALT REPAIR PLAN - 1

SHEET:
C2.01

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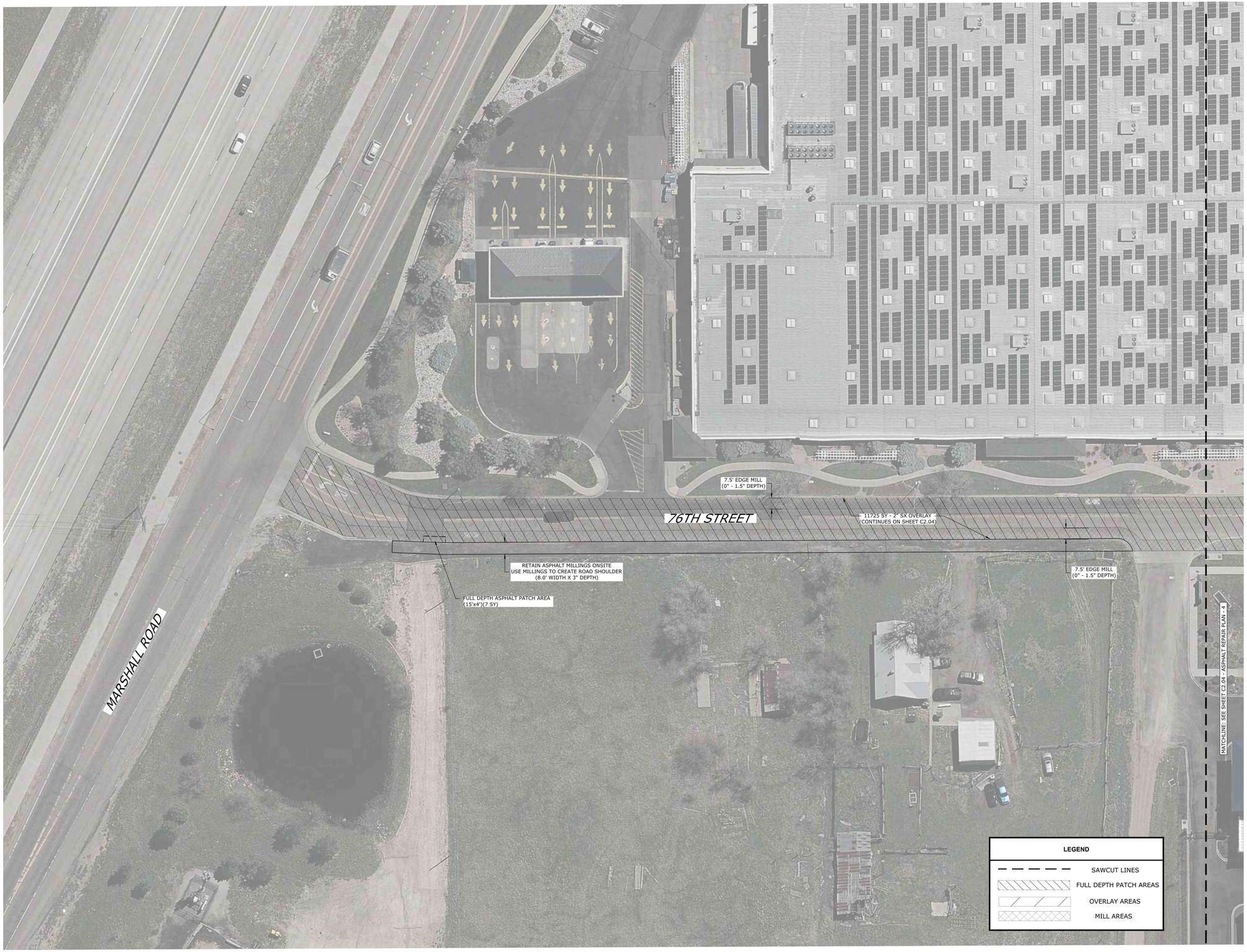
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ASPHALT REPAIR PLAN - 2

SHEET: C2.02

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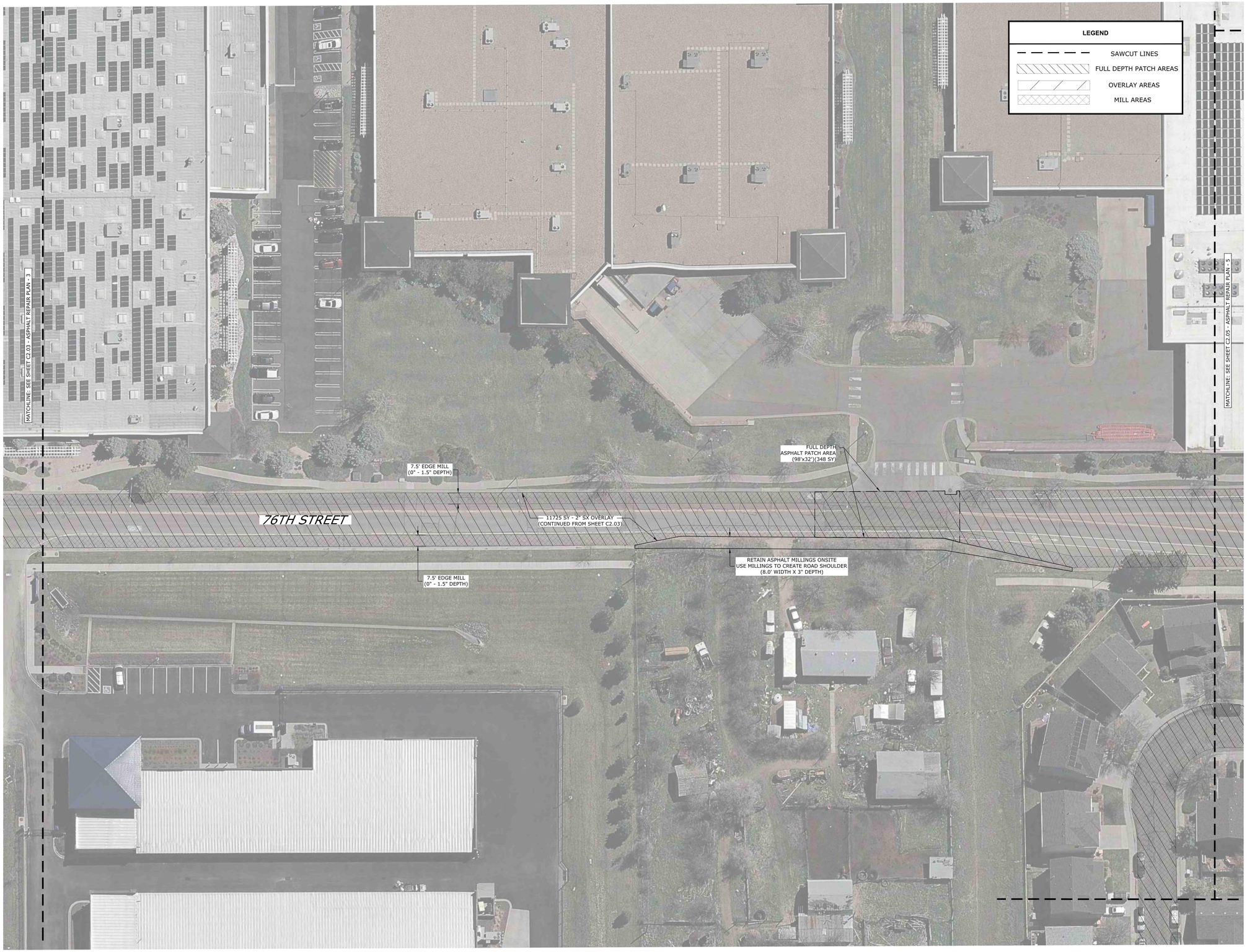
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ASPHALT REPAIR PLAN - 3

SHEET:
C2.03

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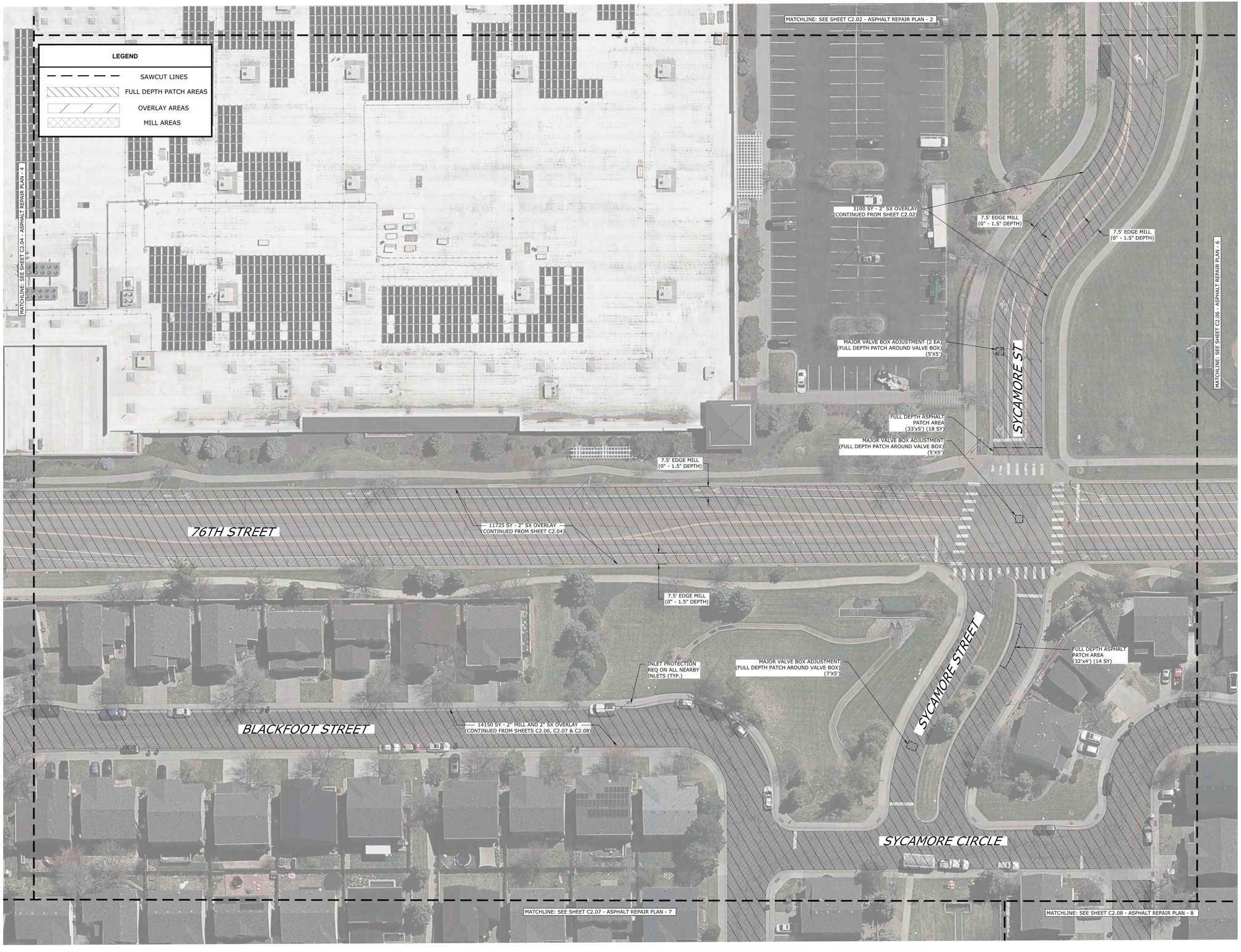
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ASPHALT REPAIR
PLAN - 4

SHEET:
C2.04



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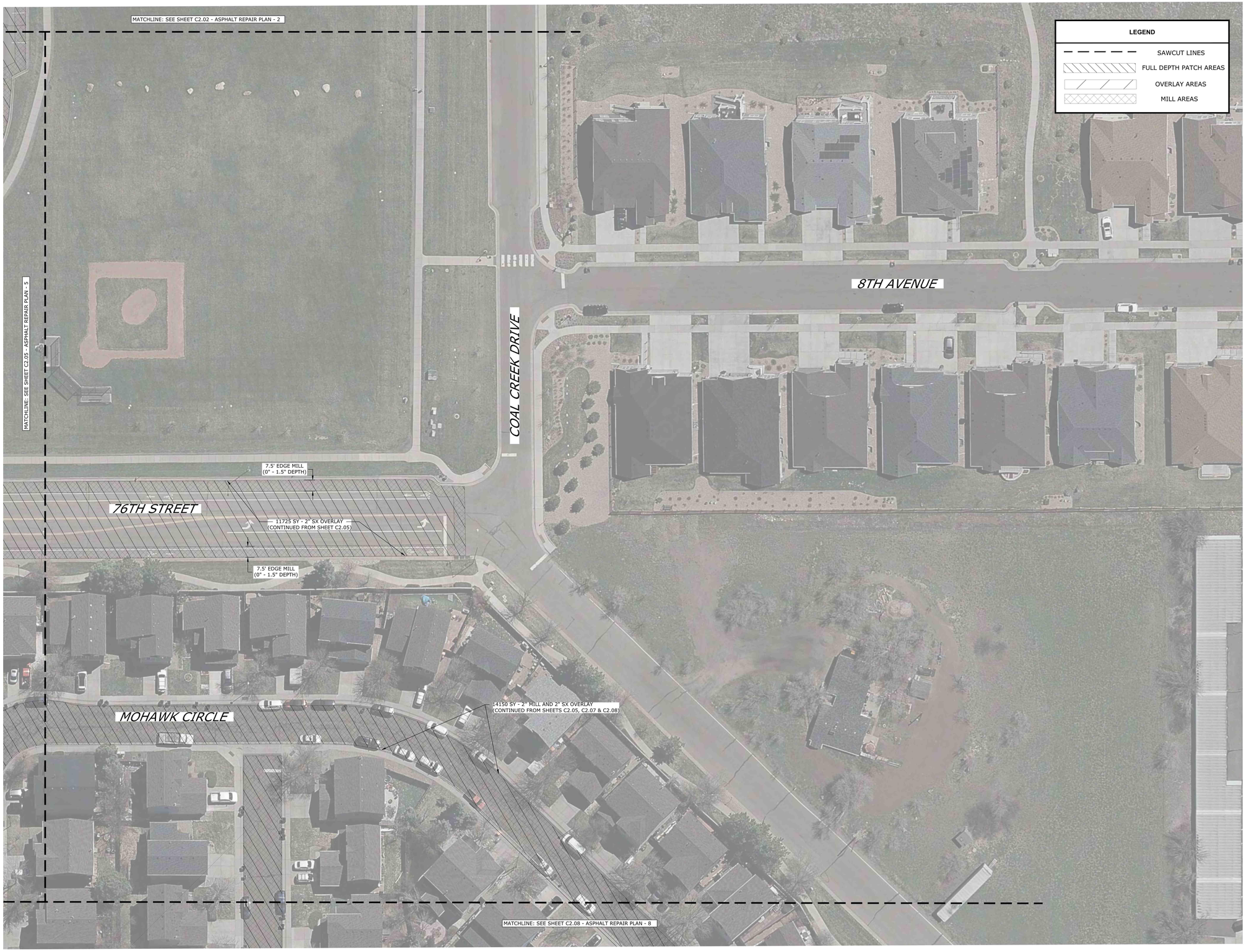
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ASPHALT REPAIR PLAN - 5

SHEET:
C2.05

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ASPHALT REPAIR PLAN - 6

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ASPHALT REPAIR PLAN - 7

SHEET:
C2.07

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LEGEND

- SAWCUT LINES
- FULL DEPTH PATCH AREAS
- OVERLAY AREAS
- MILL AREAS

N E S W

0 15 30
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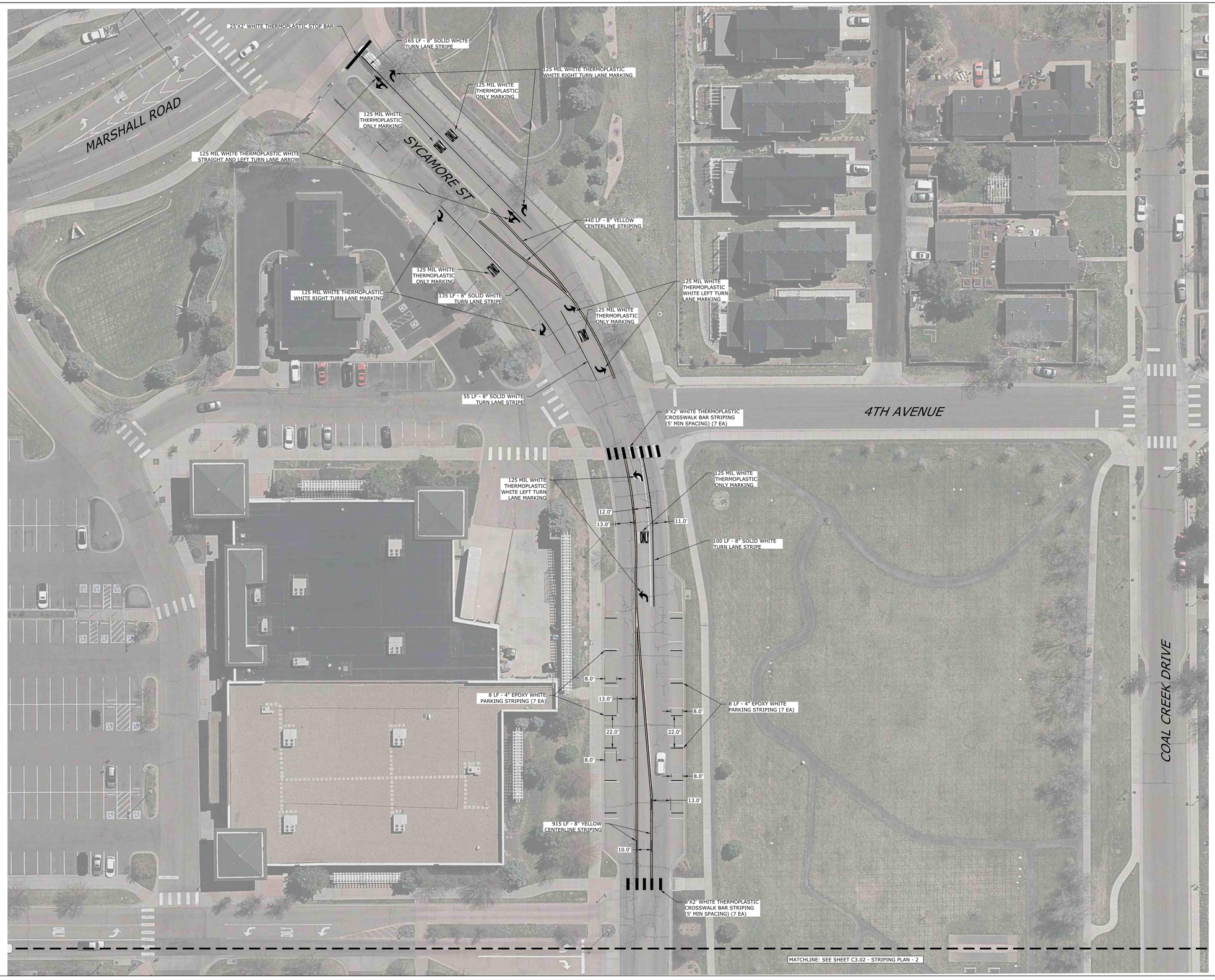
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ASPHALT REPAIR PLAN - 8

SHEET:
C2.08

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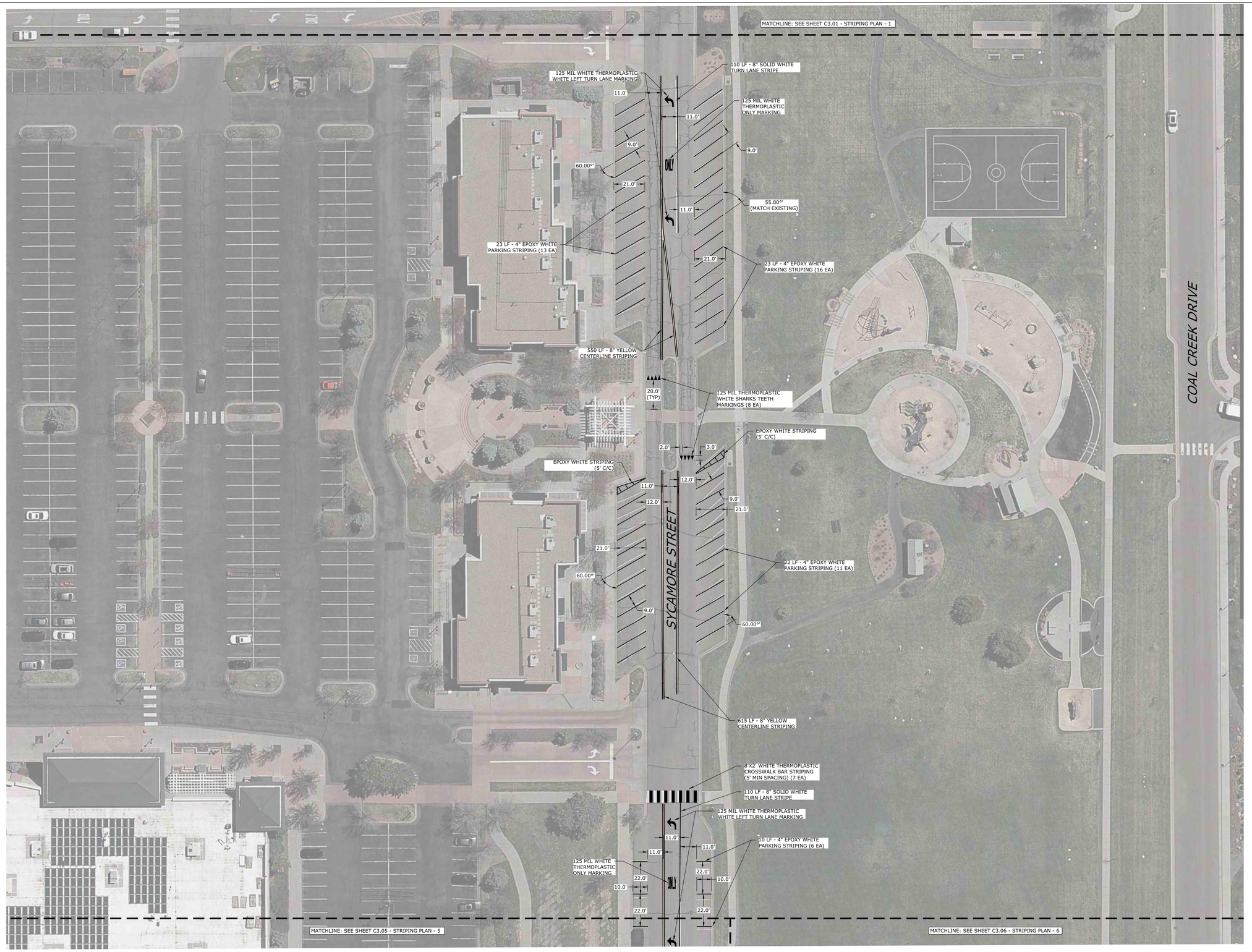
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STRIPING PLAN - 1

SHEET:
C3.01



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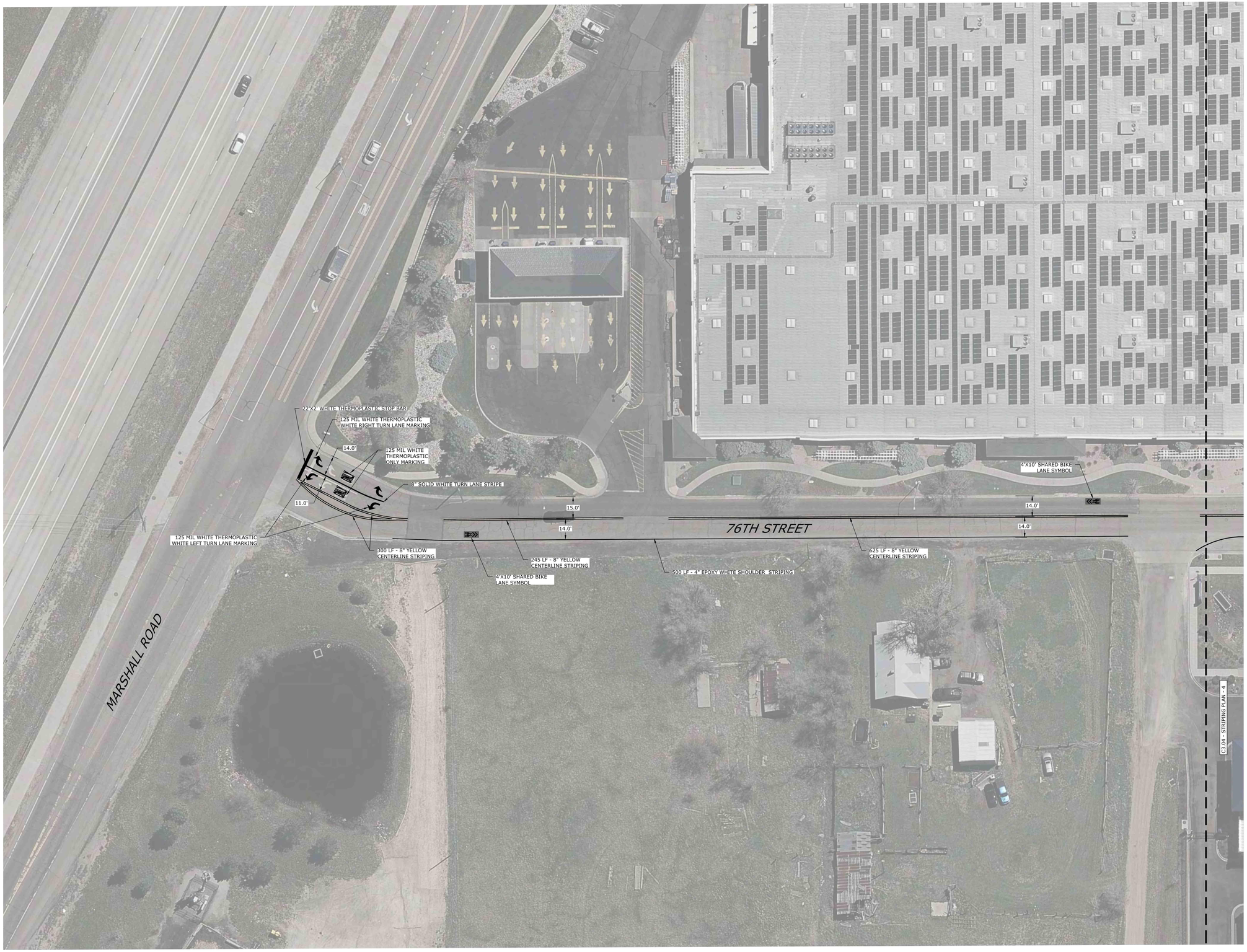
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STRIPING PLAN - 2

SHEET:
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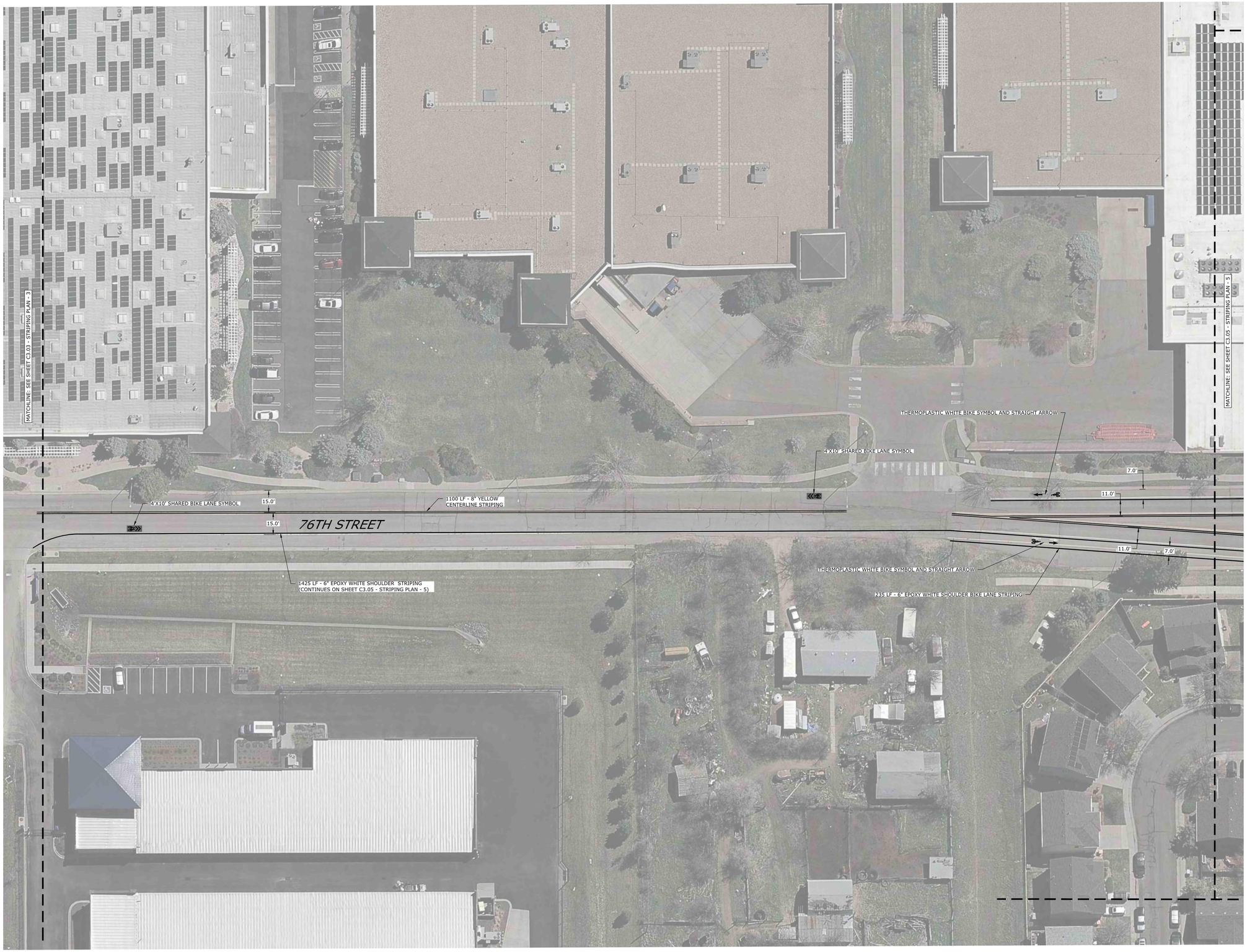
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STRIPING PLAN - 3

SHEET:
C3.03

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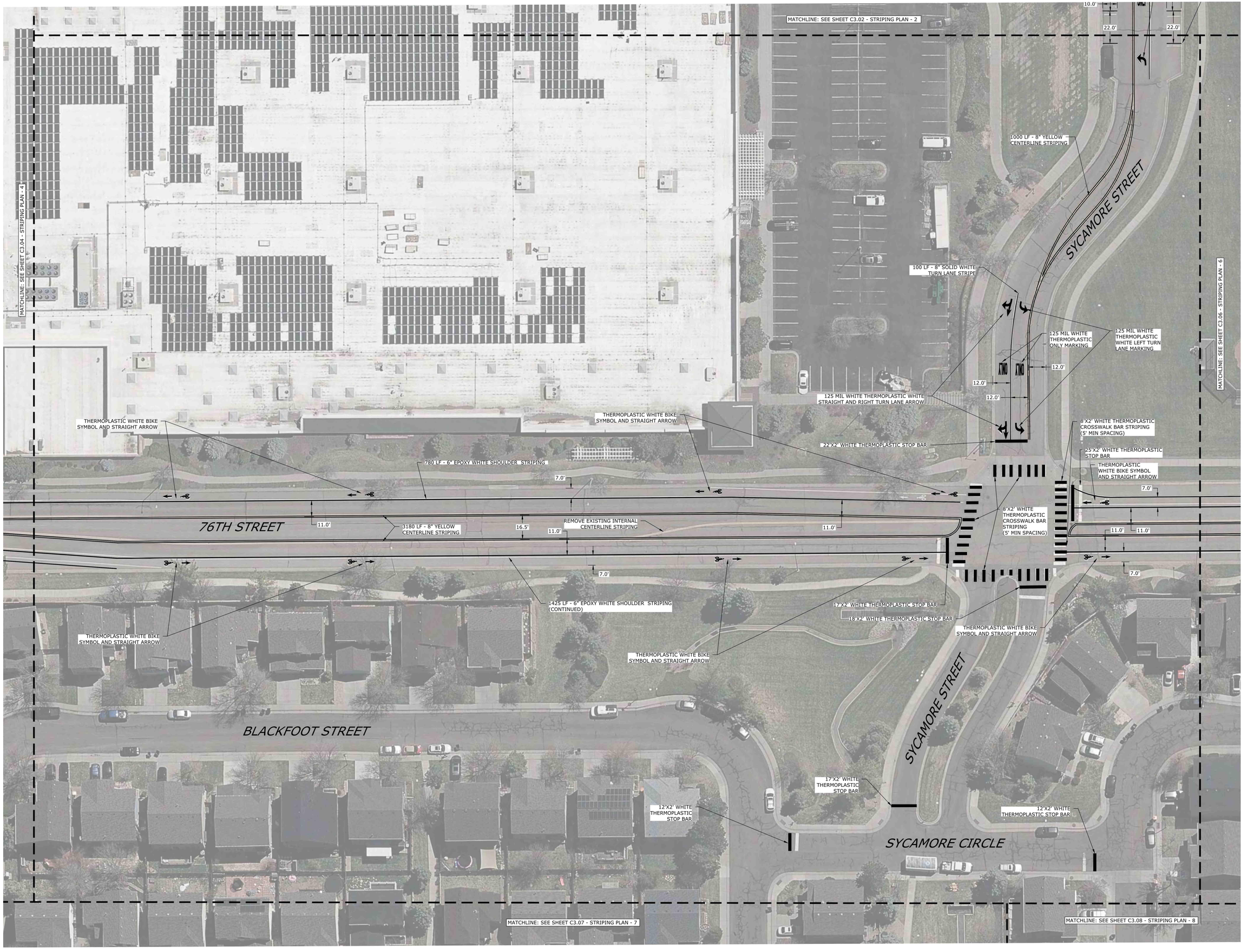
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STRIPING PLAN - 4

SHEET: C3.04

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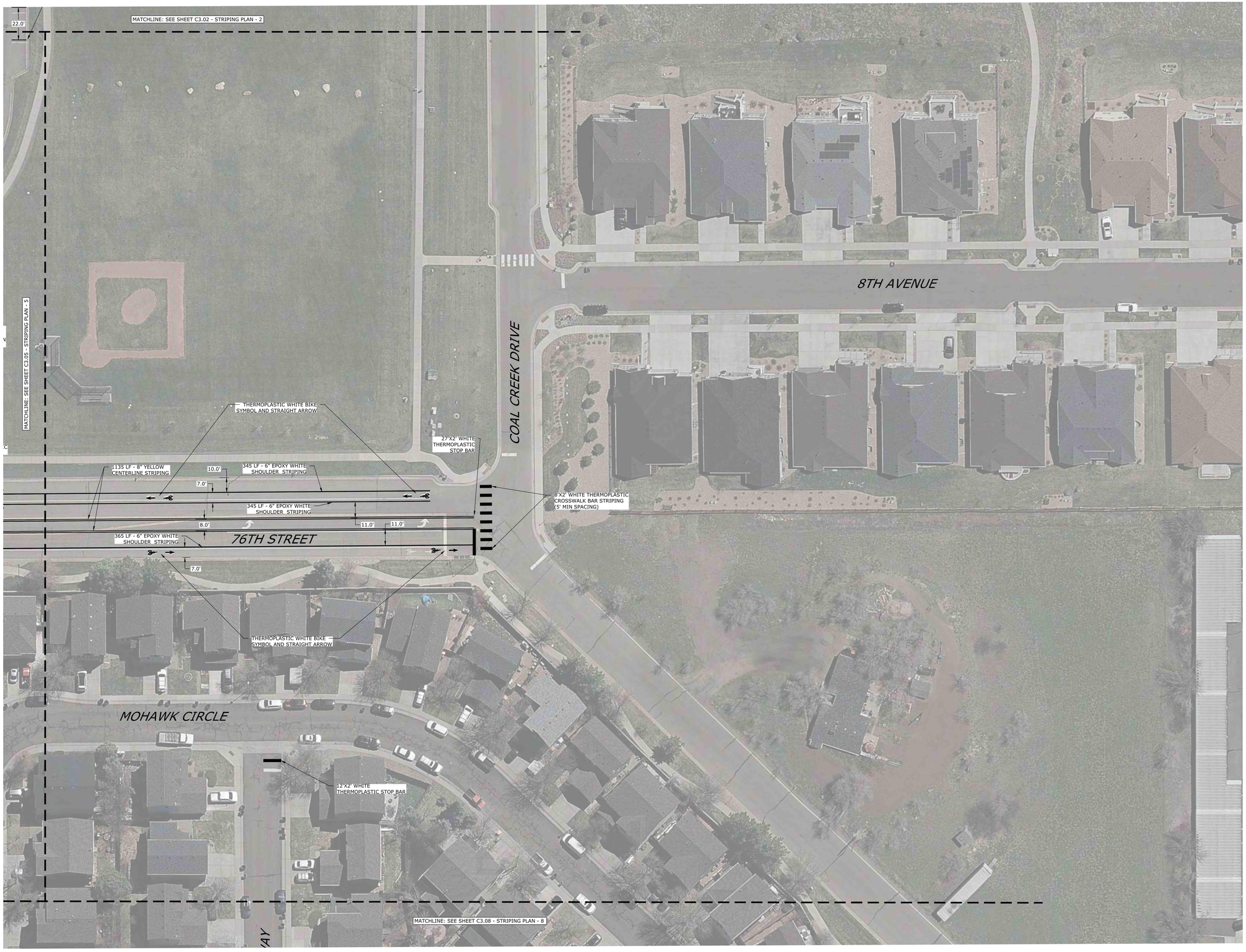
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STRIPING PLAN - 5

SHEET:
C3.05

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(1"=30')

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STRIPING PLAN - 6

SHEET:
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STRIPING PLAN - 7

SHEET:
C3.07

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STRIPING PLAN - 8

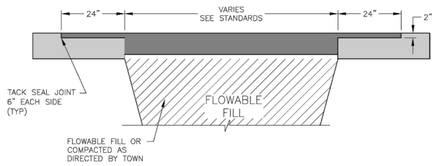
SHEET:
C3.08

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	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. CDOT FLOW FILL, OR FOAM FLASH FILL FOR TRENCH BACKFILL.
2. 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.
3. SEE ALSO STANDARD STREET SECTION DETAIL.

MAXIMUM LIFT DEPTH – 5"

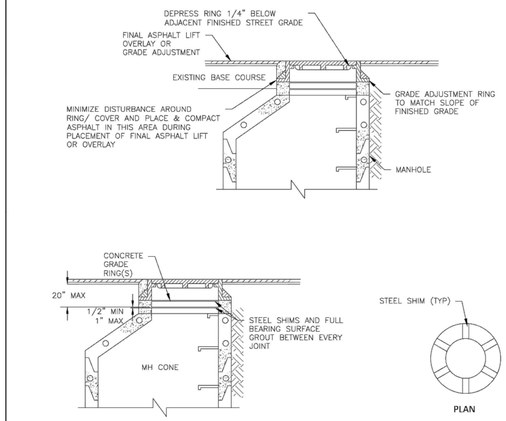
MINIMUM LIFT DEPTH – 2"

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	ASPHALT PATCH	
	DATE: JANUARY 2019	SHEET 800-25

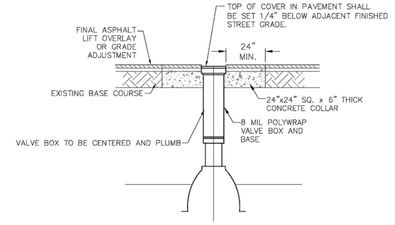


NOTES:

1. FULL BEARING SURFACE SHALL BE GROUTED WITH STEEL SHIMS, MINIMUM 6 LOCATIONS AROUND MANHOLE.
2. SMOOTH CHIMNEY INSIDE AND OUTSIDE WITH GROUT

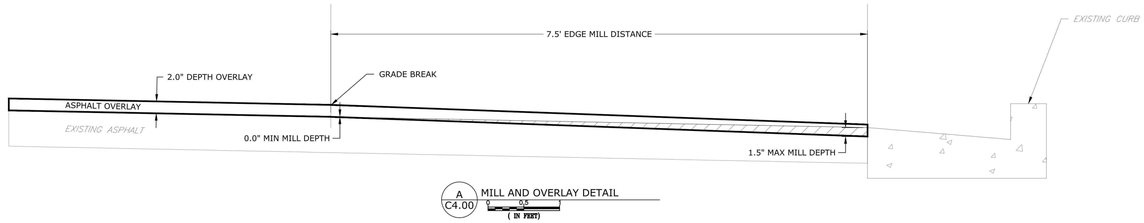
THESE DETAILS ARE PROVIDED FOR STANDARDIZATION PURPOSES ONLY. THIS DETAIL REPRESENTS MINIMUM DESIGN STANDARDS WHICH MAY REQUIRE UPGRADING FOR SPECIFIC APPLICATIONS. N.T.S.

Town of Superior — Gateway to Boulder Valley	MANHOLE RIM AND COVER ADJUSTMENT	
	DATE: JANUARY 2019	SHEET 800-26



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



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

TOWN OF SUPERIOR
SYCAMORE ST AND 76TH AVE
ASPHALT REPAIR PROJECT 2025

REVISIONS		
NO.	DESCRIPTION	DATE

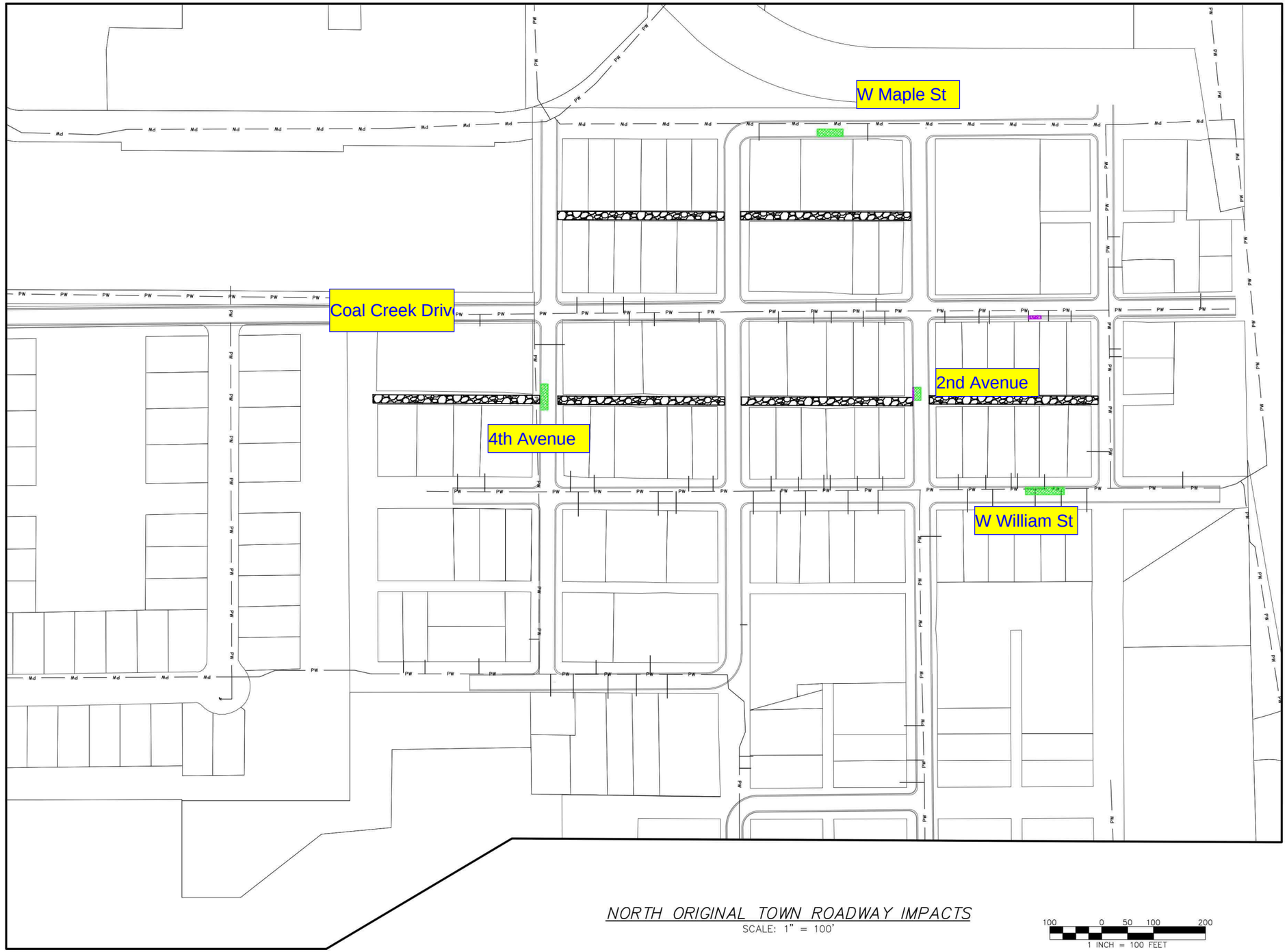
DESIGNED BY: JAB	DATE: 03/04/2025
DRAWN BY: CMH	
CHECKED BY: JAB	
JOB NO.: 218.001.13	
DWG NAME:21800114ASPHDET.DWG	

DETAILS-1

SHEET:
C4.00

J:\TOWN OF SUPERIOR - 218\218.001.14 SAGAMORE MILL & OVERLAY\DRAWINGS\SHEETS\21800114ASPHDET

Plan Sheet Associated with Bid Item #5



NORTH ORIGINAL TOWN ROADWAY IMPACTS
SCALE: 1" = 100'

100 0 50 100 200
1 INCH = 100 FEET

Notes

IMPACTS TO CONCRETE FROM WATERLINE REPLACEMENT APPROX 3,600 SY

IMPACTS TO ASPHALT FROM WATERLINE REPLACEMENT APPROX 19,750 SY

FIRE DAMAGED CONCRETE APPROX 3,000 SY

FIRE DAMAGED ASPHALT APPROX 6,950 SY

CONTAMINATED GRAVEL DRIVE APPROX 3,500 SY

No.	Date	Revisions
-	-	-

LEVEL ENGINEERING | DESIGN | INSPECTION

Client
TOWN OF SUPERIOR

LEVEL Job #

Job Title
MARSHALL FIRE INFRASTRUCTURE ASSESMENT

Exhibit Title
NORTH ORIGINAL TOWN ROADWAY IMPACTS

Scale AS SHOWN

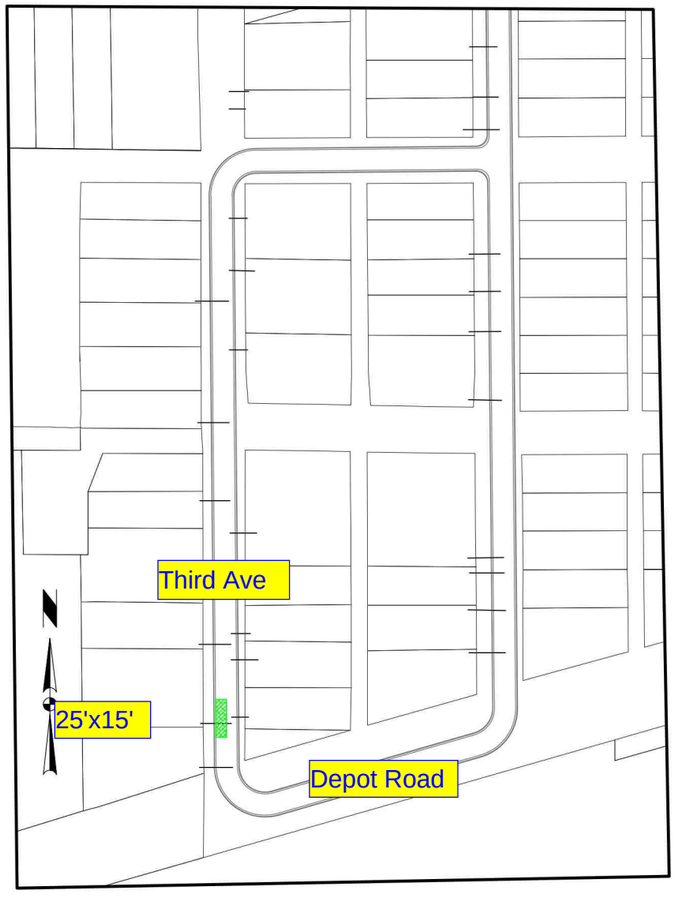
Date 04/05/2022

Drawn by ACP

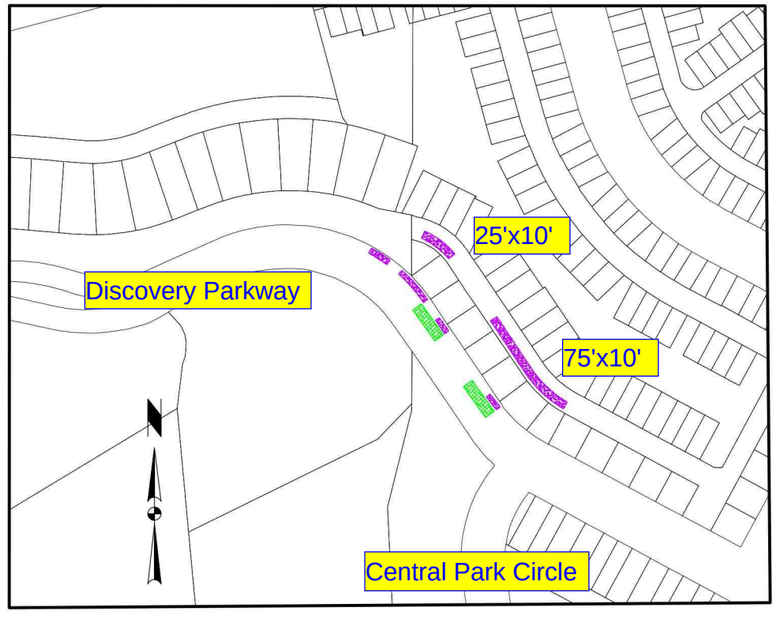
Exhibit No. C2

Revision -

[redacted]



SOUTH ORIGINAL TOWN ROADWAY IMPACTS
SCALE: 1" = 100'



DOWNTOWN ROADWAY IMPACTS
SCALE: 1" = 100'

100 0 50 100 200
1 INCH = 100 FEET

Notes

IMPACTS TO CONCRETE FROM WATERLINE REPLACEMENT APPROX 3,600 SY

IMPACTS TO ASPHALT FROM WATERLINE REPLACEMENT APPROX 19,750 SY

FIRE DAMAGED CONCRETE APPROX 3,000 SY

FIRE DAMAGED ASPHALT APPROX 6,950 SY

No.	Date	Revisions
-	-	-

LEVEL ENGINEERING | DESIGN | INSPECTION

Client
TOWN OF SUPERIOR

LEVEL Job #

Job Title
MARSHALL FIRE INFRASTRUCTURE ASSESMENT

Exhibit Title
SOUTH ORIGINAL TOWN & DOWNTOWN ROADWAY IMPACTS

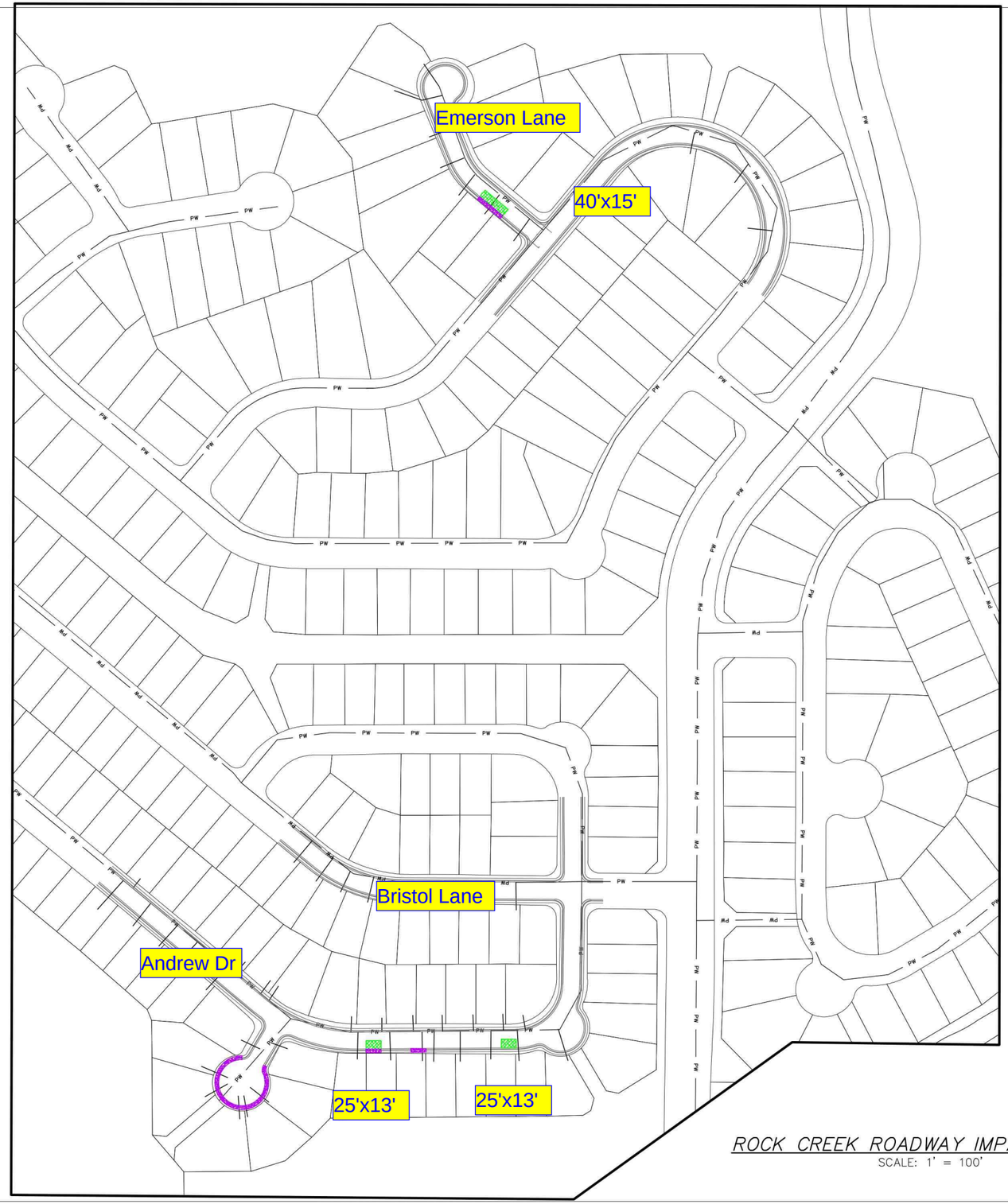
Scale AS SHOWN

Date 04/05/2022

Drawn by ACP

Exhibit No. C3

Revision -



ROCK CREEK ROADWAY IMPACTS – 1/2
SCALE: 1' = 100'

100 0 50 100 200
1 INCH = 100 FEET

Notes

IMPACTS TO CONCRETE FROM WATERLINE REPLACEMENT APPROX 3,600 SY

IMPACTS TO ASPHALT FROM WATERLINE REPLACEMENT APPROX 19,750 SY

FIRE DAMAGED CONCRETE APPROX 3,000 SY

FIRE DAMAGED ASPHALT APPROX 6,950 SY

No.	Date	Revisions
-	-	-

LEVEL ENGINEERING | DESIGN | INSPECTION

Client
TOWN OF SUPERIOR

LEVEL Job #

Job Title
MARSHALL FIRE INFRASTRUCTURE ASSESMENT

Exhibit Title
ROCK CREEK ROADWAY IMPACTS - 1/2

Scale AS SHOWN

Date 04/05/2022

Drawn by ACP

Exhibit No.
C4

Revision
-

ITEM NO. 6f

INFORMATION FOR MEETING
OF THE SUPERIOR TOWN COUNCIL

AGENDA ITEM NAME:	**Consideration of the Community Center Reception Desk Design #2 – Collab Architecture**
MEETING DATE:	**April 14, 2025**
PRESENTED BY:	**Jordan Hays, Project Manager** **Bryan Meyer, Recreation Manager** **Leslie Clark, PROS Director**
PRESENTED FOR:	**Approval**

BACKGROUND:
The need for a new design and location of the Superior Community Center reception desk developed from staff and guest feedback after 3.5 years of operation. The existing reception desk area is not ideal – it is too small to handle multiple staff and customer interactions at the same time, has no storage, and is located in an area that is cold in the winter. Visibility is also limited as staff have their back to the Library area. In addition, the need for storage and a staff office for the Guest Services Specialist were folded into the project. The Town engaged Collab Architecture to help re-design the Reception Desk to provide adequate seating, and adequate counter space for staff, transactions and ADA access.

The Town received an initial design estimate from Collab Architecture for the Community Center Reception Desk Project for $7,250 in 2024. The Town also received four quotes for construction ranging from $94,000 to $152,000.

The secondary design #2 is a request to re-design the renovation and relocation of the reception desk at the Superior Community Center based on additional input and feedback from staff. This project will include improved visibility, a larger desk area with ADA access, storage, ability to serve multiple guests at one time, and office space. This new design

location will require the re-location of the Children's area to a different location in the Community Center.

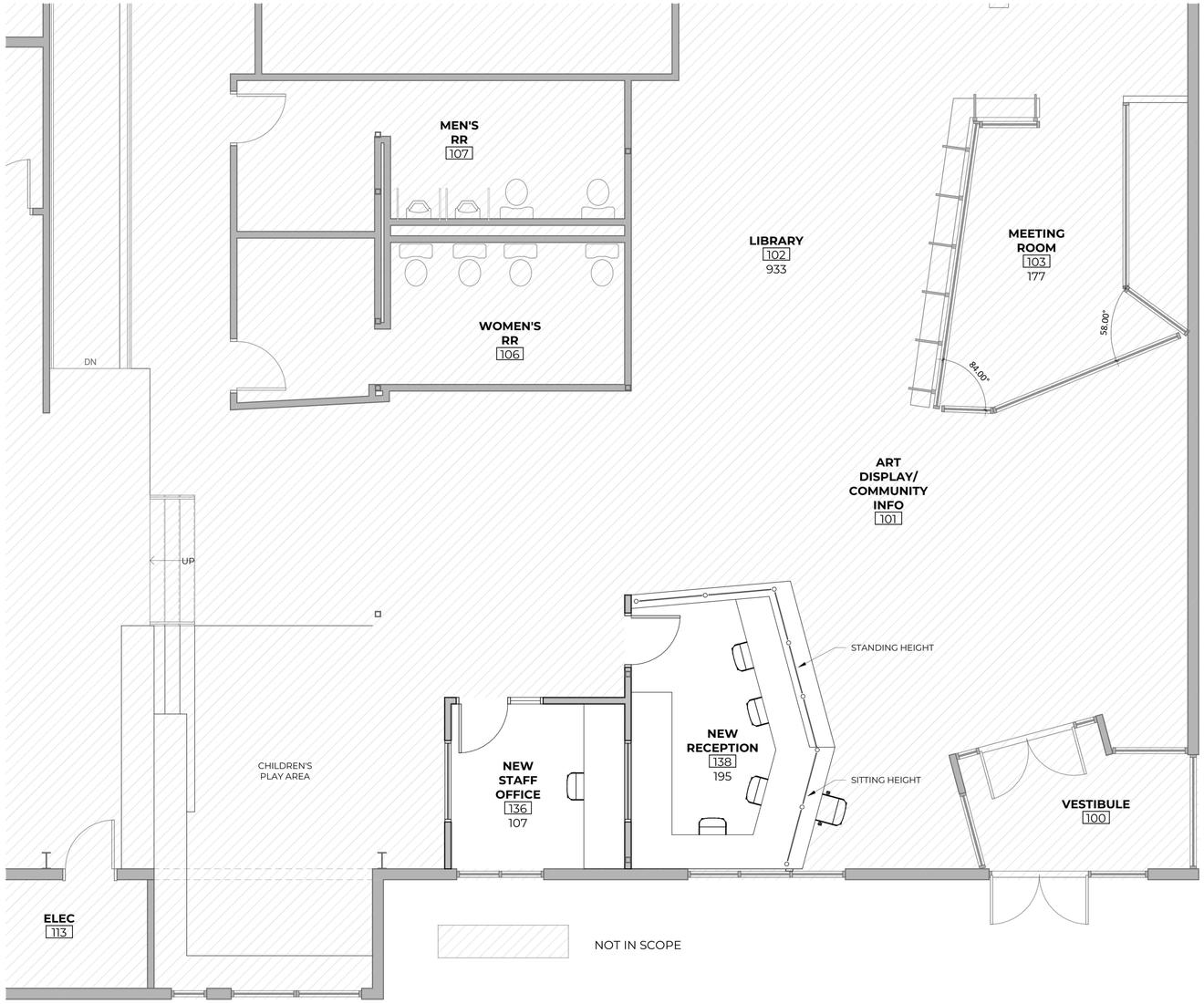
RECOMMENDED ACTION: Staff recommends approval of Design #2 from Collab Architecture for re-design of the reception desk area at the Superior Community Center in the amount of $7,250.

BUDGET IMPLICATIONS:
The reception desk redesign cost and the re-location of the Children's area will come out of the 2025 CIP Budget - Community Center Building Maintenance. Funding for the construction of the reception desk project was not funded in the 2025 budget. A construction contract for the new space will be brought forward at some point in the future for Council consideration.

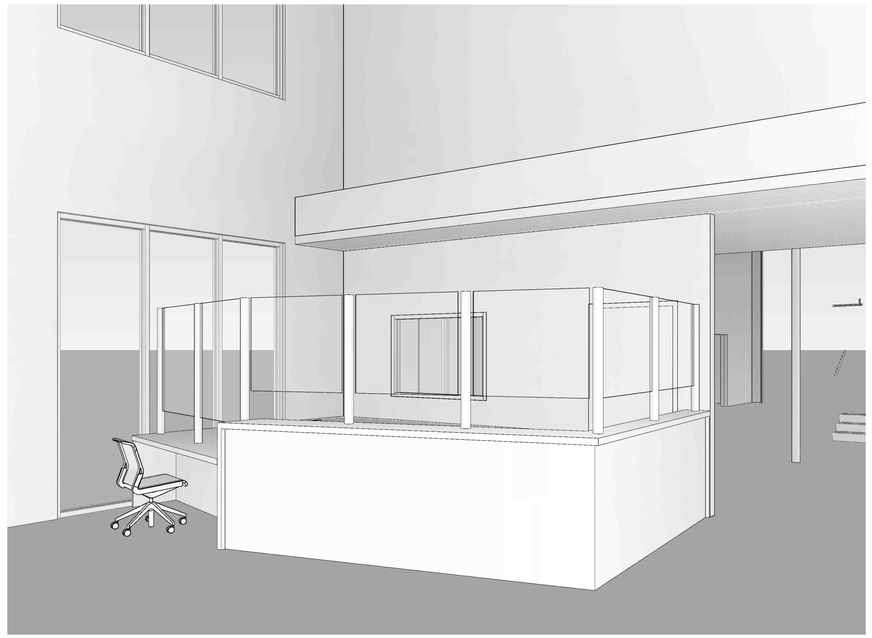
BUDGET IMPLECATIONS				
SCC Reception Desk Project	2025 Budget	SCC Reception Desk Design #1	SCC Reception Desk Design #2	Community Center Building Maintenance
	$0	$7,250	$7,250	$50,000

Total Design for SCC Reception Desk: $14,500

ATTACHMENTS:
- Initial Design #1
- Design images from staff



1 PR1.1 FIRST FLOOR REMODEL PLAN
1/4" = 1'-0"



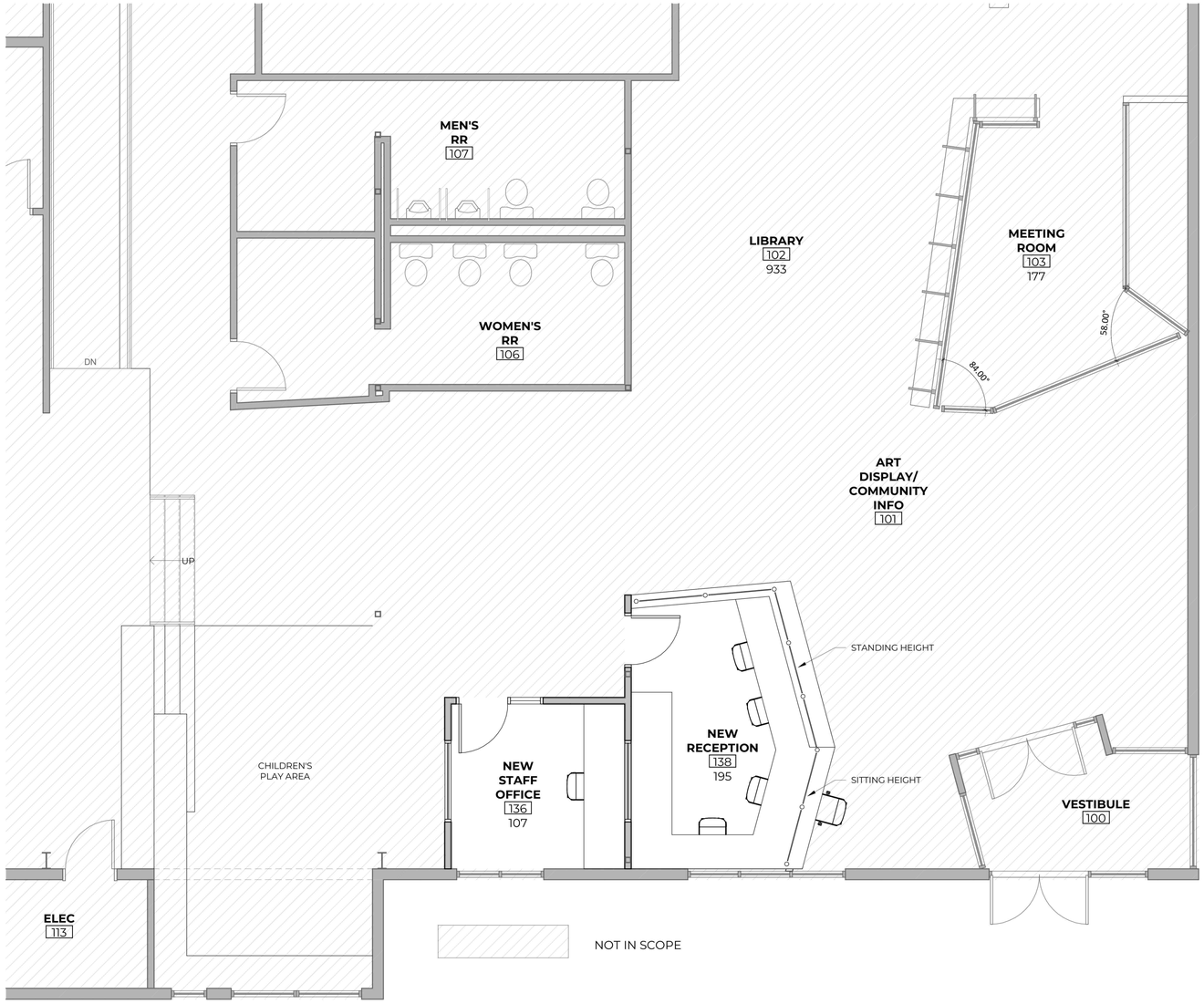
2 PR1.1 NEW RECEPTION 3D

SUPERIOR COMMUNITY CENTER

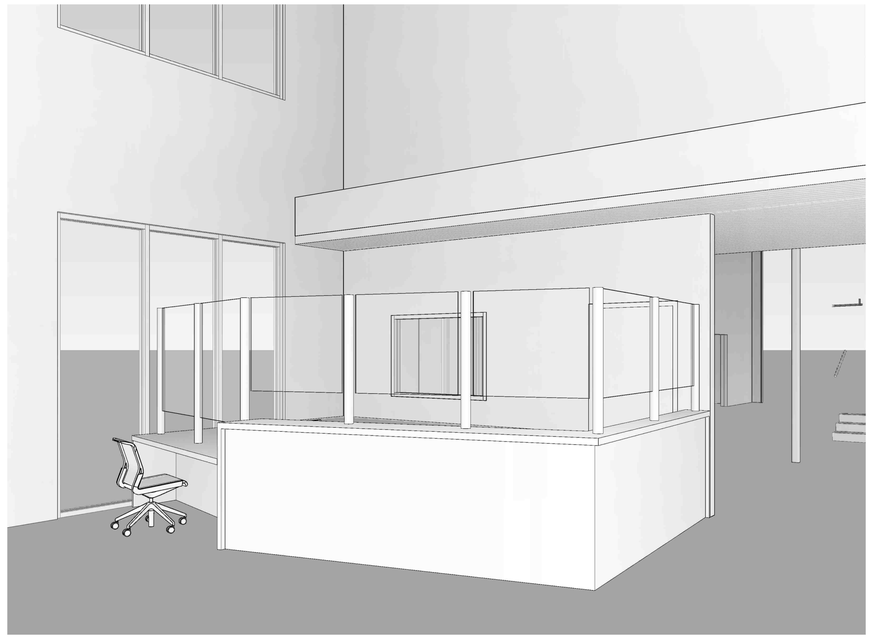
NEW
OFFICE/RECEPTION

COLAB ARCHITECTURE

Town of Superior



1 PR1.1 FIRST FLOOR REMODEL PLAN
1/4" = 1'-0"



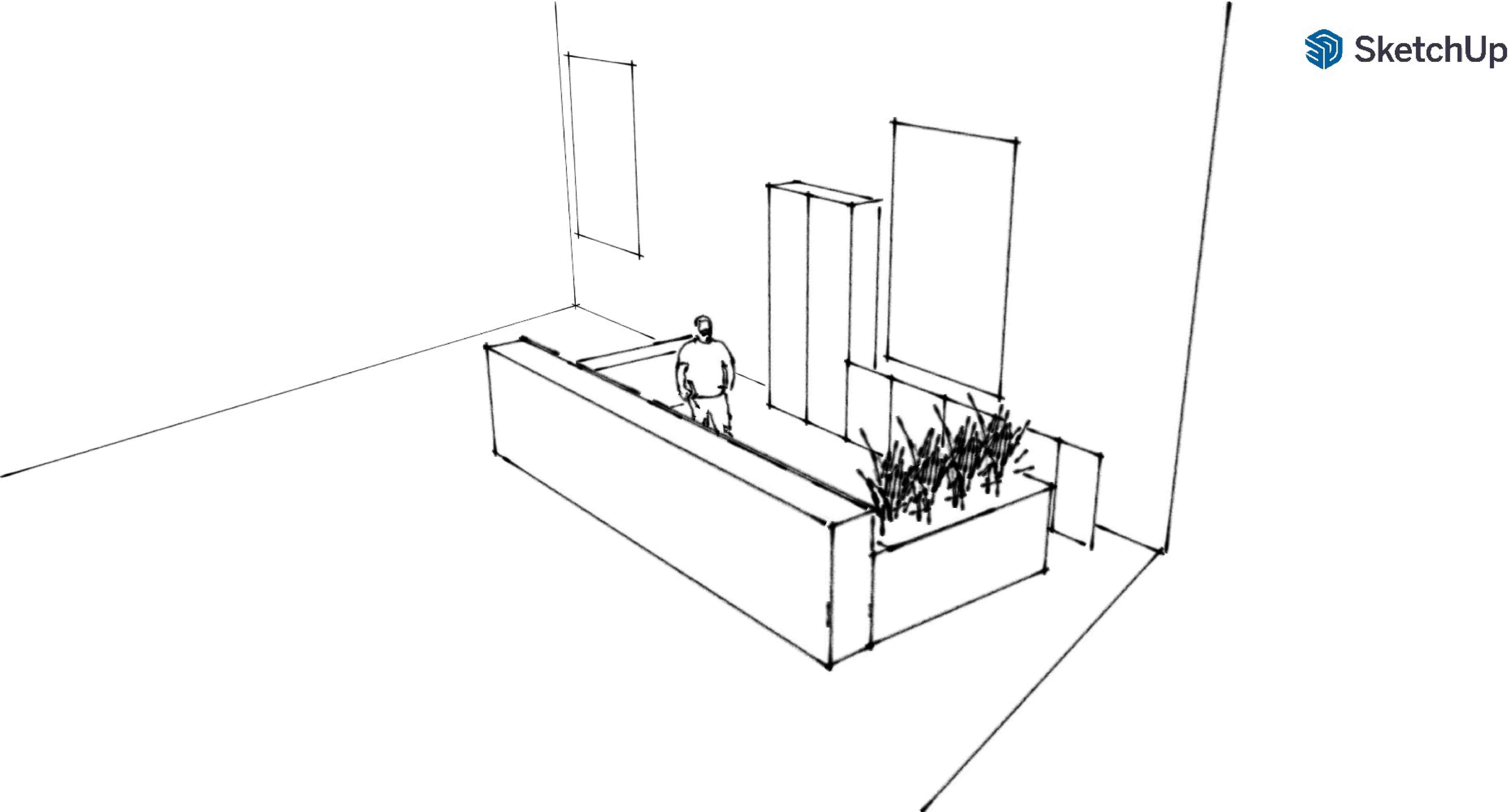
2 PR1.1 NEW RECEPTION 3D

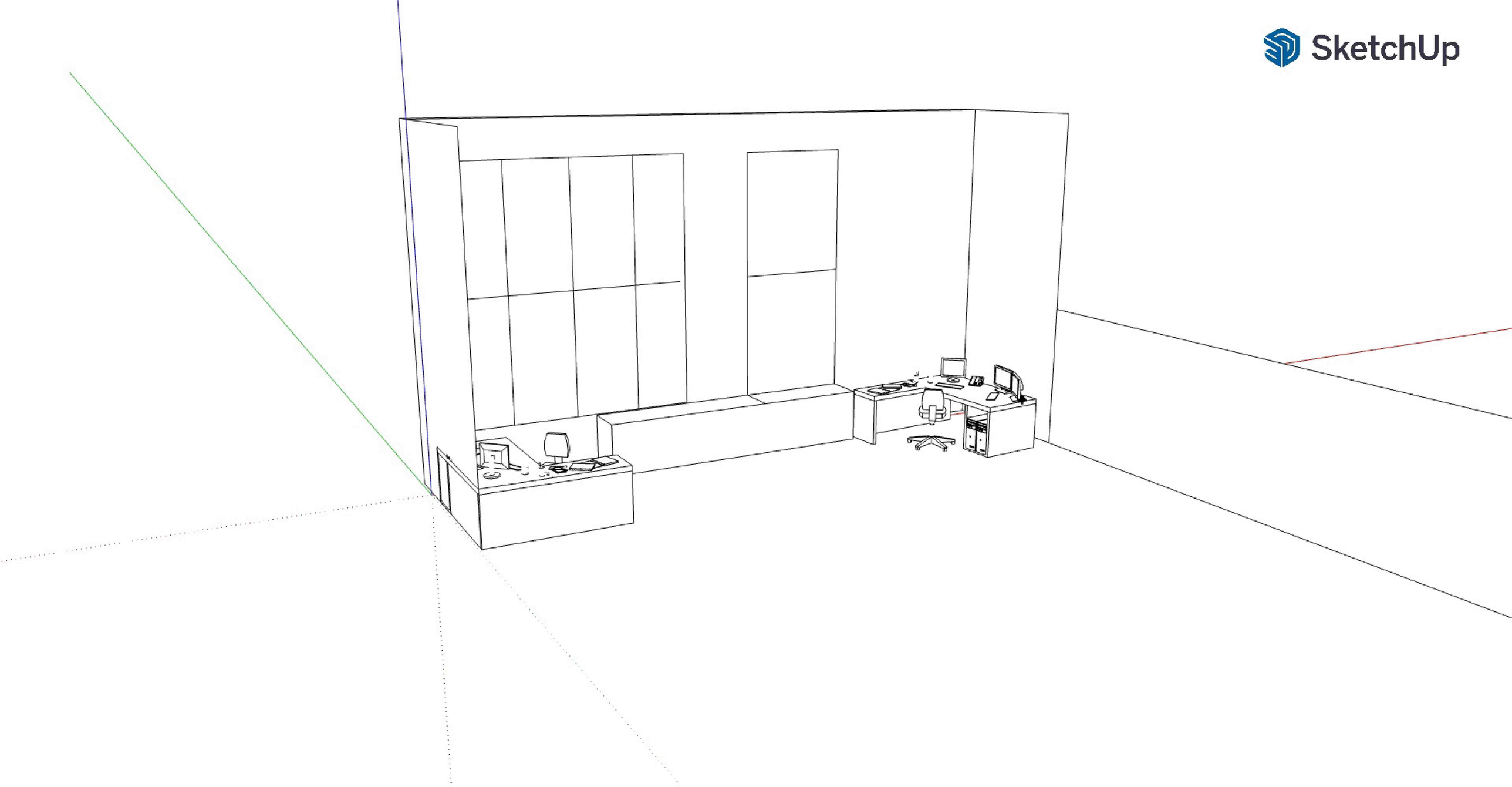
SUPERIOR COMMUNITY CENTER

NEW
OFFICE/RECEPTION

COLAB ARCHITECTURE

Town of Superior




SketchUp

TOWN OF SUPERIOR
RESOLUTION NO. R-22
SERIES 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR APPROVING A CHANGE ORDER, WITH COLLAB ARCHITECTURE FOR DESIGN #2 FOR THE COMMUNITY CENTER RECEPTION DESK PROJECT.

WHEREAS, the Town has identified a need to redesign the reception desk area at the Superior Community Center; and

WHEREAS, the Town Council finds it in the best interest of the public and staff of the Town to address the customer service, safety, office, storage, and ADA needs of staff and residents through a redesign process; and

WHEREAS, Collab Architecture completed redesign #1 of the Superior Community Center Reception Desk Project and is available to work with Town staff on redesign #2 that better meets the identified needs.

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

Section 1. The Town Council hereby approves the expenditure of $7,500 for Collab Architecture to complete redesign #2 for the Superior Community Center Reception Desk Project

ADOPTED this 14th day of April, 2025.

_____
Mark Lacis, Mayor

ATTEST:

_____
Shannon Dujardin, Town Clerk

ITEM NO. 6g

INFORMATION FOR MEETING
OF THE SUPERIOR TOWN COUNCIL

AGENDA ITEM NAME: **Consideration of an Ordinance of the Town Council of the Town of Superior Amending Chapter 2 of the Superior Municipal Code Regarding Officers of the Town**

MEETING DATE: **April 14, 2025**

PRESENTED BY: **Matt Magley, Town Manager**
Nicholas Hartman, Town Attorney

PRESENTED FOR: **Action**

BACKGROUND:
At the December 10, 2024 Special Election voters approved a Home Rule Charter for the Town. With the approved Charter, Town staff has started the process of updating the Code to conform with the Charter. These are changes to eliminate any conflicts between the Code and the Charter. The attached ordinance updates the Town Code regarding certain officers of the Town to align with the Charter.

RECOMMENDED ACTION:
Staff is recommending approval of the ordinance on first reading.

MOTION:
Move to an ordinance of the Town Council of the Town of Superior amending the Superior Municipal Code amending Chapter 2 of the Superior Municipal Code regarding Officers of the Town.

ATTACHMENT:

- Ordinance

TOWN OF SUPERIOR
ORDINANCE NO. O-6
SERIES 2025

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR AMENDING CHAPTER 2 OF THE SUPERIOR MUNICIPAL CODE REGARDING OFFICERS OF THE TOWN

WHEREAS, on December 10, 2024, the registered electors of the Town approved the Town of Superior Home Rule Charter (the "Charter");

WHEREAS, Section 4.02(3) of the Charter requires that the Town Attorney perform such duties as provided by ordinance;

WHEREAS, Section 4.03(4) of the Charter requires that the Municipal Judge perform such duties as provided by ordinance;

WHEREAS, Section 4.04(3) of the Charter requires that the Town Prosecutor perform such duties as provided by ordinance;

WHEREAS, Section 4.05(1) of the Charter changes supervisory authority of the Town Clerk from the Town Council to the Town Manager;

WHEREAS, the Charter does not provide for a Town Treasurer; and

WHEREAS, the Town Council now desires to align the Superior Municipal Code with the Charter in regard to Town officers and set forth the duties of the Town Attorney, the Municipal Judge and the Town Prosecutor.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SUPERIOR, COLORADO:

Section 1. Section 2-3-10 of the Superior Municipal Code is hereby repealed in its entirety and replaced as follows:

Sec. 2-3-10. – Appointed Officers

Officers of the Town shall be appointed pursuant to Article 4 of the Town's Home Rule Charter.

Section 2. Section 2-3-20 of the Superior Municipal Code is hereby amended as follows:

Sec. 2-3-20. – General powers and duties.

Appointed officers shall have such powers, ~~and~~ perform such duties, and be subject to such control and direction as prescribed by State law, the Town Charter and the Ordinances of the Town, and shall further perform any additional duties required by the Town Council, as directed ~~and shall be subject to the control and direction of the Town Council~~.

Section 3. Section 2-3-50 of the Superior Municipal Code is hereby repealed in its entirety.

Section 4. All references in the Superior Municipal Code to "Town Treasurer" shall be changed to "Finance Director". All references in the Superior Municipal Code to "Treasurer", when referencing the Town Treasurer, shall be changed to "Finance Director".

Section 5. Article III of Chapter 2 of the Superior Municipal Code is hereby amended by the addition of new Sections 2-3-70 and 2-3-80 to read as follows:

2-3-70. – Town Attorney.

The Town Attorney and their staff shall furnish all legal services required by the Town and may contract with other properly licensed and qualified attorneys for legal services that may require specialized legal work, such as water law or bond law, and also in cases of conflict. The Town Attorney shall attend meetings and conferences with the Town Council, Town staff, and Town boards, commissions and committees, as directed. The Town Attorney and their staff shall at all times comply with applicable law and the Colorado Rules of Professional Conduct.

2-3-80. – Town Prosecutor.

The Town Prosecutor and their staff shall prosecute Code violations, traffic infractions under the adopted Model Traffic Code, and any other matters properly cited into the Municipal Court. The Town Prosecutor shall also prosecute violations of the Colorado Liquor Code and the Colorado Beer Code. The Town Prosecutor and their staff shall at all times comply with applicable law and the Colorado Rules of Professional Conduct.

Section 6. Section 2-4-20 of the Superior Municipal Code is hereby repealed in its entirety and replaced as follows:

2-4-20. – Municipal Judge.

The Municipal Judge shall have all judicial powers relating to the operation of the court, subject to any rules of procedure governing the operation and conduct of municipal courts promulgated by the Colorado Supreme Court. The Municipal Judge shall have authority to issue local rules of procedure consistent with any rules of procedure adopted by the Colorado Supreme Court.

Section 7. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one or part or parts be declared unconstitutional or invalid.

Section 8. Safety. This Ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

Section 9. Effective Date. This Ordinance shall take effect 10 days after publication following adoption.

INTRODUCED, READ, PASSED AND ORDERED PUBLISHED this ___ day of _____, 2025.

_____
Mark Lacis, Mayor

ATTEST:

_____
Shannon Dujardin, Town Clerk

ITEM NO. 6h

INFORMATION FOR MEETING
OF THE SUPERIOR TOWN COUNCIL

AGENDA ITEM NAME: **First Reading of a Bond Ordinance – Authorizing the Issuance of the Town's 2025 Capital Improvement Projects (CIP) Sales and Use Tax Revenue Bonds (Maximum Aggregate Principal Amount of $20,000,000), Providing for the use of the Bond Proceeds to Pay or Reimburse the Town for the Costs of Capital Projects of the Town; and Other Details in Connection with the Bonds; and Authorizing the Execution of Other Agreements and Documents in Connection with the Bonds.**

MEETING DATE: **April 14, 2025**

PRESENTED BY: **Jeff Stone, Finance Director**

PRESENTED FOR: **Action**

BACKGROUND:

On November 5, 2024, the voters of the Town of Superior approved a ballot question for the issuance of bonds up to $20,000,000 with a maximum repayment cost of $32,000,000. These bonds will be funded exclusively through a dedicated 0.315% Capital Projects sales/use tax, approved by voters on November 5, 2024.

Staff is currently working toward a June/Early July 2025 bond closing for this debt issue. Butler Snow, LLP has been engaged as bond and special counsel on this debt issue. Hilltop Securities, Inc. has been engaged as financial advisor on this debt issue.

This Ordinance establishes certain parameters under which the debt will be issued including (information from page 11 of bond ordinance):

- Principal not to exceed $20,000,000 (Options below)

- Maximum annual repayment cost not to exceed $1,900,000 (currently estimated at $1,200,000 based on estimated sales and use tax revenues and debt coverage requirements)
- Net effective interest rate not to exceed 5.5% (currently estimated at below 5.00%)
- Bonds shall mature not later than December 1, 2050 (currently estimated at December 1, 2049)

The parameters in the Ordinance provide maximum limits for the Series 2025 Bonds and are based on the election question approved by voters. The actual size of the bond issuance will be dependent on the discussion on bond proceeds options detailed below and market conditions. One of the main factors determining the size of the bond issuance will be the targeted debt service coverage levels and final maturity.

Bond Proceeds Options:
(This does not have to be decided as part of the bond ordinance approval)
Below are estimated project fund amounts based on interest rates as of April 2nd:

- 25-year bonds with 1.25 debt coverage would provide an estimated $17.8M in projects funds. Total estimated repayment costs $29.9M (Staff Recommendation)
- 25-year bonds with 1.50 debt coverage would provide an estimated $15.0M in projects funds. Total estimated repayment costs $24.9M
- 20-year bonds with 1.25 debt coverage would provide an estimated $15.9M in projects funds. Total estimated repayment costs of $24.0M
- 20-year bonds with 1.50 debt coverage would provide an estimated $13.4M in projects funds. Total estimated repayments costs of $19.9M

Discussion on Debt Coverages:
- 1.25 debt coverage means there's an estimated 25% more revenue than the maximum annual debt service payment. This coverage would likely result in a BBB+ bond rating meaning a slightly higher interest rate than an A- rating. (Estimated at around 0.05% higher)
- 1.50 debt coverage means there's an estimated 50% more revenue than the maximum annual debt service payment. This coverage would likely result in an A- bond rating meaning a slightly lower interest rate than the BBB+ rating.

The disadvantage of using the 1.25 coverage comes if there is a downturn in the economy or a store closes and sales and use tax revenue drops. If the revenue drops more than 25%, the Town would either have to use other revenues, probably General Fund, to help make the debt service payment or default on the bonds.

Town staff and financial advisor have discussed how to reduce this risk. The Town would set aside the extra revenues above the debt service payments for the first two or three years to build the Town's own reserve to use in the case of a drop-in revenue in the future.

Stifel, Nicolaus & Company, Incorporated, Denver, Colorado (Stifel) has been identified as the bond underwriter for this transaction. As such, they will set the interest rates on the bonds, purchase the bonds from the Town, and sell to investors. The Town undertook a request for proposal (RFP) process to solicit interest from bond underwriting firms. Four firms submitted RFPs. Hilltop Securities, Inc. (Jason Simmons) and Town staff evaluated the RFPs and ultimately chose Stifel as underwriter based on a combination of factors include the quality of the RFP response, experience with similar credits, fees, and projected interest rates. Stifel's fee for these services is approximately 35 basis points or .35% of the bond issue amount (estimated at $61,250 to be paid from bond proceeds).

During the week of May 8th staff will have a ratings call with Standard and Poor's (S&P). After receipt of the S&P ratings (week of 5/22), staff, the bond underwriter (Stifel, Nicolaus & Company) and the Town's financial advisor (Hilltop Securities) will discuss debt structure, the need for a debt service reserve fund/bond insurance and timing of the bond sale. The bond Ordinance is not effective until 30 days after approval. Therefore, the earliest the Town would be able to issue this debt would be late-May. We will need to wait for the 2024 ACFR presentation to the Council as the ACFR is part of the Official Statement for the Bonds. This leads to the June/Early July 2025 bond closing.

STAFF RECOMMENDATION:
First reading of a bond Ordinance for the issuance of Capital Projects sales and use tax revenue bonds series 2025 in the maximum aggregate principal amount of $20,000,000.

BUDGET IMPLICATIONS:
This 2025 debt issuance was not included in the 2025 Town budget. Therefore, a budget amendment will be needed to create the new 2025 CIP project and debt service funds.

MOTION:
First Reading of a Bond Ordinance to approve authorizing the issuance of the Town's Capital Projects Sales and Use Tax Revenue Bonds series 2025.

ATTACHMENTS:
- Bond Ordinance for the issuance of Capital Projects sales and use tax revenue bonds series 2025 in the maximum aggregate principal amount of $20,000,000.

TOWN OF SUPERIOR
ORDINANCE NO. O-7
SERIES 2025

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR AUTHORIZING THE ISSUANCE OF THE TOWN'S CAPITAL PROJECTS SALES AND USE TAX REVENUE BONDS, PROVIDING FOR THE USE OF THE BOND PROCEEDS TO PAY OR REIMBURSE THE TOWN FOR THE COSTS OF CAPITAL PROJECTS OF THE TOWN AND OTHER DETAILS IN CONNECTION WITH THE BONDS, AND AUTHORIZING THE EXECUTION OF OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION WITH THE BONDS

WHEREAS, the Town is a municipal corporation and political subdivision of the State of Colorado (the "State") duly organized and existing under the Town's home rule charter (the "Charter") adopted pursuant to Article XX of the Colorado Constitution (the "Constitution");

WHEREAS, Section 8.11 of the Charter permits the Town to issue revenue bonds for the purpose of purchasing, equipping, constructing, or otherwise acquiring, extending or improving a water, sewer, or other public utility, facility or project, provided that the bonds or other obligation shall be made payable from the net revenues derived from the operation of such system, utility or project, or from the proceeds of any tax other than the general ad valorem tax imposed by the Town;

WHEREAS, Article X, § 20 of the Constitution requires voter approval in advance for any tax rate increase and for the creation of any multiple-fiscal year direct or indirect debt or other financial obligation, except for a refunding at a lower rate;

WHEREAS, at an election of the qualified electors of the Town, duly called and held on November 5, 2024 (the "2024 Election"), in accordance with law and pursuant to due notice, a majority of those qualified to vote and voting voted in favor of the imposition of a 0.315% sales and use tax increase for capital projects of the Town (the "Capital Projects Sales and Use Tax") and the issuance of indebtedness to be payable from the Capital Projects Sales and Use Tax, with the ballot question (the "2024 Ballot Question") being as follows:

> SHALL TOWN OF SUPERIOR DEBT BE INCREASED $20 MILLION, WITH A TOTAL REPAYMENT COST OF NOT TO EXCEED $32 MILLION (PRINCIPAL AND INTEREST) FOR THE PURPOSE OF FINANCING CAPITAL PROJECTS OF THE TOWN, INCLUDING BUT NOT LIMITED TO:

- CONSTRUCTING, RENOVATING, IMPROVING AND UPGRADING TOWN-OWNED SWIMMING POOLS;

- CONSTRUCTING, RENOVATING, IMPROVING AND UPGRADING PARKS AND PLAYGROUNDS;

- CONSTRUCTING AND IMPROVING STREETS;

AND SHALL TOWN TAXES BE INCREASED $1.9 MILLION IN THE FIRST FULL FISCAL YEAR AND BY SUCH ADDITIONAL AMOUNTS AS ARE GENERATED ANNUALLY THEREAFTER FROM THE IMPOSITION OF AN ADDITIONAL SALES AND USE TAX OF 0.315%; SUCH TAX INCREASE TO BEGIN ON JANUARY 1, 2025, AND CONTINUE SO LONG AS THE DEBT ISSUED PURSUANT TO THIS QUESTION REMAINS OUTSTANDING, BUT IN NO EVENT BEYOND DECEMBER 31, 2050; WHICH TAX REVENUES WILL BE USED FOR THE PAYMENT OF THE DEBT AUTHORIZED BY THIS QUESTION AND FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF CAPITAL IMPROVEMENTS OF THE TOWN; AND MAY THE DEBT ISSUED PURSUANT TO THIS QUESTION BE PAID FROM SUCH LEGALLY AVAILABLE REVENUES, BEAR INTEREST, AND BE SOLD IN ONE SERIES OR MORE AT A PRICE ABOVE, BELOW OR EQUAL TO THE PRINCIPAL AMOUNT OF SUCH DEBT AND WITH SUCH TERMS AND CONDITIONS, INCLUDING PROVISIONS FOR REDEMPTION PRIOR TO MATURITY WITH OR WITHOUT PAYMENT OF PREMIUM, ALL AS THE TOWN COUNCIL MAY DETERMINE; AND SHALL THE PROCEEDS FROM SUCH TAX AND DEBT PROCEEDS AND ANY INVESTMENT INCOME EARNED FROM SUCH PROCEEDS BE COLLECTED AND SPENT AS A VOTER-APPROVED REVENUE CHANGE UNDER SECTION 20 OF ARTICLE X OF THE COLORADO CONSTITUTION?;

WHEREAS, the returns of the 2024 Election were duly canvassed and the result thereof duly declared;

WHEREAS, the Town has not incurred any indebtedness pursuant to the authority conferred at the 2024 Election;

WHEREAS, the Town Council has determined and hereby determines that it is necessary and in the best interest of the Town to finance certain capital projects of the Town authorized in the 2024 Ballot Question, including but not limited to constructing, renovating and upgrading Town-owned swimming pools and constructing and improving streets (the "Project"), and that for such purpose there shall be issued the Town's Capital Projects Sales and Use Tax Revenue Bonds, Series 2025 the "Bonds"), to be payable solely from the Pledged Revenues and certain funds and accounts pledged hereunder;

WHEREAS, the Bonds will constitute an irrevocable lien on the Pledged Revenues on a parity with any Parity Lien Obligations hereafter issued;

WHEREAS, the Town Council intends to conduct a public sale of the Bonds for the purpose of defraying in whole or in part the costs of the Project;

WHEREAS, none of the members of the Town Council have any potential conflicting interests in connection with the authorization, issuance, or sale of the Bonds, or the use of the proceeds thereof;

WHEREAS, the following forms have been filed with the Town Clerk: the Paying Agent Agreement; the Continuing Disclosure Certificate; the Bond Purchase Agreement; and the Preliminary Official Statement (all as defined hereafter); and

WHEREAS, the Town Council desires to authorize the issuance and sale of the Bonds and the execution of the foregoing documents.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SUPERIOR, COLORADO:

Section 1. Definitions. As used herein, the following terms have the respective meanings set forth below, unless the context indicates otherwise.

Authorized Denominations: the amount of $5,000 or any integral multiple thereof.

Beneficial Owner: any person for which a Participant acquires an interest in the Bonds.

Bond Fund: the "Capital Projects Sales and Use Tax Revenue Bonds, Series 2025, Bond Fund" established by the provisions of this Ordinance for the purpose of paying the principal of, premium, if any, and interest on the Bonds, including the Interest Account and the Principal Account.

Bond Insurance Policy: a municipal bond insurance policy or financial guaranty insurance policy, if any, issued by the Bond Insurer guaranteeing the payment when due of the principal of and interest on the Bonds, if set forth in the Sale Certificate, and in the event that it is determined in the Sale Certificate that the Bonds will not be secured by a Bond Insurance Policy, all references herein to the Bond Insurance Policy shall be of no force and effect.

Bond Insurer: the provider, if any, of the Bond Insurance Policy, or any successor thereto, if set forth in the Sale Certificate, and if it is determined in the Sale Certificate that the Bonds will not be secured by a Bond Insurance Policy, then all references herein to the Bond Insurer shall be of no force and effect.

Bond Purchase Agreement: the agreement between the Town and the Underwriter concerning the purchase of the Bonds by the Underwriter.

Bond Year: the period commencing December 2 of any calendar year and ending December 1 of the following calendar year.

Bonds: the Capital Project Sales and Use Tax Revenue Bonds, Series 2025, as authorized by this Ordinance.

Business Day: a day of the year other than a Saturday or Sunday other than a day on which commercial banks located in the city in which the principal corporate trust office of the Paying Agent is located are required or authorized to remain closed and other than a day on which the New York Stock Exchange is closed.

Capital Improvement Projects Fund: the fund of the Town designated as the "2025 Capital Improvement Projects Fund" established by the provisions of Ordinance No. 0-18, Series 2024.

Capital Projects Sales and Use Tax: the 0.315% sales and use tax imposed by the Town pursuant to the 2024 Election and Town Ordinance No. 0-18, Series 2024.

Cede: Cede & Co., the nominee of DTC as record owner of the Bonds, or any successor nominee of DTC with respect to the Bonds.

Combined Maximum Annual Principal and Interest Requirements: with regard to any one or more particular issues of bonds, notes, contracts, or other obligations, the maximum annual payments of principal of and interest on all of said obligations (excluding redemption premiums) to become due during any Fiscal Year while such obligations are outstanding; provided that (i) such computation shall assume the redemption and payment of obligations subject to mandatory redemption, but shall be made without regard to any right of optional redemption which has not been exercised; (ii) such computation shall be made without regard to any right of acceleration of any obligations unless at the time of the computation such obligations have been accelerated thereunder; and (iii) for obligations which bear a variable interest rate, such computation shall be made upon the assumption that the obligations bear a rate 2% higher than the rate then borne by such obligations.

Continuing Disclosure Certificate: the Continuing Disclosure Certificate for the Bonds executed by the Town.

Costs of Issuance Fund: the Costs of Issuance Fund created by this Ordinance, which shall be held and administered by the Paying Agent pursuant to the provisions of the Paying Agent Agreement.

C.R.S.: the Colorado Revised Statutes, as amended. and supplemented as of the date hereof.

Depository: any securities depository as the Town may provide and appoint, in accordance with the guidelines of the Securities and Exchange Commission, which shall act as securities depository for the Bonds.

DTC: the Depository Trust Company, New York, New York, and its successors and assigns.

Event of Default: any one or more of the events of default set forth in Section 25 hereof .

Federal Securities: bills, certificates of indebtedness, notes, or bonds which are direct obligations of, or the principal and interest of which obligations are unconditionally guaranteed by, the United States of America.

Finance Director: the Finance Director of the Town, or such person's successor in function.

Fiscal Year: the 12-month period commencing on the first day of January of any calendar year and ending on the last day of December of the same calendar year, or any other 12-month period which the Town or other appropriate authority hereafter may establish as the Town's fiscal year.

Interest Payment Date: June 1 and December 1 of each year, commencing on the date set forth in the Sale Certificate.

Interest Account: an account of the Bond Fund established by the provisions hereof for the purpose of paying the interest on the Bonds.

Mayor: the Mayor of the Town, or such person's successor in function.

Official Statement: the Official Statement delivered in connection with the original issuance and sale of the Bonds.

Ordinance: this Ordinance which authorizes the issuance of the Bonds, including any amendments properly made hereto.

Outstanding: as of any date of calculation, all Bonds or Parity Lien Bonds theretofore executed, issued and delivered by the Town except:

(a) Bonds or Parity Lien Bonds theretofore cancelled by the Town, the Paying Agent, or surrendered to the Town, or the Paying Agent for cancellation;

(b) Bonds or Parity Lien Bonds in lieu of or in substitution for which other Bonds or Parity Lien Bonds shall have been executed, issued and delivered by the Town and authenticated by the Paying Agent unless proof satisfactory to the Paying Agent is presented that any such Bonds or Parity Lien Bonds are duly held by the lawful registered owners thereof; or

(c) Bonds or Parity Lien Bonds deemed to have been paid as provided in Section 24 of the Ordinance or any similar provision of an ordinance authorizing the issuance of Parity Lien Bonds.

For purposes of this definition, the term Paying Agent shall include a registrar or paying agent for any Parity Lien Bonds.

Owner: the registered owner of any Bond, as shown by the registration books maintained by the Paying Agent.

Parity Lien Obligations: any bonds, notes, certificates, contracts, or other similar obligations issued or executed by the Town payable in whole or in part from the Pledged Revenues and having a lien thereon on a parity with the lien of the Bonds.

Participants: any broker-dealer, bank, or other financial institution which DTC or another Depository holds the Bonds.

Paying Agent: UMB Bank, n.a., Denver, Colorado, or its successor, which shall perform the function of paying agent, registrar and transfer agent with respect to the Bonds.

Paying Agent Agreement: the agreement between the Town and the Paying Agent concerning the registration, transfer, exchange, and payment of the Bonds.

Permitted Investments: any investment or deposit the Town is permitted to make under then-applicable law, subject to such agreements or covenants, if any, made by the Town.

Pledged Revenues: includes the following:

(a) Revenues derived from the Capital Projects Sales and Use Tax, including investment income thereon;

(b) Any additional legally available taxes (other than general ad valorem taxes), funds or revenues which the Town Council hereafter pledges to the payment of the Bonds or any Parity Lien Obligations; and

(c) The proceeds derived by the Town from any legally available tax or taxes or fees (other than general ad valorem taxes) which replace or supersede the Capital Projects Sales and Use Tax, regardless of whether such taxes or fees are imposed by the Town, the State or any other political subdivision thereof;

but does not include the following:

(a) Any amounts determined, pursuant to the Sales and Use Tax Ordinance and other applicable law, to be subject to valid claims for refunds;

(b) Amounts in or required to be paid into any rebate fund or account for the Bonds or any Parity Lien Obligations;

(c) Moneys retained by the Town for costs of collection, administration and enforcement of the Capital Projects Sales and Use Tax;

(d) Amounts lawfully withheld by retailers;

(e) The proceeds of any increase in the Capital Projects Sales and Use Tax which may be approved in the future unless expressly pledged to the payment of the Bonds by the Town Council;

(f) Any sales or use taxes of the Town other than the Capital Projects Sales and Use Tax, unless expressly pledged to the payment of the Bonds by the Town Council; or

(g) Incremental sales taxes which are pledged to the payment of obligations issued pursuant to an urban renewal plan as defined in C.R.S. § 31-25-103(9), a plan of development as defined in C.R.S. § 31-25-802(6.4), or a value capture plan as defined in C.R.S. § 43-4-508.

Preliminary Official Statement: the Preliminary Official Statement related to the Bonds.

Principal Account: an account of the Bond Fund established by this Ordinance for the purpose of paying the principal of the Bonds.

Project: the financing of certain capital projects of the Town authorized in the 2024 Ballot Question, including but not limited to constructing, renovating and upgrading Town-owned swimming pools and constructing and improving streets, the debt for which was authorized at the 2024 Election, and which is being financed or reimbursed with the net proceeds of the Bonds.

Record Date: the 15th day of the calendar month next preceding each Interest Payment Date.

Reserve Fund Requirement: the amount set forth in the Sale Certificate, which is to be maintained in the Reserve Fund, if any.

Reserve Fund: any Reserve Fund established to secure the payment of the principal of and interest on all or any portion of the Bonds in accordance with the provisions of the Sale Certificate and Section 21 hereof; and if a Reserve Fund is created in the Sale Certificate, the terms and provisions of the Sale Certificate relating to the Reserve Fund shall be incorporated herein as if set forth herein; and if a Reserve Fund is not created in the Sale Certificate, all references herein to the Reserve Fund and Reserve Fund Requirement shall be of no force and effect.

Reserve Fund Insurance Policy: any insurance policy, surety bond, irrevocable letter of credit or similar instrument deposited in or credited to the Reserve Fund in lieu of or in partial substitution for moneys on deposit therein.

Sales and Use Tax Ordinance: Articles II and III of Chapter 4 of the Superior Municipal Code.

Sale Certificate: a certificate executed by the Mayor, Town Manager or Finance Director dated on or before the date of delivery of the Bonds, setting forth the determinations that may be delegated to such officials pursuant to C.R.S. § 11-57-205.

Special Record Date: the record date for determining Bond ownership for purposes of paying defaulted interest, as such date may be determined pursuant to this Ordinance.

Subordinate Lien Obligations: bonds, notes, certificates, warrants, contracts or other financial obligations or securities issued or executed by the Town payable from a lien on the Pledged Revenues which is subordinate or junior to the lien of the Bonds.

Supplemental Act: the "Supplemental Public Securities Act," being Title 11, Article 57, Part 2, C.R.S.

Surety Provider: the Bond Insurer or any other entity issuing a Reserve Fund Insurance Policy with respect to the Bonds, if any.

Tax Code: the Internal Revenue Code of 1986, as amended to the date of issuance of the Bonds.

Tax Compliance Certificate: the tax compliance and no arbitrage certificate executed by the Town in connection with the initial issuance of the Bonds, as it may from time to time be modified pursuant to its terms.

Term Bonds: Bonds that are payable on or before their specified maturing dates from sinking fund payments established for that purpose and calculated to retire such Bonds on or before their specified maturity dates.

Town Clerk: the Town Clerk of the Town or, in such person's absence, the deputy Town Clerk of the Town.

Town Manager: the Town Manager of the Town or, in such person's absence, the Assistant Town Manager of the Town.

Underwriter: the Stifel, Nicolaus & Company, Incorporated.

Section 2. Finding of Best Interest; Ratification and Approval of Prior Actions. The Town Council hereby finds and determines, pursuant to the Constitution and the laws of the State, that the issuance of the Bonds and the acquisition of the Project and the payment or reimbursement of the costs of such acquisition, pursuant to the terms set forth in this Ordinance and the Sale Certificate, are necessary, convenient, and in furtherance of the Town's public purposes and are in the best interests of the Town and the Town Council hereby authorizes and approves the same. All actions heretofore taken by the officers of the Town and the members of the Town Council, not inconsistent with the provisions of this Ordinance relating to the authorization, sale, issuance, and delivery of the Bonds, and the acquisition of the Project are hereby ratified, approved, and confirmed.

Section 3. Authorization.

(a) In accordance with the Constitution, the Charter, the Supplemental Act, the 2024 Election, and all other laws of the State thereunto enabling, there shall be issued the Town's "Capital Projects Sales and Use Tax Revenue Bonds, Series 2025," in the maximum aggregate principal amount of $20,000,000, for the purpose

of paying or reimbursing the Town for the costs of the Project, and paying the costs of issuing the Bonds.

(b) The Town elects to apply all of the provisions of the Supplemental Act to the Bonds. The Bonds shall recite that they are issued under the authority of the Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value.

Section 4. Delegated Authority and Parameters.

(a) Pursuant to C.R.S. § 11-57-205, the Town Council delegates to each of the Mayor, Town Manager and Finance Director the independent authority to make any determination delegable pursuant to C.R.S. § 11-57-205 in relation to the Bonds, and to execute a sale certificate (the "Sale Certificate") setting forth such determinations, subject to the following parameters and restrictions:

(i) the net effective interest rate of the Bonds shall not exceed 5.50%;

(ii) the aggregate principal amount of the Bonds shall not exceed $20,000,000;

(iii) the maximum annual repayment cost of the Bonds shall not exceed $1,900,000;

(iv) the total repayment cost of the Bonds shall not exceed $32,000,000;

(v) the purchase price of the Bonds shall not be less than 100% of the aggregate principal amount of the Bonds; and

(vi) the Bonds shall mature no later than December 1, 2050.

(b) Pursuant to C.R.S. § 11-57-205, the Town Council delegates to each of the Mayor, Town Manager and Finance Director the independent authority to select the purchaser of the Bonds, to sign a contract for the purchase of the Bonds and to accept a binding bid for the Bonds and to execute any agreement or agreements in connection therewith (including the Bond Purchase Agreement in substantially the form presented to the Town Council).

(c) The Mayor, Town Manager and Finance Director are each independently authorized to determine if obtaining municipal bond insurance for all or a portion of the Bonds is in the best interests of the Town, and if so, to select a Bond Insurer to issue a Bond

Insurance Policy, execute a commitment relating to the same and execute any related documents or agreements required by such commitment. The Mayor, Town Manager and Finance Director are each independently authorized to determine if the Bonds shall be secured by a Reserve Fund and whether obtaining a Reserve Fund Insurance Policy to fund the Reserve Fund is in the best interests of the Town, and if so, to select a Surety Provider to issue a Reserve Fund Insurance Policy and execute any related documents or agreements required by such commitment.

(d) The delegation set forth in this Section 4 shall be effective for one year following the date hereof.

Section 5. Special Obligations. The principal of and interest on the Bonds shall be payable solely from the Pledged Revenues and from amounts on deposit in the Capital Improvement Projects Fund, the Bond Fund and the Reserve Fund, if any, as provided herein. The Town irrevocably pledges the Pledged Revenues and amounts on deposit in the Capital Improvement Projects Fund, the Bond Fund and the Reserve Fund, on the terms provided herein, to the payment of the principal of and interest on the Bonds. The payment of the principal of and interest on the Bond is secured by an irrevocable lien (but not necessarily an exclusive lien) on the Pledged Revenues on parity with the any Parity Lien Obligations hereafter issued. Amounts on deposit in the Bond Fund and the Reserve Fund shall secure the payment of the Bonds, but shall not secure the payment of any Parity Lien Obligations hereafter issued unless otherwise provided in the Sale Certificate or in the documents authorizing such Parity Lien Obligations. The Owners of the Bonds may not look to any general or other revenue of the Town, or any ad valorem property taxes levied or collected by the Town for the payment of the principal of and interest on the Bonds, and the Bonds shall not constitute a debt or an indebtedness of the Town within the meaning of any constitutional or statutory provision or limitation; nor shall they be considered or held to be general obligations of the Town. None of the covenants, agreements, representations and warranties contained herein or in the Bonds shall ever impose or be construed as imposing any liability, obligation or charge against the Town (except to the extent of the Pledged Revenues) or its general credit, payable out of its general funds or out of any funds derived from ad valorem property taxation. The payment of the Bonds is not secured by an encumbrance, mortgage or other pledge of any property, except the Pledged Revenues as provided herein, nor is the payment secured by the full faith and credit of the Town. The creation, perfection, enforcement, and priority of the pledge of the Pledged Revenues to secure or pay the Bonds shall be governed by C.R.S. § 11-57-208 and this Ordinance. The Pledged Revenues shall immediately be

subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge on the Pledged Revenues shall be on a parity with and any Parity Lien Obligations hereafter issued, and shall have priority over any and all other obligations and liabilities of the Town secured by the Pledged Revenues. The lien of such pledge shall be valid, binding, and enforceable against all persons having claims of any kind in tort, contract, or otherwise against the Town irrespective of whether such persons have notice of such liens.

Section 6. Bond Details. The Bonds shall be issued only as fully registered Bonds without coupons in Authorized Denominations. Unless the Town shall otherwise direct, the registered Bonds shall be numbered separately from 1, with the number of each Bond preceded by "R-." The Bonds shall be dated as of the date of their delivery. The Bonds shall mature on December 1, in the years and amounts and be subject to prior redemption as set forth herein and in the Sale Certificate. The Bonds shall bear interest from the most recent Interest Payment Date to which interest has been paid, or if no interest has been paid, from their date until their respective maturities (or prior redemption) at the rates set forth in the Sale Certificate. Interest on the Bonds shall be calculated on the basis of a 360-day year of twelve 30-day months, payable semiannually on each June 1 and December 1, commencing on the date provided in the Sale Certificate.

Section 7. Payment of Bonds; Paying Agent. The principal of, premium, if any, and final interest payment on each Bond shall be payable at the principal corporate trust office of the Paying Agent, or at such other office as the Paying Agent directs in writing to the Owners of the Bonds, or at the principal office of its successor, upon presentation and surrender of the Bond. Payment of interest on any Bond (other than the final interest payment) shall be made to the Owner thereof by the Paying Agent on or before each Interest Payment Date (or if such Interest Payment Date is not a Business Day, on or before the next succeeding Business Day), to such Owner at such person's address as it appears on the registration records kept by the Paying Agent on the Record Date; but any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the Owner thereof at the close of business on the Record Date and shall be payable to the person who is the Owner thereof at the close of business on a Special Record Date for the payment of any such defaulted interest. Such Special Record Date and the date fixed for payment of such defaulted interest shall be fixed by the Paying Agent whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the Owners not less than 10 days prior to the Special Record Date

by first-class mail to each such Owner as shown on the Paying Agent's registration books on a date selected by the Paying Agent, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest. The Paying Agent may make payments of interest on any Bond by such alternative means as may be mutually agreed to between the Owner of such Bond and the Paying Agent. If any Bond is not paid upon its presentation and surrender at or after its maturity or prior redemption, interest shall continue at its stated simple interest rate per annum until the principal thereof is paid in full. All such payments shall be made in lawful money of the United States of America. Notwithstanding anything herein to the contrary, the Town shall not be obligated to pay more than the amount permitted by law and its electoral authorization in repayment of the Bonds, including all payments of principal, premium, if any, and interest, and all Bonds will be deemed defeased and no longer outstanding upon the payment by the Town of such amount.

Section 8. Prior Redemption.

(a) The Bonds shall be subject to redemption at the option of the Town from any legally available funds on the dates, at the prices, and in the manner set forth in the Sale Certificate.

(b) The Term Bonds, if any, shall be subject to mandatory sinking fund redemption at the times, in the amounts and at the prices provided in the Sale Certificate.

(c) On or before the 30th day prior to each such sinking fund payment date, the Paying Agent shall proceed to call the Term Bonds, if any, as provided herein and in the Sale Certificate (or any Term Bond or Term Bonds issued to replace such Term Bonds) for redemption from the sinking fund on the next December 1, and give notice of such call without further instruction or notice from the Town. At its option, to be exercised on or before the 60th day next preceding each such sinking fund Redemption Date, the Town may (i) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory sinking fund redemption on such date in an aggregate principal amount desired, or (ii) receive a credit in respect of its sinking fund redemption obligation for any Term Bonds of the maturity and interest rate subject to mandatory sinking fund redemption on such date, which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and canceled by the Paying Agent and not theretofore applied as a credit against any sinking fund redemption obligation. Each Term Bond so delivered or previously redeemed will be credited by the Paying Agent at the principal amount thereof against the obligation of the Town on such sinking fund date and such sinking fund

obligation will be accordingly reduced. The Town will on or before the 60th day next preceding each sinking fund Redemption Date furnish the Paying Agent with its certificate indicating whether or not and to what extent the provisions of (i) and (ii) of the first sentence of this subsection (c) are to be availed with respect to such sinking fund payment. Failure of the Town to deliver such certificate shall not affect the Paying Agent's duty to give notice of sinking fund redemption as provided in this subsection.

(d) In the case of Bonds of a denomination larger than $5,000, a portion of such Bond ($5,000 or any integral multiple thereof) may be redeemed, in which case the Paying Agent shall, without charge to the owner of such Bond, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof.

(e) Unless waived in writing by the Owner of a Bond to be redeemed, notice of redemption shall be given by the Paying Agent in the name of the Town by mailing such notice at least 30 days and not more than 60 days prior to the redemption date, by first-class mail, postage prepaid, to the Owners of the Bonds to be redeemed at their addresses as shown on the registration records, or in the event that the Bonds to be redeemed are registered in the name of DTC (or its designee), such notice may, in the alternative, be given by electronic means in accordance with the requirements of DTC. Notwithstanding the foregoing, the Paying Agent may provide notice of redemption by such alternative means as may be mutually agreed to between the Owner of the Bonds and the Paying Agent. Failure to give such notice to the Owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any other Bonds. All such notices of redemption shall be dated and shall state: (i) the redemption date, (ii) the redemption price, (iii) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed, (iv) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and (v) if applicable, the place where such Bonds are to be surrendered for payment of the redemption price. Except as provided below, after such notice has been given in the manner provided herein, the Bond or Bonds called for redemption shall become due and payable on the designated redemption date, and upon presentation thereof the Town shall pay the Bond or Bonds called for redemption. Installments of interest due on the redemption date shall be payable as provided in this Ordinance for the payment of interest. A certificate by the Paying Agent that a notice of redemption has been given as

herein set forth shall be conclusive and receipt by the Owner of a notice of redemption shall not be a condition precedent to the redemption of that Bond. Unless waived by the Paying Agent, the Town agrees to provide the Paying Agent with not less than 10 days' notice of any prior redemption.

(f) Notwithstanding the provisions of this Section, any notice of redemption shall either (i) contain a statement that the redemption is conditioned upon the receipt by the Paying Agent on or before the redemption date of funds sufficient to pay the redemption price of the Bonds so called for redemption, and that if such funds are not available, such redemption shall be cancelled by written notice to the Owners of the Bonds called for redemption in the same manner as the original redemption notice was given, or (ii) be given only if funds sufficient to pay the redemption price of the Bonds so called for redemption are on deposit in the applicable fund or account or in an escrow account.

(g) All Bonds surrendered for redemption pursuant to the provisions of this Section shall be canceled by the Paying Agent in accordance with its customary practices and applicable retention laws and shall not be reissued.

Section 9. Book-Entry System.

(a) Notwithstanding any contrary provision of this Ordinance, the Bonds initially shall be evidenced by one Bond for each maturity and interest rate in denominations equal to the aggregate principal amount of the Bonds of the same maturity and interest rate. Such initially delivered Bonds shall be registered in the name of Cede. The Bonds may not thereafter be transferred or exchanged except:

(i) to any successor of DTC or its nominee, which successor must be both a "clearing corporation" as defined in C.R.S. § 4-8-102(a)(5), and a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended;

(ii) upon the resignation of DTC or a successor or new Depository under clause (i) or this clause (ii) of this subsection (a), or a determination by the Town Council that DTC or such successor or a new Depository is no longer able to carry out its functions, and the designation by the Town Council of another Depository acceptable to the Town Council and to the Depository then holding the Bonds, which new Depository must be both a "clearing corporation" as defined in C.R.S. § 4-8-102(a)(5) and a qualified and registered

"clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended, to carry out the functions of DTC or such successor new Depository; or

(iii) upon the resignation of DTC or a successor or new Depository under subsection (i) hereof or designation of a new Depository pursuant to subsection (ii) hereof, or a determination of the Town Council that DTC or such successor or Depository is no longer able to carry out its functions, and the failure by the Town Council, after reasonable investigation, to locate another Depository institution under subsection (ii) hereof to carry out such Depository functions.

(b) In the case of a transfer to a successor of DTC or its nominee as referred to in subsection (a)(i) or (a)(ii) of this Section 9, upon receipt of the outstanding Bonds by the Paying Agent together with written instructions for transfer satisfactory to the Paying Agent, a new Bond for each maturity and interest rate of the Bonds then outstanding shall be issued to such successor or new Depository, as the case may be, or its nominee, as is specified in such written transfer instructions. In the case of a resignation or determination under subsection (a)(iii) of this Section 9 and the failure after reasonable investigation to locate another qualified Depository for the Bonds as provided in subsection (a)(iii) of this Section 9, and upon receipt of the outstanding Bonds by the Paying Agent, together with written instructions for transfer satisfactory to the Paying Agent, new Bonds shall be issued in authorized denominations as provided in this Ordinance, and registered in the names of such Persons as are requested in such written transfer instructions; however, the Paying Agent shall not be required to deliver such new Bonds within a period of less than 60 days from the date of receipt of such written transfer instructions.

(c) The Town and the Paying Agent shall be entitled to treat the Owner of any Bond as the absolute owner thereof for all purposes hereof and any applicable laws, notwithstanding any notice to the contrary received by any or all of them and the Town and the Paying Agent shall have no responsibility for transmitting payments or notices to the Beneficial Owners of the Bonds held by DTC or any successor or new Depository named pursuant to subsection (a) of this Section 9.

(d) The Town and the Paying Agent shall endeavor to cooperate with DTC or any successor or new Depository named pursuant to subsection (a)(i) or (a)(ii) of this Section 9 in effectuating payment of the principal amount of the Bonds upon maturity or prior

redemption by arranging for payment in such a manner that funds representing such payments are available to the Depository on the date they are due.

(e) Upon any partial redemption of any maturity and interest rate of the Bonds, Cede in its discretion may request the Town to issue and authenticate a new Bond or shall make an appropriate notation on the Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case the Bond must be presented to the Paying Agent prior to payment. The records of the Paying Agent shall govern in the case of any dispute as to the amount of any partial prepayment made to Cede.

Section 10. Form and Execution of Bonds. The Bonds shall be executed with the facsimile or manual signature of the Mayor of the Town, sealed with a facsimile or manual impression of the seal of the Town, and attested by the facsimile or manual signature of the Town Clerk. Should any officer whose facsimile or manual signature appears on the Bonds cease to be such officer before delivery of the Bonds to a purchaser, such facsimile or manual signature shall nevertheless be valid and sufficient for all purposes. The Bonds shall be in substantially the form set forth as **Exhibit A**, attached hereto and incorporated herein by this reference, with such omissions, insertions, endorsements and variations as may be required by the circumstances, be required or permitted by this Ordinance or the Sale Certificate or necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto.

Section 11. Authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until a certificate of authentication on such Bond substantially in the form set forth in Exhibit A shall have been duly executed by the Paying Agent, and such executed certificate of the Paying Agent upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The Paying Agent's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer or signatory of the Paying Agent, but it shall not be necessary that the same officer or signatory sign the certificate of authentication on all of the Bonds issued hereunder.

Section 12. Delivery of Bonds. Upon the payment of the purchase price set forth in the Bond Purchase Agreement, the Town shall execute the Bonds and deliver them to the Paying Agent, and the Paying Agent shall authenticate the Bonds and deliver them to

the purchasers thereof or to a Depository, as directed by the Town and the Underwriter in accordance with the Bond Purchase Agreement.

Section 13. Registration, Exchange, and Transfer of Bonds; Persons Treated as Owners. The Paying Agent shall maintain the books of the Town for the registration of ownership of each Bond as provided in this Ordinance. Bonds may be exchanged at the principal office of the Paying Agent for a like aggregate principal amount of Bonds of the same maturity bearing the same interest rate of other Authorized Denominations. Bonds may be transferred upon the registration books upon delivery of the Bonds to the Paying Agent, accompanied by a written instrument or instruments of transfer in form and with guaranty of signature satisfactory to the Paying Agent, duly executed by the Owner of the Bonds to be transferred or such person's attorney-in-fact or legal representative, containing written instructions as to the details of the transfer of such Bonds, along with the social security number or federal employer identification number of such transferee. No transfer of any Bond shall be effective until entered on the registration books. In all cases of the transfer of a Bond, the Paying Agent shall enter the transfer of ownership in the registration books and shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of Authorized Denominations of the same maturity and interest rate for the aggregate principal amount which the registered owner is entitled to receive at the earliest practicable time. The Paying Agent shall charge the owner of the Bond for every such transfer or exchange an amount sufficient to reimburse it for its reasonable fees and for any tax or other governmental charge required to be paid with respect to such transfer or exchange. The Town and the Paying Agent shall not be required to issue or transfer any Bonds: (a) during a period beginning at the close of business on the Record Date and ending at the opening of business on the first Business Day following the ensuing Interest Payment Date, or (b) during the period beginning at the opening of business on a date 45 days prior to the date of any redemption of Bonds and ending at the opening of business on the first Business Day following the day on which the applicable notice of redemption is sent. The Paying Agent shall not be required to transfer any Bonds selected or called for redemption, in whole or in part. New Bonds delivered upon any transfer or exchange shall be valid obligations of the Town, evidencing the same obligation as the Bonds surrendered, shall be secured by this Ordinance, and shall be entitled to all of the security and benefits hereof to the same extent as the Bonds surrendered. The Town and the Paying Agent may deem and treat the registered Owner of any Bond as the absolute owner thereof for all purposes (whether or not such Bond shall be

overdue), and any notice to the contrary shall not be binding upon the Town or the Paying Agent.

Section 14. Cancellation of Bonds. Whenever any Bond is delivered to the Paying Agent for cancellation pursuant to this Ordinance and upon payment of the principal amount and interest represented thereby, or whenever any Bond is delivered to the Paying Agent for transfer or exchange pursuant to the provisions hereof, such Bond shall be cancelled by the Paying Agent in accordance with the customary practices of the Paying Agent and applicable retention laws.

Section 15. Lost Bonds. Any Bond that is lost, stolen, destroyed, or mutilated may be replaced by the Paying Agent in accordance with applicable law. The applicant for any such replacement Bond shall post such security, pay such costs, and present such proof of ownership and loss as may be required by applicable law, or in the absence of specific requirements, as may be required by the Paying Agent.

Section 16. Disposition and Investment of Proceeds. The Bonds shall be issued and sold to pay or reimburse the Town for the acquisition and construction of the Project and to pay the costs of issuance of the Bonds. Neither the Underwriter nor any subsequent Owners shall be responsible for the application or disposal by the Town or any of its officers of the funds derived from the sale thereof. All or any portion of the Bond proceeds may be temporarily invested or reinvested by the Town, pending such use, in securities or obligations which are Permitted Investments.

Section 17. Funds and Accounts.

(a) The "2025 Capital Improvement Projects Fund" established by Ordinance No. 0-18, Series 2024 is continued.

(b) The Bond Fund, which shall include the Interest Account and the Principal Account, is created and established and shall be maintained by the Town in accordance with the provisions of this Ordinance.

(c) The Reserve Fund is created and established and shall be maintained by the Town in accordance with the provisions of this Ordinance.

(d) The Costs of Issuance Fund is created and established with the Paying Agent and shall be maintained and applied in accordance with the Paying Agent Agreement.

Section 18. Initial Credits. The proceeds of the Bonds (including any original issue premium) shall be disbursed as follows:

(a) To the Reserve Fund, if any, the amount of the Reserve Fund Requirement as set forth in the Sale Certificate;

(b) To the Costs of Issuance Fund, the amount set forth in the Sale Certificate; and

(c) To the Town, the amount set forth in the Sale Certificate to pay or reimburse the Town for acquiring and constructing the Project.

Section 19. Capital Improvement Projects Fund. The Town shall credit to the Capital Improvement Projects Fund held and administered by the Town all revenue derived from the Capital Projects Sales and Use Tax immediately upon receipt. Thereafter, the Town shall apply the Pledged Revenues on deposit in such fund each month in the following order of priority. For purposes of the following, when credits to more than one fund, account, or purpose are required at any single priority level, such credits shall rank *pari passu* with each other.

(a) FIRST: To the credit of the Bond Fund established herein the amounts required to pay the principal of and interest on the Bonds (in accordance with Section 20 hereof), and to the credit of any other fund or account established for the payment of the principal of and interest on any Parity Lien Obligations, in the amounts required by the ordinance or other documents pursuant to which the Parity Lien Obligations are issued.

(b) SECOND: To the credit the Reserve Fund, the amounts required hereby or by the Sale Certificate, and to any sinking fund, reserve fund, or similar fund or account established in connection with the Bonds or any Parity Lien Obligations, the amounts required by the ordinance or other documents pursuant to which such Bonds are issued.

(c) THIRD: To the credit of any other fund or account hereafter established for the payment of the principal of and interest on Subordinate Lien Obligations, including any sinking fund, reserve fund, or similar fund or account established therefor, in the amounts required by the ordinance or other documents pursuant to which the Subordinate Lien Obligations are issued.

(d) FOURTH: To the credit of any other fund as may be designated by the Town, to be used for any lawful purpose, any

Pledged Revenues remaining after the payments and accumulations set forth in FIRST through THIRD hereof.

Section 20. Bond Fund.

(a) Moneys in the Bond Fund shall be used solely for the purpose of paying the principal of, premium if any, and interest on the Bonds. The Town covenants to deposit to the Bond Fund, from the Pledged Revenues on deposit in the Capital Improvement Project Fund, the following amounts:

(i) Monthly, on or before the 25th day of each month, commencing on or before the 25th day of the month immediately succeeding the issuance of the Bonds, and contemporaneously with any amounts due and owing on any Parity Lien Obligations, an amount in equal monthly installments necessary, together with any moneys Interest Account and available therefor, to pay the next maturing installment of interest on the Bonds.

(ii) Monthly, on or before the 25th day of each month, commencing on or before the 25th day of the month immediately succeeding the issuance of the Bonds, and contemporaneously with any amounts due and owing on any Parity Lien Obligations, or commencing on or before any date one year prior to the first principal payment date, whichever is later, an amount in equal monthly installments necessary, together with any moneys in the Principal Account and available therefor to pay the next maturing installment of principal on the Bond.

(b) The moneys in the Bond Fund shall be used only to pay principal, premium, if any, and interest on the Bonds. The Town shall transfer to the Paying Agent on or before any Interest Payment Date or principal payment date such amounts as are due and owing on the Bonds in accordance with the Paying Agent Agreement and the Sale Certificate.

Section 21. Reserve Fund. A Reserve Fund to secure the payment of the principal of and interest on the Bonds may be established pursuant to the Sale Certificate. In the event that a Reserve Fund is established, the following provisions shall apply. In the event that no Reserve Fund is established in the Sale Certificate, all references herein to the Reserve Fund and the Reserve Fund Requirement shall be of no force and effect.

(a) In satisfaction of the Reserve Fund Requirement, upon delivery of the Bonds or at such time as required by the Sale Certificate, either proceeds of the Bonds, cash or a Reserve Fund Insurance Policy in the amount of the Reserve Fund Requirement being provided by a Surety Provider (or a combination of any of

the foregoing) shall be deposited in the Reserve Fund. The proceeds of the Bonds, cash or a Reserve Fund Insurance Policy (or any combination thereof) shall be credited to Reserve Fund as provided in the Sale Certificate. Any Reserve Fund Insurance Policy shall be held by the Paying Agent. Any Reserve Fund Insurance Policy deposited to the credit of the Reserve Fund shall be valued at the amount available to be drawn or otherwise paid pursuant to such Reserve Fund Insurance Policy at the time of calculation. The Paying Agent shall maintain adequate records as to the amount available to be drawn at any time under the Reserve Fund Insurance Policy and as to the amounts, of which it has knowledge, of any policy costs paid and owing to the Surety Provider. Such records shall be open to inspection and verification by the Surety Provider during business hours of the Paying Agent.

(b) After the payments or deposits required by Section 19(a) have been made or provided for, and concurrently with any payments required to be made pursuant to the ordinances or other documents authorizing any Parity Lien Obligations with respect to any reserve funds which may be, but are not required to be, established thereby and concurrently with any repayment or similar obligations payable to any surety provider issuing any reserve fund insurance policy with respect to any Parity Lien Obligations, from any moneys remaining in the Capital Improvement Projects Fund there shall be credited to the Reserve Fund monthly, commencing on the first day of the month next succeeding each date on which the moneys accounted for in the Reserve Fund for any reason are less than the Reserve Fund Requirement, such amounts in substantially equal monthly payments on the first day of each month to re-accumulate the Reserve Fund Requirement by not more than 12 such monthly payments. If a Reserve Fund Insurance Policy is on deposit in the Reserve Fund to fund all or a part of the Reserve Fund Requirement, the amounts payable into the Reserve Fund pursuant to the immediately preceding sentence shall be paid by the Town first to the Surety Provider to reimburse it for policy costs due and owing and second to replenish cash in the Reserve Fund. If there are insufficient Pledged Revenues to comply with the requirements of the first sentence of this subsection, available Pledged Revenues shall be credited or paid to the Reserve Fund and to reserve funds which may be established by any ordinances or other documents authorizing any Parity Lien Obligations (or to the Surety Provider or any other surety provider issuing any reserve fund insurance policy with respect to any Parity Lien Obligations) pro rata, based upon the aggregate principal amount of the Bonds and any such Parity Lien Obligations then Outstanding. If there are insufficient Pledged Revenues to comply with the requirements of the first sentence of this subsection and more than one Reserve Fund Insurance Policy is on deposit in the Reserve Fund, available

Pledged Revenues credited to or paid to the Reserve Fund shall be applied to reimburse the Surety Provider and any other surety provider providing a Reserve Fund Insurance Policy pro rata, based upon the original amount available to be drawn on each.

(c) The Reserve Fund Requirement shall be accumulated and, if necessary, re-accumulated from time to time, in the Reserve Fund from Pledged Revenues, except to the extent other moneys are credited to the Reserve Fund, and maintained as a continuing reserve to be used to prevent deficiencies in the payment of the debt service requirements of the Bonds Outstanding from time to time from the failure to deposit into the Bond Fund sufficient moneys to pay such debt service requirements as the same accrue and become due. Moneys on deposit in the Reserve Fund may also be applied to the prior redemption or defeasance of all or a portion of the Bonds and to the last principal payments due on the Bonds.

(d) No payment need be made into the Reserve Fund at any time so long as the moneys and the Reserve Fund Insurance Policy therein equal not less than the Reserve Fund Requirement and there are no policy costs due and owing. Unless otherwise provided in the Sale Certificate, the Reserve Fund Requirement shall be re-calculated upon (i) any principal payment on the Bonds, whether at stated maturity or upon redemption, or (ii) the prior redemption or defeasance of all or a portion of the Bonds.

(e) The Town may at any time substitute (i) cash or Permitted Investments for a Reserve Fund Insurance Policy or (ii) a Reserve Fund Insurance Policy for cash or Permitted Investments, so long as the amount on deposit in the Reserve Fund after such substitution is at least equal to the Reserve Fund Requirement. Notwithstanding the foregoing, no Reserve Fund Insurance Policy shall be deposited by the Town in the Reserve Fund for such substitution unless the Town has received an opinion of Bond Counsel to the effect that such substitution and the intended use by the Town of the cash or Permitted Investments to be released from the Reserve Fund will not adversely affect the excludability from gross income for federal income tax purposes of interest on the Bonds.

(f) Moneys credited to the Reserve Fund may be invested or deposited in securities or obligations which are Permitted Investments. So long as the amount of the Reserve Fund is equal to the Reserve Fund Requirement, all interest income from the investment or reinvestment of moneys credited to the Reserve Fund shall be credited to the Interest Account or the Principal Account, as may be determined by the Town; provided that if the amount of

the Reserve Fund is less than the Reserve Fund Requirement, then such interest income shall be credited to the Reserve Fund.

Section 22. Additional Covenants and Agreements.

(a) The Town irrevocably covenants and agrees with each and every Owner that so long as any of the Bonds remain outstanding: The Town will not amend or repeal the Sales and Use Tax Ordinance in any way that would materially adversely affect the amount of Capital Projects Sales and Use Tax revenues which would otherwise be collected. However, nothing herein shall prevent the Town from amending the Sales and Use Tax Ordinance, in order to make changes in the administration, collection, or enforcement of the Capital Projects Sales and Use Tax, provided that such changes would not materially adversely affect the Owners.

(b) The Town will administer, enforce, and collect, or cause to be administered, enforced, and collected, the Capital Projects Sales and Use Tax, and it shall take such necessary action to collect delinquent payments as shall be authorized by the Sales and Use Tax Ordinance, and in accordance with law.

(c) The Town will maintain such books and records showing the proceeds of the Capital Projects Sales and Use Tax, in which complete entries shall be made in accordance with standard principles of accounting, and the Owners shall have the right at all reasonable times to inspect the records and accounts relating to the collection and receipt of such Capital Projects Sales and Use Tax, as permitted by law. The Town shall also maintain books and records relating to the funds and accounts maintained by the Town hereunder, and any Owners shall have the right at all reasonable times to inspect the records and accounts relating to such funds and accounts.

(d) The Town will, at least once a year, cause an audit to be performed of the records relating to the collection and receipt of the Capital Projects Sales and Use Tax which may be performed as a part of the Town's general annual audit which may be made part of and included within the general audit of the Town, and made at the same time as the general audit.

(e) If the Capital Projects Sales and Use Tax is replaced and superseded by a state-collected, locally-shared sales and use tax or taxes, or is replaced and superseded in some other manner from some other source or sources, the revenue derived by the Town from said replacement source or sources, shall be administered hereunder in substantially the same manner and as to substantially the same extent as the Pledged Revenues. From and after the date

of said replacement, the Bonds and any Parity Lien Obligations shall have a lien, but not necessarily an exclusive such lien, upon such replacement revenues to the same extent as the lien on the Pledged Revenues.

(f) At any and all times the Town shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge, deliver and file or record all and every such further instruments, acts, deeds, conveyances, assignments, transfers, other documents and assurances as may be reasonably necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, the Pledged Revenues and other moneys and accounts hereby pledged or assigned, or intended so to be, or which the Town may hereafter become bound to pledge or to assign, or as may be reasonable and required to carry out the purposes of this Ordinance and to comply with any instrument of the Town amendatory thereof, or supplemental thereto.

(g) The Town shall comply with the provisions of the Continuing Disclosure Certificate. Any failure by the Town to perform in accordance with this subsection (g) shall not constitute an Event of Default under this Ordinance, and the rights and remedies provided by this Ordinance upon the occurrence of an Event of Default shall not apply to any such failure. The Paying Agent shall not have any power or duty to enforce this provision. No Owner of a Bond shall be entitled to damages for the Town's non-compliance with its obligations under this provision. However, the Owners of the Bonds may enforce specific performance of the obligations contained in this subsection (g) by any judicial proceeding available.

(h) The Town covenants that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the Town or any facilities financed with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, (ii) would cause interest on the Bonds to become a specific preference item for purposes of federal alternative minimum tax under the Tax Code, except as such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Tax Code) for the purpose of computing the alternative minimum tax imposed on corporations, or (iii) would cause interest on the Bond to lose its exclusion from Colorado taxable income or Colorado alternative minimum taxable income under present Colorado law. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Bond until

the date on which all obligations of the Town in fulfilling the above covenant under the Tax Code have been met. The Town specifically covenants to comply with the provisions and procedures of the Tax Compliance Certificate.

Section 23. Additional Obligations.

(a) No additional bonds, notes, interim securities, or other obligations shall be issued payable from the Pledged Revenues and having a lien thereon which is superior to the lien of the Bonds.

(b) The Town may issue Parity Lien Obligations only if the following conditions are met, as of the date of issuance of the Parity Lien Obligations:

(i) The Town is current in the payment of principal and interest on the Bonds and any outstanding Parity Lien Obligations; and

(ii) Except as hereinafter provided in subsection (iii) in the case of Parity Lien Obligations issued for the purpose of refunding less than all of the Bonds and any Parity Lien Obligations then Outstanding, the Pledged Revenues collected or received by the Town in any 12 consecutive months out of the last 18 months immediately preceding the issuance or incurrence of such Parity Lien Obligations are sufficient to pay an amount representing not less than 150% of the Combined Maximum Annual Debt Service Requirements on the Bonds and any outstanding Parity Lien Obligations and the proposed Parity Lien Obligations. In the event that the Capital Projects Sales and Use Tax has been increased during the preceding or current fiscal year and if such increase is pledged to pay the Bonds, any existing Parity Lien Obligations, and the proposed Parity Lien Obligations, then the Pledged Revenues for the applicable 12 month period may be adjusted by applying the new percentage to the amount of Capital Projects Sales and Use Tax actually collected during such 12 month period, for the purpose of determining compliance with this subsection. A written certification by the Finance Director that the requirements of this subsection have been met shall be conclusively presumed to be accurate in determining the right of the Town to authorize, issue, sell and deliver the proposed Parity Lien Obligations.

(iii) In the case of additional Parity Lien Obligations issued for the purpose of refunding less than all of the Bonds and all Parity Lien Obligations then outstanding, compliance with subsection (ii) shall not be required so long as the debt

service requirements payable on the Bonds, and all other Parity Lien Obligations outstanding after the issuance of such Additional Parity Lien Obligations in each Bond Year does not exceed the debt service requirements payable on the Bonds and all Parity Lien Obligations outstanding prior to the issuance of such Parity Lien Obligations in each Bond Year.

(c) So long as no Event of Default has occurred and is continuing hereunder, the Town may issue Subordinate Lien Obligations without the consent of the Owners of the Bonds. In addition, nothing herein shall prevent the Town from issuing obligations payable from sources other than the Pledged Revenues.

Section 24. Defeasance. When all principal, interest, and premiums, if any, in connection with the Bonds have been duly paid, the pledge and lien and all obligations of the Town hereunder shall thereby be discharged and the Bonds shall no longer be deemed to be Outstanding within the meaning of this Ordinance. There shall be deemed to be such due payment when the Town has placed in escrow or in trust with a commercial bank exercising trust powers, or with the Paying Agent, an amount sufficient (including the known minimum yield from Federal Securities in which such amount may be initially invested) to meet all requirements of principal, interest, and premiums, if any, as the same become due to their final maturities or upon designated prior redemption dates. The Federal Securities in any such escrow shall not be subject to redemption or prepayment at the option of the issuer, and shall become due at or prior to the respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the Town and such bank at the time of the creation of the escrow, or the Federal Securities shall be subject to redemption at the option of the holders thereof to assure such availability as so needed to meet such schedule. The sufficiency of any such escrow funded with Federal Securities shall be determined by a certified public accountant.

Section 25. Events of Default. The occurrence or existence of any one or more of the following events shall be an Event of Default hereunder:

(a) Payment of the principal of any Bond is not made by the Town when due;

(b) Payment of the interest on any Bond is not made by the Town when due;

(c) The Town defaults in the performance of any other of its covenants in this Ordinance (other than the Town's covenant to comply with the Continuing Disclosure Certificate as set forth in Section 22(g) hereof), and such default continues for 30 days after written notice specifying such default and requiring the same to be remedied is given to the Town by the Owners of 25% in aggregate principal amount of the Bonds then Outstanding; or

(d) The Town files a petition under the federal bankruptcy laws or other applicable bankruptcy laws seeking to adjust the obligations represented by the Bonds.

Section 26. Remedies for Events of Default. Upon the occurrence and continuance of an Event of Default, the Owner or Owners of not less than 25% in aggregate principal amount of the Outstanding Bonds, or a trustee therefor, may protect and enforce the rights of any Owner by proper legal or equitable remedy deemed most effectual including mandamus, specific performance of any covenants, injunctive relief, or requiring the Town Council to act as if it were the trustee of an express trust, or any combination of such remedies; provided, however, that acceleration of the Bonds shall not be an available remedy hereunder. All proceedings shall be maintained for the equal benefit and protection of all Owners. The failure of any Owner to proceed does not relieve the Town or any person of any liability for failure to perform any duty hereunder. The foregoing rights are in addition to any other right, and the exercise of any right by any Owner shall not be deemed a waiver of any other right.

Section 27. Amendments Not Requiring Consent of Owners. The Town may, without the consent of or notice to the Owners, adopt amendments or supplements to this Ordinance, which amendments or supplements shall thereafter form a part hereof, for any one or more of the following purposes:

(a) To cure any ambiguity, to cure, correct, or supplement any formal defect or omission or inconsistent provision contained in this Ordinance, to make any provision necessary or desirable due to a change in law, to make any provisions with respect to matters arising under this Ordinance, or to make any provisions for any other purpose, if such provisions are necessary or desirable and do not materially adversely affect the interests of the Owners of the Bonds;

(b) To subject to this Ordinance or pledge to the payment of the Bonds additional revenues, properties, or collateral; and

(c) To grant or confer upon the Owners any additional rights, remedies, powers, or authority that may be lawfully granted to or conferred upon the Owners.

Section 28. Amendments Requiring Consent of Owners.

(a) Except for amendatory or supplemental ordinances adopted pursuant to Section 27 hereof, and except as provided in subsection (b) of this Section 28, the Owners of not less than a majority in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, to consent to and approve the adoption by the Town of such ordinances amendatory or supplemental hereto as shall be deemed necessary or desirable by the Town for the purpose of modifying, altering, amending, adding to, or rescinding, in any particular, any of the terms or provisions contained in this Ordinance.

(b) Notwithstanding the foregoing or any provisions to the contrary contained herein, the consent of all of the Owners of the Bonds affected thereby shall be required with respect to any of the following amendments to this Ordinance:

(i) a change in the terms of the maturity of any Bond, in the principal amount of any Bond or the rate of interest thereon, or in the terms of prior redemption of any Bond;

(ii) an impairment of the right of the Owners to institute suit for the enforcement of any payment of the principal of, premium if any, or interest on the Bonds when due;

(iii) the creation of a lien upon the Pledged Revenues ranking prior to the lien of the Bonds;

(iv) a privilege or priority of any Bond or any premium or interest payment over any other Bond or premium or interest payment; or

(v) a reduction in the percentage in principal amount of the Bonds the consent of whose Owners is required for any such amendatory or supplemental ordinance.

(b) If at any time the Town shall desire to adopt an amendatory or supplemental ordinance for any of the purposes of this Section, the Town shall cause notice of the proposed adoption of such amendatory or supplemental ordinance to be given by mailing such notice by certified or registered first-class mail to each Owner of a Bond to the address shown on the registration books of the Paying Agent, or in the event that the Bonds are registered in the name of DTC, such notice may, in the alternative, be given by

electronic means in accordance with the requirements of DTC, at least 30 days prior to the proposed date of adoption of any such amendatory or supplemental ordinance. Such notice shall briefly set forth the nature of the proposed amendatory or supplemental ordinance and shall state that copies thereof are on file at the offices of the Town or some other suitable location for inspection by all Owners. If, within 60 days or such longer period as shall be prescribed by the Town following the giving of such notice, the Owners of not less than the required percentage in aggregate principal amount of the Bonds then outstanding at the time of the execution of any such amendatory or supplemental ordinance shall have consented to and approved the execution thereof as herein provided, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the adoption and effectiveness thereof, or to enjoin or restrain the Town from adopting the same or from taking any action pursuant to the provisions thereof.

Section 29. Effect of Amendment. Upon the execution of any amendatory or supplemental ordinance pursuant to this Ordinance, this Ordinance shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties, and obligations under this Ordinance of the Town, the Paying Agent, and all Owners of Bonds then Outstanding shall thereafter be determined, exercised, and enforced hereunder, subject in all respects to such modifications and amendments.

Section 30. Provisions Related to Bond Insurance.

(a) If the Sale Certificate provides that the Bonds will be insured by a Bond Insurance Policy, the following provisions shall apply notwithstanding anything to the contrary in this Ordinance: Except as hereafter provided, the Bond Insurer is deemed to be the Owner of the Bonds insured by it for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the holders of the Bonds insured by it are entitled to take including matters pertaining to amendments to this Ordinance, defaults and remedies. Notwithstanding the foregoing, the Bond Insurer shall not be deemed to be the owner of the Bonds for purposes of consenting to any amendments to the Ordinance set forth in Section 28(b) hereof.

(b) The Bond Insurer is deemed to be a third party beneficiary to this Ordinance.

(c) Amounts paid by the Bond Insurer under the Bond Insurance Policy shall not be deemed paid for purposes of this Ordinance and

shall remain Outstanding and continue to be due and owing until paid by the Town in accordance with this Ordinance. This Ordinance shall not be discharged unless all amounts due or to become due to the Bond Insurer have been paid in full or duly provided for.

(d) The Bond Insurer shall, to the extent it makes any payment of principal of or interest on the Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Bond Insurance Policy.

(e) At the time that the Town or the Paying Agent is required to give any notice hereunder to the Owners (other than a notice of mandatory sinking fund redemption), like notice shall be given to the Bond Insurer. The Town shall also give notice to the Bond Insurer of any proposed amendment of this Ordinance pursuant to Section 27 hereof.

(f) The rights of the Bond Insurer to direct or consent to Town or bondholder actions under this Ordinance shall be suspended during any period in which the Bond Insurer is in default in its payment obligations under the Bond Insurance Policy (except to the extent of amounts previously paid by the Bond Insurer and due and owing to the Bond Insurer) and shall be of no force or effect in the event the Bond Insurance Policy is no longer in effect or the Bond Insurer asserts that the Bond Insurance Policy is not in effect or the Bond Insurer shall have provided written notice that it waives such rights.

Section 31. Removal or Resignation of Paying Agent; Successors. If the Paying Agent resigns, or if the Town determines to replace the Paying Agent, the Town may, upon notice mailed to each Owner of any Bond at such person's address last shown on the registration records or by electronic means to DTC or its successors, appoint a successor Paying Agent. No resignation or dismissal of the Paying Agent may take effect until a successor has been appointed and has accepted such duties, as applicable. Every such successor Paying Agent shall be the Town or a bank or trust company having a shareowner's equity (e.g., capital, surplus, and undivided profits), however denominated, of not less than $10,000,000.

Section 32. Authorization to Execute Documents. The Mayor and Town Clerk shall, and they are authorized and directed to take, all actions necessary or appropriate to effectuate the provisions of this Ordinance, including, but not limited to, the execution of the Paying Agent Agreement and the Continuing Disclosure Certificate in substantially the forms presented to the Town Council, provided that such documents may be completed, corrected

or revised as deemed necessary by the parties thereto in order to carry out the purposes of this Ordinance and to comply with the provisions of the Sale Certificate. The Town Clerk is authorized and directed to attest all signatures and acts of any official of the Town in connection with the matters authorized by this Ordinance and to place the seal of the Town on any document authorized and approved by this Ordinance. The Mayor, the Town Clerk, the Town Manager, the Finance Director and other employees and officials of the Town are authorized and directed to execute and deliver for and on behalf of the Town any and all additional certificates, documents, instruments and other papers (collectively, the "Authorized Documents"), and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized by this Ordinance, including without limitation any financial guaranty agreement required by the provider of any insurance policy or reserve fund insurance policy related to the Bonds. The approval given to the various documents referred to above includes an approval of such additional details therein as may be necessary and appropriate for their completion, deletions therefrom and additions thereto as deemed necessary by the parties thereto in order to carry out the purposes of this Ordinance and to comply with the terms of the Sale Certificate. The execution of any document or instrument by the appropriate officers of the Town herein authorized shall be conclusive evidence of the approval by the Town of such document or instrument in accordance with the terms hereof. The Mayor, Town Clerk, Town Manager, Finance Director and all other employees and officials of the Town that are authorized or directed to execute any Authorized Documents are authorized to execute Authorized Documents electronically via facsimile or email signature. Any electronic signature so affixed to any Authorized Document shall carry the full legal force and effect of any original, handwritten signature. This provision is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act.

Section 33. Sale of Bonds. The Bonds shall be sold by negotiated sale to the Underwriter, or such other entity as determined by the Mayor, Town Manager or Finance Director as set forth in the Sale Certificate. It is determined that a sale of the Bonds pursuant to a negotiated sale is to the best advantage of the Town.

Section 34. Official Statement. The preparation, distribution and use of the Preliminary Official Statement for use in connection with the offering and sale of the Bonds is authorized, ratified, approved and deemed by the Town Council to be final as of its date within the meaning of Rule 15c2-12 of the

U.S. Securities and Exchange Commission, and the Mayor, Town Manager and Finance Director are each independently authorized to execute a certificate or other document to evidence such determination. The Mayor, Town Manager and Finance Director are each independently authorized to prepare or cause to be prepared, and to approve, on behalf of the Town, and execute a final Official Statement for use in connection with the offering and sale of the Bonds in substantially the form of the Preliminary Official Statement, but with such amendments, additions and deletions as are in accordance with the facts and not inconsistent herewith. The execution of a final Official Statement by the Mayor, Town Manager or Finance Director shall be conclusively deemed to evidence the approval of the form and contents thereof by the Town.

Section 35. Costs and Expenses. All costs and expenses incurred in connection with the issuance and payment of the Bonds, including without limitation all expenses related to the issuance of any Bond Insurance Policy, shall be paid either from the proceeds of the Bonds or from legally available moneys of the Town, or from a combination thereof, and such moneys are appropriated for that purpose.

Section 36. No Recourse against Officers and Agents. Pursuant to C.R.S. § 11-57-209, if a member of the Town Council or any officer or agent of the Town acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal, interest or prior redemption premiums on the Bonds. Such recourse shall not be available either directly or indirectly through the Town Council or the Town, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the Bonds and as a part of the consideration of their sale or purchase, any person purchasing or selling such Bond specifically waives any such recourse.

Section 37. Limitation of Actions. Pursuant to C.R.S. § 11-57-212, no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the authorization or issuance of the Bonds shall be commenced more than 30 days after the authorization of the Bonds.

Section 38. Business Days. If the date for making any payment or performing any action hereunder is not a Business Day, such payment may be made or act performed on the next succeeding Business Day.

Section 39. Ordinance Irrepealable. After any of the Bonds have been issued, this Ordinance shall constitute a contract

between the Owners and the Town and shall be and remain irrepealable until the Bonds and the interest accruing thereon shall have been fully paid, satisfied, and discharged, as herein provided.

Section 40. 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 Town Council 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 41. Repealer. All acts, orders, bylaws and resolutions of the Town, or parts thereof, inconsistent or in conflict with this Ordinance, are hereby repealed to the extent only of such inconsistency or conflict.

Section 42. Charter Controls. Pursuant to Article XX of the State Constitution and the Charter, all State statutes that might otherwise apply in connection with the provisions of this Ordinance are hereby superseded to the extent of any inconsistencies between the provisions of this Ordinance and such statutes. Any such inconsistency is intended by the Town Council and shall be deemed made pursuant to the Charter.

Section 43. Safety. This Ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

Section 44. Effective Date. This Ordinance shall take effect 10 days after publication in accordance with Section 6.03 of the Charter.

INTRODUCED, READ, PASSED, AND ORDERED PUBLISHED this 14th day of April, 2025.

_____
Mark Lacis, Mayor

ATTEST:

_____
Shannon Dujardin, Town Clerk

EXHIBIT A
[Form of Bond]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. R-_____ $_____

UNITED STATES OF AMERICA
STATE OF COLORADO
COUNTIES OF BOULDER AND JEFFERSON

TOWN OF SUPERIOR
CAPITAL PROJECTS SALES AND USE TAX REVENUE BOND, SERIES 2025

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
___%	December 1, ____		

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The Town of Superior, in the Counties of Boulder and Jefferson, State of Colorado (the "Town"), a municipal corporation duly organized and operating under the Home Rule Charter of the Town and the Constitution and laws of the State of Colorado, for value received, hereby promises to pay to the Registered Owner (specified above), or registered assigns, solely from the special funds provided therefor, as hereinafter set forth, the Principal Amount (specified above), in lawful money of the United States of America, on the Maturity Date (specified above), and in like manner to pay interest on such principal amount at the Interest Rate per annum specified above, computed on the basis of a 360-day year consisting of twelve months of thirty days, payable semiannually on June 1 and December 1 each year, commencing on _____ 1, 2025, until such principal amount is paid on the Maturity Date, except if redeemed prior thereto. If upon presentation at maturity

payment of the Principal Amount is not paid as provided herein, interest continues at the Interest Rate until the Principal Amount is paid in full.

This Bond is one of an authorized series of Bonds issued pursuant to an Ordinance of the Town Council of the Town adopted on _____ __, 2025 (the "Ordinance") and a Sale Certificate (the "Sale Certificate") executed by an authorized officer of the Town prior to the delivery of the Bonds. This Bond bears interest, matures, is payable, is subject to redemption and is transferable as provided in the Ordinance and the Sale Certificate. To the extent not defined herein, terms used herein are used as defined in the Ordinance and the Sale Certificate.

This Bond is one of a series aggregating $ _____ par value, all of like date, tenor, and effect except as to number, principal amount, interest rate, and date of maturity, issued in full conformity with the Constitution of the State of Colorado; the Town Charter; Title 11, Article 57, Part 2, C.R.S.; the 2024 Election, and all other laws of the State of Colorado thereunto enabling, and pursuant to the duly adopted Ordinance. Pursuant to C.R.S. § 11-57-210, the recital that the Bonds are issued pursuant to Title 11, Article 57, Part 2, C.R.S., shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value.

The principal of and interest on this Bond are payable only from the Pledged Revenues, and from amounts on deposit in the Capital Improvement Projects Fund, the Bond Fund and Reserve Fund all as more particularly set forth in the Ordinance. This Bond constitutes a lien (but not necessarily an exclusive lien) on the Pledged Revenues on a parity with any Parity Lien Obligations to be issued in the future, if any.

This Bond, and the interest thereon, are payable solely from the Pledged Revenues and the funds and accounts pledged pursuant to the Ordinance and this Bond does not constitute a debt within the meaning of any constitutional or statutory limitation, and shall not be considered or held to be a general obligation of the Town.

Reference is made to the Ordinance for the provisions, among others, with respect to the custody and application of the proceeds of the Bonds, the receipt and disposition of the Pledged Revenues, the nature and extent of the security, the terms and conditions under which additional bonds payable from the Pledged Revenues may be issued, the rights, duties and obligations of the Town, the rights of the Owners of the Bonds, the events of defaults and

remedies, the circumstances under which this Bond is no longer Outstanding, the ability to amend the Ordinance; and by the acceptance of this Bond the Owner assents to all provisions of the Ordinance.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the authorizing Ordinance until the certificate of authentication hereon shall have been signed by the Paying Agent.

It is further hereby recited, certified, and warranted that all the requirements of law have been complied with fully by the proper officers of the Town in issuing this Bond.

IN TESTIMONY WHEREOF, the Town Council of the Town of Superior has caused this Bond to be signed by the facsimile signature of the Mayor of the Town, sealed with a facsimile of the seal of the Town, and attested by the facsimile signature of the Town Clerk thereof, all as of _____, 2025.

TOWN OF SUPERIOR, COLORADO

_____

(S E A L)

Mark Lacis, Mayor

ATTEST:

_____

Shannon Dujardin, Town Clerk

[Form of Paying Agent's Certificate of Authentication]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within mentioned Ordinance.

Date of Registration and Authentication:

UMB BANK, n.a.
Denver, Colorado, as paying agent

_____
Authorized Signatory

[Form of Assignment]

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints to transfer the within Bond on the records kept for the registration thereof with full power of substitution in the premises.

Dated: _____ _____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatever. The signature must be guaranteed by an eligible guarantor institution as defined in 17 CFR § 240.17 ad-15(a)(2).

Signature Guaranteed by a Member:
of the Medallion Signature Program

_____

Address of Transferee:

_____
_____
_____
_____

Social Security or other identification number of transferee:

_____

(End of Form of Assignment)

[End of Form of Bond]

ITEM NO. 6i

INFORMATION FOR MEETING
OF THE SUPERIOR TOWN COUNCIL

AGENDA ITEM NAME: **Resolution authorizing approval of an Intergovernmental Agreement supporting the HOME Consortium**

MEETING DATE: **April 14, 2025**

PRESENTED BY: **Matt Magley, Town Manager**
Renae Stavros, Planner III

PRESENTED FOR: **Discussion and Approval**

HOME CONSORTIUM INFORMATION:
The Boulder Broomfield Regional HOME Consortium (Consortium) consists of the City of Boulder, Boulder County, the City of Longmont, and the City and County of Broomfield. The City of Boulder serves and the Lead Entity. The Consortium has been a successful collaborative effort to address affordable housing issues throughout the region. As a consortium, the communities are entitled to an allocation of federal HOME funds that can be directed to address affordable housing needs.

The consortium can only maximize the HOME investment received from HUD by having the smaller communities within Boulder County join the consortium. The consortium requests the participation of the communities of Erie, Jamestown, Lafayette, Louisville, Lyons, Nederland, Superior and Ward through approval of an Intergovernmental Agreement (IGA). Expanding the consortium will allow the local governments to work together on collaborative approaches to local and regional housing needs.

The consortium currently operates on a rotation system where Boulder, Boulder County, and Longmont take turns receiving funds each year. Broomfield does not participate in the rotation but instead receives an annual allocation to administer their Tenant Based Rental Assistance Program. The rotation cycle is currently managed by the Lead Entity who is responsible for managing the overall process, including distributing funds according to the rotation cycle. This allows members to pool these dollars with other funding sources that will contribute to affordable housing. If Superior joins the consortium, access to HOME funds would be through Boulder County.

Over the past ten years, the annual allocation averages $1,110,606, with a range between $898,345 and $1,279,918. If the smaller communities join the consortium, they expect to increase the annual allocation by approximately $140,000. As a member of the consortium, each community would have the ability to participate in the allocation decisions.

The following project timeline was provided by the City of Boulder:

1. April 2025 – The IGA presented to each community's authorized representatives, with executed documents returned to the Lead Entity by Friday, June 20, 2025 (these are due to HUD June 30).

2. May 2025 - On behalf of the Consortium, the Lead Entity will obtain a State Certification and Legal Opinion both also due June 30, 2025.

3. July 2025 – Submit fully executed IGA, Resolutions from each party, legal opinion and State Certification to HUD.

4. September 30, 2025 - HUD is subject to a statutory deadline to complete the designation process.

BUDGET IMPLICATIONS:
There are no budget implications to approve the IGA. Any funds received as a consortium member may impact future budgets.

RECOMMENDED ACTION:
Staff recommends approval of the Resolution approving the Town of Superior's participation in the Intergovernmental Agreement to join the HOME consortium.

ATTACHMENTS:
- Resolution
- Intergovernmental Agreement

TOWN OF SUPERIOR
RESOLUTION NO. R-23
SERIES 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR APPROVING AN INTERGOVERNMENTAL AGREEMENT TO SUPPORT THE HOME CONSORTIUM

WHEREAS, the United States Government, through the National Affordable Housing Act of 1990, has established the HOME Investment Partnerships Act Program ("HOME" or the "HOME Program");

WHEREAS, the City and County of Broomfield, Boulder County, the City of Longmont, and the City of Boulder agreed to participate in the HOME Program and entered into a HOME Consortium Intergovernmental Agreement dated June 27, 2006 (the "Intergovernmental Agreement"), to bring additional funds to the region for the purpose of expansion and rehabilitation of the supply of decent, safe, sanitary and affordable housing to strengthen partnership among all levels of government and the private sector;

WHEREAS, HUD CPD 13-002, Notice of Procedures for Designation of Consortia as a Participating Jurisdiction for the HOME program, issued April 9, 2013, requires that the Intergovernmental Agreement be amended to add incorporated cities and towns by name into the Intergovernmental Agreement; and

WHEREAS, participation in the HOME Consortium will enhance cooperation between jurisdictions and will maximize the use of resources available to local governments to affect the housing-related problems of lower-income people.

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

Section 1. The Town Council hereby approves the Intergovernmental Agreement and authorizes the Town Manager to sign the Intergovernmental Agreement and any future amendments, in substantially the form attached hereto.

ADOPTED this __ day of _____, 2025.

_____
Mark Lacis, Mayor

ATTEST:

_____
Shannon Dujardin, Town Clerk

HOME CONSORTIUM INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT ("IGA") is made and entered into this ___ day of _____ 2025 by and between the City and County of Broomfield, Boulder County, the cities of Boulder, Longmont, Lafayette, and Louisville, and the towns of Lyons, Superior, Jamestown, Nederland, Ward and Erie (each a "Consortium Member," or collectively, the "Consortium Members") and the City of Boulder, a Colorado home rule city, (as the "Lead Entity"), to form a Consortium for the purpose of participating in the HOME Investment Partnership Program of the United States Department of Housing and Urban Development ("HUD").

RECITALS

WHEREAS, the United States Government, through the National Affordable Housing Act of 1990, has established the HOME Program and has designated the Lead Entity as a Participating Jurisdiction ("PJ") to administer such federal funds, subject to certain conditions, for the purpose of expansion and rehabilitation of the supply of decent, safe, sanitary, and affordable housing and to strengthen partnerships among all levels of government and the private sector; and

WHEREAS, Section 216 (2) of the Act, as defined in "Definitions", 42 U.S.C. 12746, provides that a consortium of geographically contiguous or overlapping geographical areas within which separate legal governmental subdivisions operate can be considered to be a single unit of general local government for the purposes of receiving an allocation and participating in the HOME Program and a determination has been made by HUD that the Lead Entity and Consortium Members are geographically contiguous or overlapping geographical areas within which separate legal governmental subdivisions operate and are eligible to participate in the HOME Program; and

WHEREAS, the Lead Entity and Consortium Members recognize the need to address the regional issues of increasing the supply of permanent affordable housing for lower income households, and develop affordable and supportive housing opportunities for lower- income persons and families and the homeless in Boulder and Broomfield counties and have determined that it will be mutually beneficial and in the public interest to enter into an intergovernmental agreement regarding regional participation in the HOME Program; and

WHEREAS, the Lead Entity desires to enter into this IGA with the Consortium Members to participate in a Consortium for the purpose of implementing a regional HOME Program authorized by the Act to enhance cooperation between jurisdictions and to maximize the use of resources available to local governments to affect the housing-related problems of lower-income people; and

WHEREAS, the Lead Entity has elected to administer such federal funds for itself and the Consortium Members through its Department of Housing and Human Services; and

WHEREAS, the City and County of Broomfield, Boulder County, the City of Longmont, and the City of Boulder agreed to participate in the HOME Investment Partnership Act Program

("HOME Program") and entered into a HOME Consortium Intergovernmental Agreement dated June 27, 2006; and

WHEREAS, the City and County of Broomfield, Boulder County, the City of Longmont, and the City of Boulder now wish to execute this IGA to also include the cities of Lafayette and Louisville, and the towns of Lyons, Superior, Jamestown, Nederland, Ward and Erie as Consortium Members; and

WHEREAS, participation in the HOME Consortium enhances cooperation between jurisdictions and maximizes the use of resources available to local governments to affect the housing-related problems of lower-income people; and

WHEREAS, the Lead Entity and Consortium Members are authorized to enter into cooperative agreements pursuant to the Colorado Constitution, Article XIV § 18, and § 29-1-203, C.R.S.; and

WHEREAS, the Lead Entity and Consortium Members desire to enter into this IGA to continue the HOME Consortium.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this IGA, the parties mutually agree to the following terms and conditions:

I. DEFINITIONS

For the purpose of this IGA, the terms defined in this section have the meanings given to them:

"Act" means Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 U.S.C. 12701, *et seq*.

"Consolidated Plan" is a HUD required document. It serves as a planning document for the Consortium and a funding application under the Community Planning and Development formula grant programs (Community Development Block Grant ("CDBG"), and HOME Investment Partnership Program.

"Consortium" means the Consortium Members and Lead Entity acting pursuant to this IGA.

"HOME Consortium" means Units of General Local Government (UGLGs) that separately do not quality to receive HOME funds. The UGLGs may join together to form a consortium for the purpose of receiving a HOME allocation and administering the HOME program as a single participating Jurisdiction (PJ).

"HUD" means the United States Department of Housing and Urban Development.

"Participating Jurisdiction" means the City of Boulder as Lead Entity.

"Regulations" means the rules and regulations promulgated pursuant to the Act, including but not limited to 24 CFR Parts 91 and 92, as amended.

II. PURPOSE

The purpose of this IGA is to form a Consortium of units of general local government for designation as a PJ under the Act, said PJ is to be known and hereinafter referred to as the Boulder-Broomfield Regional HOME Consortium or the Consortium, as defined herein.

III. GENERAL PROVISIONS

1. **Term**. The term of this IGA commences October 1, 2025, and runs through September 30, 2027. This IGA shall remain in effect during the period necessary to complete all eligible activities funded during federal fiscal years 2026 and 2027. These three federal fiscal years comprise the Consortium's qualification period, and the Consortium Members are prohibited from withdrawing from the IGA during this period. Pursuant to 24 CFR 92.101(e), no member of the Consortium may withdraw from this IGA while this IGA remains in effect.

2. **Renewal**. This IGA shall automatically be renewed for the Consortium's participation in successive qualification periods of three federal fiscal years each. No later than the date specified by HUD's consortia designation notice or HOME consortia web page, the Lead Entity shall notify each Consortium Member in writing of its right to decide not to participate in the Consortium for the next qualification period and the Lead Entity shall send a copy of each notification to the HUD Field Office. If a Consortium Member decides not to participate in the Consortium for the next qualification period, the Consortium Member shall notify the Lead Entity, and the Lead Entity shall notify the HUD Field Office, before the beginning of the new qualification period.

3. **Notices**. The Lead Entity shall provide a minimum of 30 days advance written notice to each Consortium Member of the program requirements to be in effect for subsequent federal fiscal years or qualifying periods. Notice shall be sent by the Lead Entity to the following:

Housing Program Manager
City and County of Broomfield
One Descombes Drive
Broomfield, CO 80020

Director
Boulder County Housing Division
P.O. Box 471
Boulder, CO 80306

Housing and Community Investment Manager
Civic Center Complex
350 Kimbark Street
Longmont, CO 80501

Principal Planner
City of Lafayette
1290 S. Public Road
Lafayette, CO 80026

Planning Manager
City of Louisville
749 Main St.
Louisville, CO 80027

Planning & Building Director
City of Superior
124 E. Coal Creek Dr.
Superior, CO 80027

Affordable Housing Manager
Town of Erie
645 Holbrook St.
Erie, CO 80516

Town Administrator
Town of Lyons
432 5th Ave.
Lyons, CO 80540

Town Administrator
Town of Nederland
PO Box 396
Nederland, CO 80466

Mayor
Town of Jamestown
118 Main St.
Jamestown, CO 80455

Mayor
Town of Ward
PO Box 99
Ward, CO 80481

4. Termination.

a. This IGA shall terminate if: (i) any one of the Consortium Members or the Lead Entity provides written notice of its decision not to participate in a subsequent three-year qualification period, or (ii) the Lead Entity fails to adopt, and submit to HUD an

amendment to this IGA that incorporates all changes necessary to meet "Cooperation Agreement Requirements" as prescribed by HUD in the Consortia Qualification Notice that is applicable to any subsequent qualification period beyond the original three-year term. The Lead Entity shall, by the date specified in HUD's Consortia Qualification Notice for the next qualification period, notify the Consortium Members in writing of their right not to participate in the Consortium. All Consortium Members that are members of the Consortium will be on the same program year (January 1 to December 31) for the CDBG, HOME, ESG and HOPWA grant programs. Notices to the Consortium Members shall be sent to the addresses above in Section 3. Notices to the Lead Entity shall be sent to: Deputy Director of Housing, City of Boulder Housing and Human Services, PO Box 791, Boulder, CO, 80306. In the event this IGA is terminated its provisions must remain in effect until the HOME Program funds from each of the federal fiscal years of the qualification period are expended on eligible activities or returned to HUD.

b. **Termination Notices**. Termination notices, if any, shall be sent by any non-renewing Consortium Member to the Lead Entity.

5. Execution. This IGA shall be executed by the appropriate officers of each Consortium Member and the Lead Entity pursuant to authority granted them by their respective governing bodies, and a copy of the authorizing action and executed IGA shall be filed promptly at the offices of the Lead Entity.

6. Consolidated Plan. The Lead Entity and Consortium Members shall cooperate in the implementation of the HOME Program and shall cooperate in the preparation of the Consolidated Plan by providing funds proportionately to the annual funding percentage break down as allocated in **Exhibit A** to this IGA for the development of the Consolidated Plan, by providing input to the Consolidated Plan, and by holding any required public meetings during the preparation of the Consolidated Plan. Each Consortium Member must fully approve each Consolidated Plan for such Consolidated Plan to be considered to be approved and ready for submission to HUD.

7. Allocating HOME Program Funding. Program Funding will be allocated as set forth in Exhibit A.

8. Matching Funds. Each Consortium Member and the Lead Entity shall be responsible for providing matching funds required by federal regulations for any HOME Program funds allocated and accepted for use by that local government. As required by law, Consortium Members and Lead Entity allocations are subject to annual federal appropriations of HOME Program funds. No matching funds will be required from a Consortium Member that chooses not to participate for a particular program year.

All use of matching funds by Consortium Members must be reported to the Lead Entity, in a format to be determined by the Lead Entity, by the end of each federal fiscal year of this IGA.

9. Distribution of HOME Funds. Each Consortium Member will be responsible for deciding how to distribute its portion of HOME Program funds among eligible activities within its

jurisdiction, subject to the HOME Program requirements for a 15 percent set aside of funds for CHDO activities. It is the intent of the Consortium Members to meet the CHDO requirements jointly in the distribution of funds. In addition, each jurisdiction may choose to allocate some or all of its portion of HOME Program funds for one or more projects outside its jurisdiction, but within the Consortium boundaries, if the project is regional in scope and the jurisdiction determines that the project(s) benefits its residents.

10. Administrative Set Aside. As reflected below, each Consortium Member will be entitled to a percentage of the allowable HOME Program administrative set aside reflective of the HUD defined HOME Consortium Share, adjusted annually by HUD. The Consortium Members agree to provide a portion of their administrative fee to the Lead Entity. All administrative fees given to the Lead Entity shall be used to pay a portion of the administrative expenses of the entire Consortium. Furthermore, Consortium Member agree to provide an additional portion of their administrative fee to the government receiving the primary allocation each year.

Consortium Members	HOME Consortium Share	% of HOME Admin set aside	% of Admin Set Aside allocated to the Lead Entity
City of Boulder	Determined Annually by HUD	Determined Annually	n/a
City of Longmont	Determined Annually by HUD	Determined Annually	15%
Boulder County	Determined Annually by HUD	Determined Annually	100%
City and County of Broomfield	Determined Annually by HUD	Determined Annually	100%
CHDO Reserve	15%	-	-
Consortium Member receiving the annual primary allocation	-	10% of project costs	-

11. Affirmatively Furthering Fair Housing. The Consortium Members certify that they will affirmatively further fair housing with all distributed HOME Program funds under this IGA in compliance with 24 CFR 92.350. Each Consortium Member will be responsible for compliance with HUD regulations and, if applicable, for its own preparation and submission to HUD of the Impediments to Fair Housing Plan. The parties agree that the Lead Entity is prohibited from funding activities in or in support of a PJ that does not affirmatively further fair housing within its jurisdiction or that impedes the Lead Entity's actions to comply with the Consortium's fair housing certification. The Consortium Members acknowledge that noncompliance by the Consortium Members may constitute noncompliance by the Lead Entity which may provide cause for funding sanctions or remedial actions by HUD.

12. Citizen Participation. The Consortium Members certify that they will, with the Lead Entity, develop and adhere to a Citizen Participation Plan, concerning the use of HOME Program funds and low-income housing needs.

13. Program Income. "Program Income" as defined at 24 CFR 92.2 generated by a Consortium Member will be held by each Consortium Member in a separate account specific to the HOME Program. Program Income received by a Consortium Member shall be retained by that Consortium Member for additional eligible activities. Program Income must be disbursed before that Consortium Member requests funds from the Consortium. Appropriate documentation of the receipt and use of Program Income will be provided to the Lead Entity in a format to be determined by the Lead Entity.

IV. LEAD ENTITY RESPONSIBILITIES

1. Legal Liability and Responsibilities. The parties hereto recognize and understand that the Lead Entity will be the governmental entity required to execute all grant agreements received from HUD pursuant to the Lead Entity's request for HOME Program funds. The Lead Entity will thereby become and will be held by HUD to be legally liable and have full responsibility for the execution of the HOME Program. The Lead Entity will be responsible for the Consortium's annual Action Plan or Five-Year Consolidated Plan with an annual Action Plan component, when required, and for meeting the requirements of other applicable laws, overall administration, and performance of the HOME Program, including the HOME Program projects and activities to be conducted by the Consortium Members. The Lead Entity assumes overall responsibility for ensuring the Consortium's HOME Program is carried out in compliance with the requirements of the Act, including requirements concerning a Consolidated Plan as set forth in the HOME Program regulations.

2. Eligibility Review and Compliance Monitoring. The Lead Entity's supervisory, program and administrative obligations to the Consortium Members shall be limited to the performance of the administrative and program tasks necessary to make HOME Program funds available to the Consortium Members and to provide monitoring to various projects funded with HOME Program funds to ensure that they comply with applicable federal laws and regulations. The Lead Entity shall be responsible for determining eligibility and confirming the compliance of the HOME Program projects with applicable federal laws and regulations.

3. Reporting Requirements. The Consortium Members will provide the Lead Entity with an annual HOME Program activity report of HOME Program funded projects. The Consortium Members will also, on a quarterly reporting cycle, provide the Lead Entity with reports that capture and identify program income derived from the HOME Program funded activities.

V. CONSORTIUM MEMBERS' RESPONSIBILITIES

1. Action Plan/Consolidated Plan Submissions. The Consortium Members shall prepare and submit to the Lead Entity their own separate annual Action Plan for the CDBG program, if applicable. The Consortium Members will submit their Action Plan and/or Consolidated Plan and/or information on proposed annual use of HOME Program funds, as applicable, to the Lead

Entity within a time frame established by the Lead Entity to enable the Consortium's Annual Action or Consolidated Plan to be submitted as a joint submission to HUD.

The Consortium Members shall submit reporting information called for by the Citizen Participation Plan to Lead Entity staff for inclusion into the report or plan. The Consortium Members are also responsible for informing their citizens of the impact of and proposed use of HOME Program funds (and/or CDBG funds) within the Consortium Members' jurisdiction.

2. Reporting Requirements. The Consortium Members shall prepare and submit applicable information on the use of HOME Program funding to the Lead Entity for consolidation into the HOME Program report, the following reports, if applicable, for submission to HUD according to applicable deadlines are Impediments to Fair Housing, Citizen Participation Plan, Minority Business Enterprise/Women's Business Enterprise reports, and federal cash transaction reports. The annual HOME Consolidated Action Plan Evaluation Report (CAPER) will be a joint effort with the Consortium Members providing information on their annual use of HOME Program funds as applicable. The Consortium Members will also prepare and submit any other reporting requirements required by HUD.

3. Lead Entity and Consortium Member Cooperation. The Lead Entity shall cooperate and work with the Consortium Members in the preparation of detailed projects and other activities to be conducted or performed within the Consortium Member during the federal program years this IGA is in effect. The Consortium Members agree to cooperate with the Lead Entity to undertake or to assist in undertaking housing assistance activities for the HOME Program.

4. Disallowed Expenditures. The Consortium Members assume full responsibility for payment of HOME Program expenditures made in their jurisdictions that are disallowed by HUD.

VI. SPECIAL PROVISIONS

1. Indemnification. Each party assumes responsibility for the actions and omissions of its agents and its employees in the performance or failure to perform work under this IGA. It is agreed that such liability for actions or omissions of its own agents and employees is not intended to increase the amounts set forth in the Colorado Governmental Immunity Act, now existing, or as may be amended. By agreeing to this provision, the parties do not waive nor intend to waive the limitations on liability which are provided to the parties under the Colorado Governmental Immunity Act § 24-10-101, *et seq*., C.R.S., as amended.

2. Compliance with the Act. In the event there is a revision of the Act and/or regulations that would cause this IGA to be out of compliance with the Act or regulations, all parties to this IGA shall review this IGA to reasonably and in good faith renegotiate those items necessary to bring this IGA into compliance.

All parties understand that the refusal to renegotiate this IGA may result in the loss of the effective use of this IGA as of the date it is out of compliance with the Act and/or regulations as amended.

3. Monitoring and Accounting. The Lead Entity shall maintain financial, project, and other records and accounts for the Consortium in accordance with the requirements of the Act and regulations.

All Consortium Members agree to make available all records and accounts pertaining to HOME Program funded projects covered by this IGA at all reasonable times to their respective personnel and duly authorized federal officials.

4. Other Applicable Laws. All projects undertaken pursuant to this IGA shall be subject to any relevant state statutes, home rule charter provisions, assessment, planning, zoning, sanitary and building laws, ordinances and regulations applicable to each Consortium Member or smaller municipality in which a project receiving HOME Program funds is situated.

5. Authority to Amend IGA.

a. The Lead Entity is authorized to amend the IGA to add new members or to incorporate automatic renewal provisions, or for other reasons approved by HUD on behalf of the entire consortium, unless otherwise specified in its IGA. This IGA is an integration of the entire understanding of the parties, and any amendment must be signed by the authorized representatives of the parties.

b. Before the beginning of each new qualification period, the Lead Entity shall submit to the HUD Field Office a statement of whether or not any amendments have been made to this IGA, a copy of each amendment to this IGA, and, if the Consortium's membership has changed, the state certification required under 24 C.F.R. § 92.101(a)(2)(i). The Consortium shall adopt any amendments to this IGA that are necessary to meet HUD requirements for consortium agreements in successive qualification periods. The automatic renewal of the IGA will be void if: the Lead Entity fails to notify a Consortium member, or the HUD field office as required under this automatic renewal provision; a new Consortium member is added for the first year of a new qualification period; or the Lead Entity fails to submit a copy of each amendment to this IGA as required under this automatic renewal provision.

6. Lead Entity. Subject to the provisions of this IGA, the Lead Entity is authorized to act in a representative capacity for all of the Consortium Members for the purpose of the Act, and the Lead Entity assumes overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with the Act including requirements concerning a Consolidated Plan. The lead entity for the Consortium shall be the City of Boulder.

7. Severability. Invalidation of any one or more of the provisions of this IGA shall in no way affect any of the other provisions thereof, which shall remain in full force and effect.

8. Financial Obligations of the Parties. Each party's financial obligations under this IGA are contingent upon appropriation, budgeting, and availability of specific funds to discharge those obligations. Nothing in this IGA constitutes a debt, a direct or indirect multiple fiscal year

obligation, a pledge of the credit of either party, or a payment guarantee by either party to the other party.

9. Execution by Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24 71.3 101 to 121.

EXECUTED as of the date first set forth above.

SIGNATURE PAGES TO FOLLOW

CITY AND COUNTY OF BROOMFIELD

_____

Mayor

SEAL

ATTEST:

_____

City Clerk, City and County of Broomfield

APPROVED AS TO FORM:

_____

City Attorney, City and County of Broomfield

BOULDER COUNTY

By:_____
Chair of the Board of County Commissioners

_____
Date

ATTEST:

_____
Clerk to the Board

CITY OF LONGMONT

_____
MAYOR

ATTEST:

_____ _____
CITY CLERK DATE

APPROVED AS TO FORM:

_____ _____
ASSISTANT CITY ATTORNEY DATE

_____ _____
PROOFREAD DATE

_____
APPROVED AS TO FORM AND SUBSTANCE:

_____ _____
ORIGINATING DEPARTMENT DATE

CITY OF LAFAYETTE

By:_____
Mayor, City of Lafayette

_____
Date

SEAL

ATTEST:

_____
Clerk to the City Council

CITY OF LOUISVILLE

By:_____
Mayor, City of Louisville

_____
Date

SEAL

ATTEST:

_____
Clerk to the City Council

TOWN OF SUPERIOR

By:_____
Mayor, Town of Superior

_____
Date

SEAL

ATTEST:

_____
Clerk to the City Council

TOWN OF ERIE

By:_____
Mayor, Town of Erie

_____
Date

SEAL

ATTEST:

_____
Clerk to the City Council

TOWN OF LYONS

By:_____
Mayor, Town of Lyons

_____
Date

SEAL

ATTEST:

_____
Clerk to the City Council

TOWN OF NEDERLAND

By:_____
Mayor, Town of Nederland

_____
Date

SEAL

ATTEST:

_____
Clerk to the City Council

TOWN OF JAMESTOWN

By:_____
Mayor, Town of Jamestown

_____
Date

SEAL

ATTEST:

_____
Clerk to the City Council

TOWN OF WARD

By:_____
Mayor, Town of Ward

_____
Date

SEAL

ATTEST:

_____
Clerk to the City Council

CITY OF BOULDER,
a Colorado home rule city

_____
Nuria Rivera-Vandermyde
City Manager

Date:_____

ATTEST:

_____
City Clerk

Date: _____

APPROVED AS TO FORM:

_____
City Attorney's Office

Date: _____

EXHIBIT A

Allocation of Funding

The intention of the Consortium is to provide the majority of the annual HOME fund allocation to support a single project where possible. This annual allocation does not include the funds required to be set aside to support Community Housing Development Organization ("CHDO") development activities (15 percent), the program administration portion (10 percent), or Broomfield's annual allocation (13 percent). Funds will rotate to different Consortium Members each year with the exception of the City of Boulder which will receive allocations for two consecutive years. The proposed multi-year rotation cycle is intended to be comparable to the HOME Consortium shares set forth in the HUD HOME Consortium Builder or other HUD estimating tool. The estimated annual funding will be adjusted according to actual funding allocated by HUD.

Funds will generally rotate according to the following schedule:

Consortium Members & Lead Entity	Year 1 and 5	Year2 and 6	Year 3	Year4
City of Boulder (PJ or Lead Entity)			**X**	**X**
City of Longmont	**X**			
Boulder County		**X**		
City and County of Broomfield*	**X**	**X**	**X**	**X**
CHDO Reserve	**X**	**X**	**X**	**X**

*Broomfield is electing to maintain its annual allocation to support its ongoing TBRA program.

Funding priority will be guided by the agreed upon schedule. Each Consortium Member referenced above is in line to receive an allocation.

There is an exception to having a fixed position in the fund rotation if a Consortium Member elects to receive an annual program allocation. While this election excludes the Consortium Member from a fixed position in the rotation, it does not eliminate the possibility of this Consortium Member being considered for the allocation when another project is not identified. The cities of Lafayette, and Louisville, and the towns of Lyons, Superior, Jamestown, Nederland, Ward and Erie may access funds through Boulder County, who is the designated "fiscal agent" within the consortium for the smaller municipalities.

It is the intent of the Consortium Members to meet the CHDO requirements jointly in the distribution of funds. Annually, the CHDO set aside allocation will be distributed based on the location of a CHOO-eligible project. Priority will be given to a CHOO project located in the Consortium Member receiving the primary allocation in each year. If that Participating Jurisdiction cannot identify a CHDO-eligible project within their geographic boundary(ies) that will meet the HOME requirements (timeliness, set aside, etc.), it will be the responsibility of all Consortium Members to seek non-profit agencies that are eligible to receive CHDO funds.

Potential HOME projects will be presented, reviewed, prioritized and selected jointly by the Consortium Members. Following approval by the Consortium Members, if a governing body

exists in the jurisdiction receiving the HOME funding, the project(s) will be presented to the governing body for local approval. The City of Longmont Housing and Community Investment staff receives funding recommendations from two advisory groups with their City Council approving projects. The Broomfield County Commissioners approve projects located in the City and County of Broomfield. Projects located within the City of Boulder will be reviewed and recommended by the City Manager appointed Technical Review Group. The Board of County Commissioners approve projects located throughout Boulder County. Following local approval where applicable, as the Lead Entity assigned the fiduciary responsibility of the HOME Consortium, the City of Boulder City Manager will approve all HOME funding allocations.

ITEM NO. 6j

INFORMATION FOR MEETING
OF THE SUPERIOR LIQUOR LICENSING AUTHORITY

AGENDA ITEM NAME: **Approval of a Tastings Permit for Superior Liquor Market**

MEETING DATE: **April 14, 2025**

PRESENTED BY: **Shannon Dujardin, Town Clerk**

PRESENTED FOR: **Action**

BACKGROUND:
The liquor license for Superior Liquor Market was approved by the Liquor Licensing Authority in 1999 and has been annually renewed since then.

In 2004 the State adopted legislation that allows tastings of small samples of alcohol beverage products that are offered for sale in liquor stores, and Superior Liquor Market applied for and received a tastings permit every year since 2004 with the exception of 2021 due to COVID. Tastings permits are separate from the liquor license itself and must also be renewed annually.

Superior Liquor Market has submitted a renewal application for both its license and its tastings permit.

While the Council approved an ordinance authorizing the Town Clerk to administratively approve liquor license renewals last year, this ordinance does not apply to tasting permits, which must be approved by the Council acting as the Liquor Licensing Authority

If the tasting permit is approved, the Town Clerk will be able to administratively process the liquor license renewal application.

RECOMMENDED ACTION:
Approve the tasting permit for another year

MOTION:
Move to approve the tastings permit for Superior Liquor Market

ATTACHMENTS:
- Tastings Permit Application (Confidential - Council members only)

ITEM NO. 6k

INFORMATION FOR MEETING
OF THE SUPERIOR TOWN COUNCIL

AGENDA ITEM NAME: **Resolution – Approving a Professional Services Agreement with RockSol Consulting Group, Inc. for the Construction Management and Inspections for the Rock Creek Parkway Bridge Improvements Project**

MEETING DATE: **April 14, 2025**

PRESENTED BY: **Christine Katz, Public Works & Utilities Civil Engineer**
Brannon Richards, Public Works & Utilities Director

PRESENTED FOR: **Action**

BACKGROUND:

On March 10, 2025, the Town Council approved a construction contract with Dietzler Construction for the Rock Creek Parkway Bridge Improvements Project at Purple Park near McCaslin Blvd. This project was awarded grant funding from CDOT's Off-System Bridge Grant through the Special Highway Committee that covers 80% of the construction costs of this project with the Town responsible for a 20% match.

The approved construction contract was below the available grant funding for the project, allowing for the remaining grant funds to be used for Construction Management and Inspection services. Due to the amount of Public Works construction projects the Town is completing this summer and the availability of grant funding on this project, Town staff is bringing on a consultant to perform Construction Management and Inspection services to assist the Town with this project. The consultant will work with the Town, the Design Engineer (JT Consultants), the Contractor (Dietzler Construction), and CDOT to ensure compliance with Town and CDOT requirements throughout the project. The consultant will be contracted for the entirety of construction, March through August of 2025, and also assist the Town with closeout of the grant at the end of the project.

Project Bid Evaluation

The project was bid out to the Town's current on-call engineering consultants who were procured in 2024 to perform construction management services. Only one of the on-call consultants, RockSol Consulting Group, submitted a proposal. Staff reviewed this proposal and believe it to be a fair cost for the work that will be performed. RockSol has a very knowledgeable team of engineers and has managed CDOT grants and construction management services on CDOT funded projects for the Town and surrounding municipalities.

Table 1 – Bid Results

Engineering Consultant	Total
RockSol Consulting Group	$143,115.84

Town staff recommends award of the project to RockSol Consulting Group.

BUDGET IMPLICATIONS:

The Town received a CDOT Off-System Bridge Grant through the Special Highway Committee for 80% of the project construction cost up to $1,076,565.60. Because the construction cost came in lower than the engineer's estimate, CDOT is allowing the Town to include Construction Management and Inspection costs as part of the grant funding. A breakdown of the project construction and grant management costs:

Table 2 – Funding Breakdown

	Bid/Proposal Fee	CDOT Funding (80%)	Town Funding (20%)
Construction (Dietzler Construction)	$1,171,425.46	$937,140.37	$234,285.09
Construction Management & Inspection (RockSol)	$143,115.84	$114,492.67	$28,623.17
TOTALS:	**$1,314,541.30**	**$1,051,633.04**	**$262,908.26**

The Town's cost will be charged to the Rock Creek Parkway Pedestrian Underpass, cost center 42-430-6613 which has unused funds from 2024 and 2025.

2024: 42-430-6613 $533,420.00
2025: 42-430-6613 $1,050,000.00

Total: 42-430-6613 $1,583,420.00
Budgeted Grant Funding $1,076,565.60
General Funds Budgeted: $506,854.40

The CDOT funding (80% of total costs) of $1,051,633.04 is less than the awarded grant max of $1,076,565.60. The remaining grant funds may be used if we encounter any unexpected conditions or change orders.

The Town's expected match for this project of $262,908.26 is less than the budgeted $506,854.40.

RECOMMENDED ACTION: Based upon RockSol Consulting Group's extensive experience in construction management and inspection of CDOT funded projects, staff recommends approval of the professional services agreement with RockSol Consulting Group for the Rock Creek Parkway Bridge Improvements Project Construction Management and Inspection services in the amount of $143,115.84.

MOTION:
Move to adopt a Resolution approving a professional services agreement with RockSol Consulting Group, Inc. for the Construction Management and Inspection of the Rock Creek Parkway Bridge Improvements Project in the amount of $143,115.84.

ATTACHMENTS:

- Resolution
- Professional Services Agreement
- RockSol's Proposal and Fee

TOWN OF SUPERIOR
RESOLUTION NO. R-24
SERIES 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR APPROVING THE CONSTRUCTION MANAGEMENT AND INSPECTION PROFESSIONAL SERVICE AGREEMENT WITH ROCKSOL CONSULTING GROUP, INC. FOR THE ROCK CREEK PARKWAY BRIDGE IMPROVEMENTS PROJECT

WHEREAS, the Town desires to have grant management services for the CDOT grant, construction management services, construction inspection services, and materials testing services for the Rock Creek Parkway Bridge Improvements Project; and

WHEREAS, the Town Council finds it is in the best interest of the public health, safety and welfare of the Town to contract with RockSol Consulting Group, Inc. to perform the Construction Management and Inspection Services for the Rock Creek Parkway Bridge Improvements Project.

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

Section 1. The Professional Services Agreement between the Town and RockSol Consulting Group, Inc. is hereby approved in substantially the same form as attached hereto, subject to final approval by the Town Attorney.

ADOPTED this 14th day of April, 2025.

_____
Mark Lacis, Mayor

ATTEST:

_____
Shannon Dujardin, Town Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this 14th day of April, 2025 (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 RockSol Consulting Group, Inc., an independent contractor with a principal place of business at 12076 Grant St., Thornton, CO 80241 ("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 Monday, March 31, 2025, 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 $143,115.84. 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.

XI. 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. T he 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 Town 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 Town 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 Town 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 Town 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 Town 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 Town, and understands and agrees that the Town 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 Town and understands and agrees that the Town 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 Town, 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 Town, the Federal Government may pursue available remedies, including without limitation suspension and debarment.

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

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

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

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

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

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

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

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

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

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

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

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

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

P. *Housing and Community Development Act*.

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

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

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

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

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

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

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

TOWN OF SUPERIOR, COLORADO

_____
Mark Lacis, Mayor

ATTEST:

_____
Shannon Dujardin, Town Clerk

CONTRACTOR

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2025, by _____ as _____ of _____.

My commission expires:

(S E A L)

_____
Notary Public

EXHIBIT A
SCOPE OF SERVICES

Contractor's Duties

PROJECT UNDERSTANDING:

The Town of Superior has received a CDOT Off-System Bridge Grant to perform bridge rehabilitation on a significant structure for the Town. Rock Creek Parkway runs over a pedestrian trail and a small water ditch. The bridge was rated to be in poor condition according to the 2023 CDOT Routine Inspection Report.

This project will involve bridge repair and reinforcement. This will require that the material covering the box culvert be removed to allow for patching on the top and bottom surfaces of the box culvert top slab. The reinforcing steel will be evaluated and repaired, if necessary. A waterproof membrane will be applied before the soil and road surface are reinstalled over the bridge.

Additionally, new steel supports will be added to reinforce the midline of the bridge to prevent future structural deterioration. New helical piles will be installed along with steel columns and a steel support beam. The structural Engineer of Record will be under contract by Superior to provide structural inspections and evaluations and will guide the project team.

The Town is requesting construction management and materials testing services that will follow the CDOT Local Agency process. RockSol is well-suited for this project, and our team is excited for the opportunity. This proposal outlines our approach to construction management and testing oversight.

CONSTRUCTION MANAGEMENT & INSPECTION:

Contract Administration, Coordination, and Correspondence
RockSol will provide administrative organization for all project communication and documentation for this construction project. We will make sure that our team tracks and meets the needs of required CDOT Local Agency paperwork. We will manage, at a minimum, weekly project meetings with the Town, the Contractor, and CDOT, including preparing agendas and minutes. The meetings will be used to track the work, address problems, track action items including any needed change orders, and identify coordination and information needs. RockSol has the experience to identify potential risks for the Town's team to ensure appropriate response is taken prior to problems escalating during construction. RockSol will maintain project files, including meeting minutes and rosters, any discussions and changes made during construction, project related decisions, communication and memorandums to and from the Contractor and the Town, traffic control items, project financial items, change orders, shop drawings, etc. We will ensure construction documentation for the projects follows all federal-aid requirements and Town project procedures.

Interpretation of Drawings and Specifications
The Project Engineer, Alex DeWitt, will use his transportation experience to assist with project submittal review and provide comments to the Town's Project Manager. If needed, we will forward any submittal reviews to the appropriate party, including the structural engineer. This advanced work ensures constructability of the project and that all specifications are met. In addition, we will log receipt of all requests for information (RFIs), forward the RFI to the appropriate party, coordinate with the Town's Project Manager for response and closure, and document the results in a tracking system to assure that all questions are resolved promptly. Any field revisions to the plans will be coordinated with the Town Project Manager and the Engineer of Record for potential change orders and distributed to the contractor, the Town, and affected parties.

Tailored Construction Inspection
Alex and Kaleb can perform multiple roles, allowing for flexibility of tasks. Project observations and inspections will be performed prior to and during work on major items, ensuring they are completed in accordance with project plans, standards, and specifications. RockSol will prepare pay item measurement and documentation which meets all applicable CDOT, County, FHWA, or Local Agency standards. Our team will perform daily checks on critical path items. We will prepare interim measurements for each monthly pay estimate as well as final measurements and documentation for each item as that item is completed. Alex will serve part time as the project engineer guiding the inspection, materials testing and documentation. Kaleb will be on site more regularly as-needed for inspection, and he holds ACI Field certifications to perform some of the concrete testing to help minimize project costs.

Written Record of the Daily Construction Activities
All project staff will maintain a project diary and a daily record of the project activities including construction manpower and equipment. These records will serve as an accurate and complete record of the progress of the work on the project. We will provide photo documentation as execution of the work progresses. Our team is well-versed in this work and will maintain all inspection documentation for the project to ensure all work is managed and monitored individually for compliance. RockSol will prepare and distribute routine correspondence to the Contractor, the Town's project staff, and other stakeholders as required throughout the duration of the project.

Review Schedule and Payment Requests
RockSol will review, compare, and certify the contractor's monthly payment request with the field quantity measurements to ensure the payment is reasonable and justified, and promptly make a recommendation to the Town on the payment request. RockSol will review the Contractor's weekly lookahead schedule including upcoming inspection and testing requirements and will compare it against the baseline schedule and notify Superior of any concerns.

Materials Testing, Build America/Buy America Compliance and Documentation
The Materials Documentation is a key part of meeting CDOT requirements. Alex has recent experience with the requirements that have changed significantly over the last few years. Additionally, with his testing experience he is well aware of what is needed and will ensure that

all materials testing and documentation meets the town and CDOT's requirements. RockSol will also assist with any Independent Assurance Tests (Form #379) if needed.

Civil Rights Compliance
There are several requirements on federally funded projects that our team will complete including the contractors payroll requirements, labor interviews monthly, and other civil rights documents. Alex is trained and experienced with B2GNow and LCP Tracker and will assure that all of these items are completed.

Additional Town and CDOT/federally funded project requirements include weekly time counts, approved traffic control plans and associated staff certification documents, and final project punchlist. We will also assist with tracking the contractor's as-builts and provide all final CDOT project forms including a professional engineering stamp on the Materials Testing Schedule (Form #250) and the Explanation of Exceptions (Form #474).

Additionally, RockSol can help Superior prepare the Requests for Reimbursements (RFRs) that are submitted to CDOT for project cost reimbursements, if requested.

Monitor Compliance with Project Procedures
RockSol's staff are very familiar with standard construction industry practices, and are well trained to perform all tasks required by federal statutes. RockSol personnel can be counted on to continuously maintain the highest level of construction standards. As part of the project documentation, our staff in coordination with the Town Project Manager, will provide the contractor with verbal and written notifications of any work that is non-compliant. We will follow up at weekly progress meetings and, if necessary, at the final inspection until all issues are corrected.

Emphasizing Effective Communication
We believe strongly that communication alleviates most project concerns. Alex will take the lead role in ensuring effective communications on this project and be the sole point of contact. The RockSol team prides itself on working with the Town every step of the way; our team will maintain effective communication with the Town's Project Manager to ensure all work activities performed by the contractor are per approved plans and specifications. Additionally, Alex will coordinate with the CDOT LA coordinator who will be tracking this project. RockSol management will work closely with all project participants and check in with Superior to make sure our team is fulfilling the town's needs. Combined, these approaches will allow the RockSol team to serve as a true extension of Superior's staff.

COST CONTROL

Budget Management
RockSol is committed to providing clients with quality projects—on budget and on schedule—and to keeping them informed of costs-to-date. Stephany has extensive experience in controlling construction management costs and utilizing Cost Projection Reports, which track charges and compare the budgeted amount against actual expenditures. On a weekly basis, she will review

and manage time to ensure efficient and effective use of resources. Prior to submittal, Stephany will review monthly invoices and progress reports for accuracy.

Controlling Construction Costs
Alex is experienced in tracking and controlling costs on construction projects, and he will ensure all construction costs are justified. The Contractor's billings will be provided to the Town and evaluated for potential overruns and underruns monthly.

During construction, we can identify any issues that could lead to project cost increases and communicate these to the Town. Based on our experience, we can suggest solutions that may be more cost effective while achieving the expected high quality.

Controlling Consulting Costs through Staffing
Our approach to this project is to use Alex as our Project Engineer and Kaleb as the project inspector/tester. We understand that bridge rehabilitation construction will have peaks and valleys of work. Kaleb will be available for inspection services and materials testing. We can also supplement the project needs during busy times with staff from our nearby Thornton office. As mentioned earlier, Kaleb is ACI-certified and can test concrete helping to reduce project costs to the Town.

Our experience has shown that projects utilizing this approach with flexible staffing is both more efficient and cost effective for our clients. Our goal is to ensure the project is appropriately staffed at the times when the staffing is needed, and we will work with the Town to monitor the Contractor's production schedule.

March 28, 2025

RockSol Consulting Group, Inc.

Christine Katz, PE, Civil Engineer
Town of Superior
124 E. Coal Creek Drive
Superior, CO 80027

SUBJECT: Rock Creek Parkway Bridge Improvements ~ Construction Management
Town of Superior ~ PW-2025-02A

Dear Ms. Katz and Selection Committee:

RockSol Consulting Group, Inc. (RockSol) is pleased to submit this proposal to provide construction management, inspection, and testing services under the subject contract. We are a Colorado firm with a full service testing laboratory in Thornton, dedicated to providing high quality transportation engineering services to federal, state, and local government agencies. Our guiding work approach is to provide exceptional attention to the needs of our clients. Thus, **we have proposed a construction team with a firm grasp of this project's challenges and are prepared to manage the construction of this project as an extension of the Town of Superior's staff.** The RockSol team brings a collaborative approach to best meet Superior's needs. We offer:

- ***Local Agency Knowledge***
  Our Project Manager, Stephany Westhusin, is a former City of Boulder project manager who has managed numerous municipal, state, and federally funded projects. She also oversees many of our Local Agency coordination projects under our associated contracts with CDOT Regions 1, 3, and 4. Additionally, Alex DeWitt also has extensive CDOT Local Agency experience and Town of Superior construction management experience playing a key role on several of Superior's last few Local Agency projects. RockSol is extremely familiar with the distinct processes, expectations, and requirements for municipal projects with external funding and CDOT oversight. Our team members will ensure that all documentation is thorough, accurate, and submitted on time.

- ***Local Experience with In-House Staff***
  Since RockSol will perform all services including construction management, inspection, and quality assurance materials testing services on this project, communication will be seamless. Our construction inspector can also provide materials testing services and is familiar with documentation requirements, allowing us to create a small, cohesive team. Drawing from our prior work with clients such as the City and County of Broomfield, City of Lafayette, City of Louisville, CDOT, and others, our team has an in-depth understanding of the needs and expectations of this type of project. RockSol has successfully completed similar projects for the Town of Superior, and we have experience collaborating with varied stakeholders and facilitating the coordination necessary to ensure a successful project. Our Project Engineer, Alex Dewitt, brings extensive experience with similar projects and is enthusiastic about contributing to the success of this project.

- ***Commitment to Quality Services***
  The RockSol team is committed to providing superior performance. Our Quality Management System was designed to provide all services with care, keeping project needs in mind, thereby meeting and exceeding our client's expectations. We excel at responding quickly to client requests, developing the right teams, and executing the scope of services to meet your needs.

Combined, these qualifications demonstrate RockSol's ability to produce excellent work for the Town of Superior. We appreciate the opportunity to provide this proposal and look forward to continuing our relationship with Superior. **The information contained in this proposal, including all attachments, is true and complete to the best of our knowledge. RockSol has no interest or will have interest, direct or indirect, which will conflict our performance on this project. Please contact Stephany Westhusin at 303.253.4028 or via e-mail at westhusin@rocksol.com, if we can be of any assistance.**

Sincerely,

Stephy P. Westhusin

Stephany Westhusin, PE
Project Manager

FIRM OVERVIEW & CAPABILITIES

RockSol Consulting Group, Inc. (RockSol) provides engineering and construction management services to government agency clients, many with similarities to the Town of Superior. We are a **Colorado-based firm of over 200 employees** providing engineering services for the analysis, design, and construction of roadways, bridges, trails, structures, retaining walls, pavements, and foundations.

Our full capabilities include construction management, inspection, and quality assurance materials testing services as well as geotechnical investigations, pavement design, structural engineering, roadway design, environmental services, and traffic engineering. **For 28 years, RockSol has built our reputation on providing top quality services to all our clients.**

Our core values of **responsiveness, flexibility, and high quality work** result in superior service to our clients. We look forward to providing the Town of Superior with the same high level of service. We are dedicated to serving as an extension of your staff for the duration of this contract and will prioritize responsiveness to Superior staff.

Capacity

RockSol can offer the Town the assurance that this project will be a high priority. RockSol is fully capable of giving this project the attention it requires in order to provide high-quality construction management and inspection services.

High Quality Services

RockSol approaches every project the same way: provide superior quality services efficiently and effectively. We are committed to excellent client service and responding rapidly to client requests. **Our services are backed by our quality commitment and supported by our Quality Management System**, which emphasizes the needs of our clients and adheres to current industry and regulatory standards. Our successful past performance exemplifies our dedication to quality transportation projects and has earned us our ISO 9001 certification.

Local Presence

RockSol maintains four in-house laboratories in Colorado, certified by AMRL, CCRL, and US Army Corps of Engineers, capable of performing standard soil, concrete, and asphalt pavement materials testing. This project will be managed out of our headquarters located at our Thornton Office that is accredited by CDOT through CP10 each year.

Our responsive approach and our presence in the Denver metropolitan area place RockSol in an excellent position to provide high-quality, efficient services to the Town.

Stakeholder Coordination

RockSol understands the importance of working with the Town, including all stakeholders, to ensure that all phases of the work are smoothly coordinated. **Your concerns are our concerns.** Our project managers and team leads have extensive experience on municipal projects that involve coordinating with utility and property owners as well as various other stakeholders including other Town staff members and departments.

Experienced Team

RockSol is highly experienced in providing construction management and inspection services for local agencies. Our strength lies in exceptional project management support, enabling smooth delivery of each task.

Our Project Manager, Stephany Westhusin, is experienced in all aspects of project development from planning and design through construction of transportation projects. Her career has included serving in an instrumental role in the development of the Local Agency Manual, and she now oversees many Local Agency projects, guiding cities, towns, and counties through the process.

Our Project Engineer, Alex Dewitt, has worked with Stephany on numerous Local Agency projects. His exemplary work demonstrates his ability to manage this project, including all documentation, and exceed the Town's expectations. Alex has successfully worked on several Superior projects and is familiar with many Town staff members.

The Town will be complying with the CDOT Local Agency process for this project. Our team understands these requirements, and we will ensure the Town receives reimbursement for their project in a timely manner.

ORGANIZATIONAL CHART

Town of Superior
Gateway to Boulder Valley

TOWN CONTACT

Brannon Richards, PE: Public Works Director
Christine Katz, PE: Project Manager

PROJECT MANAGER

Stephany Westhusin, PE

PROJECT TEAM

Alex Dewitt, PE: Project Engineer

Kaleb Tischler: Construction Inspector/Materials Technician

ADDITIONAL ROCKSOL RESOURCES
(AVAILABLE IF REQUESTED BY THE TOWN)

Mo Hosseini: Laboratory Manager/Head Technician

Lauren Gentile, PMP, ENV SP: MS4 Compliance and Environmental Support

Dan Beltzer, PE: Safety Critical Work and Structures Review

Jim Zufall, PE: Dispute Resolution

Stephany has over 40 years of experience encompassing all aspects of project development-from planning and budgetary considerations, to construction oversight and project management. Her time spent in service to the City of Boulder as Transportation Capital Improvement Manager and Transportation Project Manager has given her a unique perspective on cradle to grave project management. Prior to working for the City of Boulder Stephany worked as a Project Engineer for CDOT Region 4. Stephany has the ability to communicate effectively with CDOT and Local Agency units, the Federal Highway Administration (FHWA), contractors, consultants, and other stakeholders garnered from her many years coordinating work. Additionally, she has experience with the design and project management of multi-modal transportation methods, and managing and training multiple employees. Stephany is currently serving as extension of CDOT staff in Region 1, 3, and 4 providing Local Agency Oversight for design and construction projects.

Ralston Road - Upham St. to Yukon St. ~ City of Arvada

Project Manager

This City of Arvada project reconstructed Ralston Road between Upham Street and Yukon Street. Project work consisted of excavation, HMA grading, erosion control, traffic control, and installation of a new traffic signal. RockSol provided construction administration, management, and inspection services for this project. Stephany provided Project Management and oversight for the City of Arvada, while maintaining all CDOT requirements. Stephany served primarily as the Consultant Project Engineer, assisting the City of Arvada with Change Orders and used her experience to make quick and efficient decisions.

US 36 Bikeway Extension ~ Town of Superior

Project Manager

This project was located within the limits of the Town of Superior and divided into three segments. The first segment was on the south side of US 36 beginning at the existing bike overpass passing beneath the 88th Street bridge and connecting to east side of 88th Street. The second segment was at the east side of Rock Creek Parkway between 88th Street and Honey Creek Lane. The third segment was located at Autrey Park. This project included Town and federal funding and most of the project work was concrete bikeway ranging from 8-feet to 12 feet wide. Other pay items included unclassified excavation, Class 6 ABC, pedestrian railing, reinforced concrete pipe, and median cover. RockSol provided construction management and other professional services for this project. Stephany served as the Construction Services Manager for this project.

120th Avenue Corridor Improvements ~ City of Northglenn

Project Manager

The City of Northglenn contracted for a roadway widening project along 120th between Sylvia Drive and the RTD Overpass near Claude Court. This project included City and Federal funding. Most of the project work was roadway widening with HMA along with several storm drains throughout the site. Other pay items included removal of concrete and HMA, unclassified excavation, sidewalks, RCP, inlets, overhead signal work, and more. RockSol provided construction management services for this project. Stephany served as the Construction Services Manager and acted as the point of contact to assist City of Northglenn in fulfilling construction management and inspection needs.

Local Agency CM Support ~ CDOT Region 3

Project Manager

RockSol provided Local Agency construction support for multiple CDOT Local Agency projects located in Region 3. We have provided construction management support services for many projects in Cities and Towns including Frisco, Eagle, Granby, and Glenwood Springs. RockSol assisted Cities, Towns, and Counties with administration of projects which have state and federal funding. RockSol staff followed the projects from start to finish, assisting with and discussing CMOs and assuring all project documentation is completed per the necessary CDOT requirements on various projects.



STEPHANY WESTHUSIN, PE

RockSol Project Manager

Availability: 30%

41 Years of Experience

7 Years with RockSol

Professional Engineer: Colorado

BS, Civil Engineering, University of Colorado

Alex is a talented engineer in transportation construction whose extensive experience with inspection and testing services as well as oversight on state and federal documentation for municipalities with CDOT oversight has given him a unique and broad perspective. In addition, he can communicate well with contractors and team members. He has experience overseeing all types of transportation projects that include items such as concrete, asphalt paving, construction traffic control, erosion control, and earthwork. He also has experience with materials testing including flatwork and structural concrete, asphalt paving, subgrade, and base course construction. Alex is a skilled project engineer with a broad knowledge of project documentation having provided services to various agencies along the front range. He is an asset to any project team.

58th & Kipling Signal Rebuild ~ City of Arvada

Assistant Project Engineer

Alex worked as the Assistant Engineer and backup inspector for the project. Alex maintained all the required documentation including Pay Item forms (266s), time counts, EEO documentation, and the materials book. Alex ran the weekly meetings and reviewed schedules to make sure the project would be completed on time. Alex worked with CDOT throughout the entire closeout to make sure all documentation was correct and acceptable for CDOT. This Local Agency project added various traffic items (signals, conduit, traffic poles, etc.) at the 58th and Kipling intersection and reconstructed existing islands in the City of Arvada. Project work consisted of removal of existing sidewalks and ADA ramps, resetting traffic signal items, new sidewalks and ADA ramps, traffic poles, traffic signals, and more. RockSol provided construction coordination, documentation assistance, construction management, and materials testing for this project.

Ralston Road - Upham St. to Yukon St. Part 1 ~ City of Arvada

Assistant Project Engineer

Alex worked as the Assistant Engineer and backup inspector for the project. Although the City of Arvada had a full-time inspector on site, Alex maintained all the required documentation including Pay Item forms (266s), time counts, EEO documentation, and the materials book. Alex assisted with inspections on site during the absence of the City Inspector. Alex worked with CDOT throughout the entire closeout to make sure all documentation was correct and acceptable for CDOT. This project reconstructed Ralston Road in Arvada, Colorado between Upham St. and Yukon St. Project work consisted of a roadway widening, new sidewalk, curb and gutter, colored median cover, upgraded storm sewers, a new traffic signal, and an HMA overlay. These improvements required large attention to detail for all roadway work and pedestrian detours. RockSol provided Local Agency Documentation oversight, and some inspection.

104th Street Trail Connection CM ~ City of Louisville

Assistant Project Engineer

Alex worked as the Assistant Engineer and backup inspector for the project. Alex maintained all the required documentation including Pay Item forms (266s), time counts, EEO documentation, and the materials book. He also ran the weekly meetings and reviewed schedules to make sure the project would be completed on time. Alex coordinated with multiple agencies that were project funding partners on the project. Alex handled calls and emails with residents throughout the entire project and he also worked with CDOT throughout the entire closeout to make sure all documentation was correct and acceptable for CDOT.

120th Avenue Corridor Improvements ~ City of Northglenn

Project Engineer

As Project Engineer, Alex oversaw this very large widening project on a major arterial in Northglenn. He led weekly, pre-pave, and specialty meetings. Alex oversaw the budget and pay estimates; certified payrolls; prepared, organized, and delivered documentation in the proper file structure; wrote multiple change orders including completing force account analysis; and reviewed and tracked submittals throughout the project's life. As the Project Engineer, Alex played a major role in the coordination and management of this project working with Northglenn, CDOT, other consultants and multiple utilities staff to ensure a successful completion of the project and closeout of the documentation through the CDOT process.



ALEX DEWITT, PE

Project Engineer

Availability: 75% as needed

9 Years of Experience

8 Years with RockSol

Professional Engineer: Colorado

BS, Mechanical Engineering Technology, Oklahoma State University

Certifications:

Traffic Control Supervisor

Certified Flagger

Transportation Erosion Control Supervisor

CDOT Soils Inspector

WAQTC

ACI Concrete Field Testing Technician

ACI Concrete Strength Technician

ACI Aggregate Testing Technician

ACI Laboratory Testing Technician Level I

CAPA I Asphalt Inspection

OSHA 10 Hour

LIMS/SiteManager

Labor Compliance Certified Payroll Checking

Kaleb is an up and coming construction inspector and materials testing technician. After an internship with RockSol, he was brought on as a full-time field staff member, and has been instrumental in his project work. Kaleb shows initiative and enthusiasm and brings a can-do attitude to his project work and prioritizes communication with the project team to resolve issues.

19th Street Multimodal ~ City of Boulder

Materials Testing Technician

The 19th Street Multimodal Improvements Project constructed continuous sidewalks, curb and gutter, on-street bike lane facilities, upgraded or new pedestrian curb ramps, bus stop improvements, speed cushions, and landscaping along both sides of 19th St from the south side of Norwood Avenue to the north side of Sumac Avenue. The project also installed new storm sewer pipe and drainage inlets from Sumac Avenue to Wonderland Creek and replaced the existing Wonderland Creek CMP culvert with a larger concrete box culvert to meet floodplain development requirements. The existing travel lanes on the roadway received a 2" asphalt mill and overlay. Kaleb is assisting Alex on this project.

Chambers Road over Sand Creek Bridge Repair ~ City of Aurora

Materials Testing Technician Intern

This project for the City of Aurora involves repair of the bridge carrying Chambers Road over Sand Creek. RockSol is providing construction inspection and quality assurance materials testing services for this project. Kaleb provided inspection and materials testing as support to the project team.

Engineering Internship ~ KLJ Engineering*

Intern

During this internship, Kaleb reviewed South Dakota DOT specifications for general construction. He conducted site visits for projects located in Wall, South Dakota, and Cheyenne, Wyoming. He measured quantities for various construction projects and completed survey work when assistance was required. He inspected work being completed and monitored projects for safety.

**Completed at previous employer*



KALEB TISCHLER

Construction Inspector/Materials Technician

Availability: 100%

1 Year of Experience

<1 Year with RockSol

BS, Business Management in Technology, South Dakota School of Mines

Certifications:

CCA Work Zone Traffic Control

OSHA 10 Road Construction

CAPA LabCAT A

ACI Concrete Field Testing Technician

ATSSA Certified Flagger

PROJECT UNDERSTANDING

The Town of Superior has received a CDOT Off-System Bridge Grant to perform bridge rehabilitation on a significant structure for the Town. Rock Creek Parkway runs over a pedestrian trail and a small water ditch. The bridge was rated to be in poor condition according to the 2023 CDOT Routine Inspection Report.

This project will involve bridge repair and reinforcement. This will require that the material covering the box culvert be removed to allow for patching on the top and bottom surfaces of the box culvert top slab. The reinforcing steel will be evaluated and repaired, if necessary. A waterproof membrane will be applied before the soil and road surface are reinstalled over the bridge.

Additionally, new steel supports will be added to reinforce the midline of the bridge to prevent future structural deterioration. New helical piles will be installed along with steel columns and a steel support beam. The structural Engineer of Record will be under contract by Superior to provide structural inspections and evaluations and will guide the project team.

The Town is requesting construction management and materials testing services that will follow the CDOT Local Agency process. RockSol is well-suited for this project, and our team is excited for the opportunity. This proposal outlines our approach to construction management and testing oversight.

PROJECT APPROACH

Approach to Construction Inspection

The RockSol team prioritizes communication with owner-agencies to ensure projects are constructed to their standards and specifications. We coordinate our resources to efficiently and effectively complete projects.

Our team is familiar with working on projects with state and federal funding, and we have managed similar projects effectively in the past. Our Project Manager, Stephany Westhusin, has over 30 years of experience managing projects on a State and Federal level and ensuring their success. Alex and Stephany have worked together on multiple recently completed Local Agency projects. RockSol will utilize a core group of personnel to work cohesively with the Town of Superior and will also provide specialty resources to the Town on an as-needed basis.

Quality Management

RockSol is a quality-conscious organization. Our dedication and commitment to quality has earned our firm ISO 9001:2015 certification through a rigorous audit process examining our Quality Management System. Our QMS requires the RockSol Project Manager, Stephany, to oversee the performance of each of the project personnel. Alex DeWitt will use his extensive experience to assure that all requirements are accurate and of high quality.

Local Agency Construction Oversight

RockSol has extensive experience with the **CDOT Construction Oversight Checklist** for Local Agency Projects. The checklist is used to guide our construction engineers and managers through the Local Agency documentation process. With this checklist, a portion shown below, our team will ensure that all Local Agency requirements are satisfied.

CONSTRUCTION OVERSIGHT CHECKLIST FOR LOCAL AGENCY PROJECTS					
Local Agency -					
Project # /Project Name -					
Project Code -					
Local Agency Construction Documentation		Date Received / Reviewed by CDOT Staff	When to submit to LA Coordinator	Reference	Comments
Copy Needed in CDOT Project File (X)				Administrative	
Distribute Award Plans and Specifications	X		PreCon	LA Manual page 7-10, #7.10. 3 set of Plans, 11" x 17", Contract Documents and Construction Specifcations, 4 sets of Plans if project has structure. 1 set of Signed and Sealed Plans, 11 "X 17", Contract Documents and Construction	Alternative: 1 set of signed and sealed plans (11"X17"), Contract Documents and Construction Specifications and 1 electronic version of the signed and sealed plans (11"X17"), Contract Documents and Construction Specifications
Materials Testing Schedule -Form 250	X				Provided by CDOT
Independent Assurance Testing Schedule - Form 379	X				Provided by CDOT
Notice to Proceed to the Contractor	X		PreCon		LA to send to LA Coordinator when NTP is issued
Pre-Construction Meeting	X			https://www.codot.gov/business/designsupport/bulletins_manuals/cdot-construction-manual/agenda-forms	Possible attendees if in CDOT Right of Way - Maintenance - Traffic Operations - Resident Engineer - Environmental
Pre-Construction Meeting Minutes	X			LA Manual page 8-2, #8.3 Preconstruction Conferene	Complete copy of agenda and minutes should go out to each attendee for review
Form 1378	X		PreCon	Standard Specification 105.24f	Verify Form 1378 was completed. (Contractor Selection of Litigation or Arbitration)
Emergency Notification Information	X		PreCon	Template in LA filing system	Phone list of Project Personnel's contact information. If on State system LA Coordinator will distribute to applicable internal CDOT staff.
Initial work schedule bar chart or critical path method schedule and methods statements	X		PreCon	LA Manual page 8-4, #8.3.11, Standard Specification 108.03	Must be accepted by LA PE prior to work beginning



Construction Management & Inspection

Contract Administration, Coordination, and Correspondence | RockSol will provide administrative organization for all project communication and documentation for this construction project. We will make sure that our team tracks and meets the needs of required CDOT Local Agency paperwork. We will manage, at a minimum, weekly project meetings with the Town, the Contractor, and CDOT, including preparing agendas and minutes. The meetings will be used to track the work, address problems, track action items including any needed change orders, and identify coordination and information needs. RockSol has the experience to identify potential risks for the Town's team to ensure appropriate response is taken prior to problems escalating during construction. RockSol will maintain project files, including meeting minutes and rosters, any discussions and changes made during construction, project related decisions, communication and memorandums to and from the Contractor and the Town, traffic control items, project financial items, change orders, shop drawings, etc. We will ensure construction documentation for the projects follows all federal-aid requirements and Town project procedures.

Interpretation of Drawings and Specifications | Our Project Engineer, Alex DeWitt, will use his transportation experience to assist with project submittal review and provide comments to the Town's Project Manager. If needed, we will forward any submittal reviews to the appropriate party, including the structural engineer. This advanced work ensures constructability of the project and that all specifications are met. In addition, we will log receipt of all requests for information (RFIs), forward the RFI to the appropriate party, coordinate with the Town's Project Manager for response and closure, and document the results in a tracking system to assure that all questions are resolved promptly. Any field revisions to the plans will be coordinated with the Town Project Manager and the Engineer of Record for potential change orders and distributed to the contractor, the Town, and affected parties.

Tailored Construction Inspection | Alex and Kaleb can perform multiple roles, allowing for flexibility of tasks. Project observations and inspections will be performed prior to and during work on major items, ensuring they are completed in accordance with project plans, standards, and specifications. RockSol will prepare pay item measurement and documentation which meets all applicable CDOT, County, FHWA, or Local Agency standards. Our team will perform daily checks on critical path items. We will prepare interim measurements for each monthly pay estimate as well as final measurements and documentation for each item as that item is completed. Alex will serve part time as the project engineer guiding the inspection, materials testing and documentation. Kaleb will be on site more regularly as-needed for inspection, and he holds ACI Field certifications to perform some of the concrete testing to help minimize project costs.

Written Record of the Daily Construction Activities | All project staff will maintain a project diary and a daily record of the project activities including construction manpower and equipment. These records will serve as an accurate and complete record of the progress of the work on the project. We will provide photo documentation as execution of the work progresses. Our team is well-versed in this work and will maintain all inspection documentation for the project to ensure all work is managed and monitored individually for compliance. RockSol will prepare and distribute routine correspondence to the Contractor, the Town's project staff, and other stakeholders as required throughout the duration of the project.

Review Schedule and Payment Requests | RockSol will review, compare, and certify the contractor's monthly payment request with the field quantity measurements to ensure the payment is reasonable and justified, and promptly make a recommendation to the Town on the payment request. RockSol will review the Contractor's weekly lookahead schedule including upcoming inspection and testing requirements and will compare it against the baseline schedule and notify Superior of any concerns.

Materials Testing, Build America/Buy America Compliance and documentation | The Materials Documentation is a key part of meeting CDOT requirements. Alex has recent experience with the requirements that have changed significantly over the last few years. Additionally, with his testing experience he is well aware of what is needed and will ensure that all materials testing and documentation meets the town and CDOT's requirements. RockSol will also assist with any Independent Assurance Tests (Form #379) if needed.

Civil Rights Compliance | There are several requirements on federally funded projects that our team will complete including the contractors payroll requirements, labor interviews monthly, and other civil rights documents. Alex is trained and experienced with B2GNow and LCP Tracker and will assure that all of these items are completed.

Additional Town and CDOT/federally funded project requirements include weekly time counts, approved traffic control plans and associated staff certification documents, and final project punchlist. We will also assist with tracking the contractor's as-builts and provide all final CDOT project forms including a professional engineering stamp on the Materials Testing Schedule (Form #250) and the Explanation of Exceptions (Form #474).

Additionally, RockSol can help Superior prepare the Requests for Reimbursements (RFRs) that are submitted to CDOT for project cost reimbursements, if requested.

Monitor Compliance with Project Procedures | RockSol's staff are very familiar with standard construction industry practices, and are well trained to perform all tasks required by federal statutes. RockSol personnel can be counted on to continuously

maintain the highest level of construction standards. As part of the project documentation, our staff in coordination with the Town Project Manager, will provide the contractor with verbal and written notifications of any work that is non-compliant. We will follow up at weekly progress meetings and, if necessary, at the final inspection until all issues are corrected.

Emphasizing Effective Communication | We believe strongly that communication alleviates most project concerns. Alex will take the lead role in ensuring effective communications on this project and be the sole point of contact. The RockSol team prides itself on working with the Town every step of the way; our team will maintain effective communication with the Town's Project Manager to ensure all work activities performed by the contractor are per approved plans and specifications. Additionally, Alex will coordinate with the CDOT LA coordinator who will be tracking this project. RockSol management will work closely with all project participants and check in with Superior to make sure our team is fulfilling the town's needs. Combined, these approaches will allow the RockSol team to serve as a true extension of Superior's staff.

Cost Control

Budget Management | RockSol is committed to providing clients with quality projects—on budget and on schedule—and to keeping them informed of costs-to-date. Stephany has extensive experience in controlling construction management costs and utilizing Cost Projection Reports, which track charges and compare the budgeted amount against actual expenditures. On a weekly basis, she will review and manage time to ensure efficient and effective use of resources. Prior to submittal, Stephany will review monthly invoices and progress reports for accuracy.

Controlling Construction Costs | Alex is experienced in tracking and controlling costs on construction projects, and he will ensure all construction costs are justified. The Contractor's billings will be provided to the Town and evaluated for potential overruns and underruns monthly.

During construction, we can identify any issues that could lead to project cost increases and communicate these to the Town. Based on our experience, we can suggest solutions that may be more cost effective while achieving the expected high quality.

Controlling Consulting Costs through Staffing | Our approach to this project is to use Alex as our Project Engineer and Kaleb as the project inspector/tester. We understand that bridge rehabilitation construction will have peaks and valleys of work. Kaleb will be available for inspection services and materials testing. We can also supplement the project needs during busy times with staff from our nearby Thornton office. As mentioned earlier, Kaleb is ACI-certified and can test concrete helping to reduce project costs to the Town.

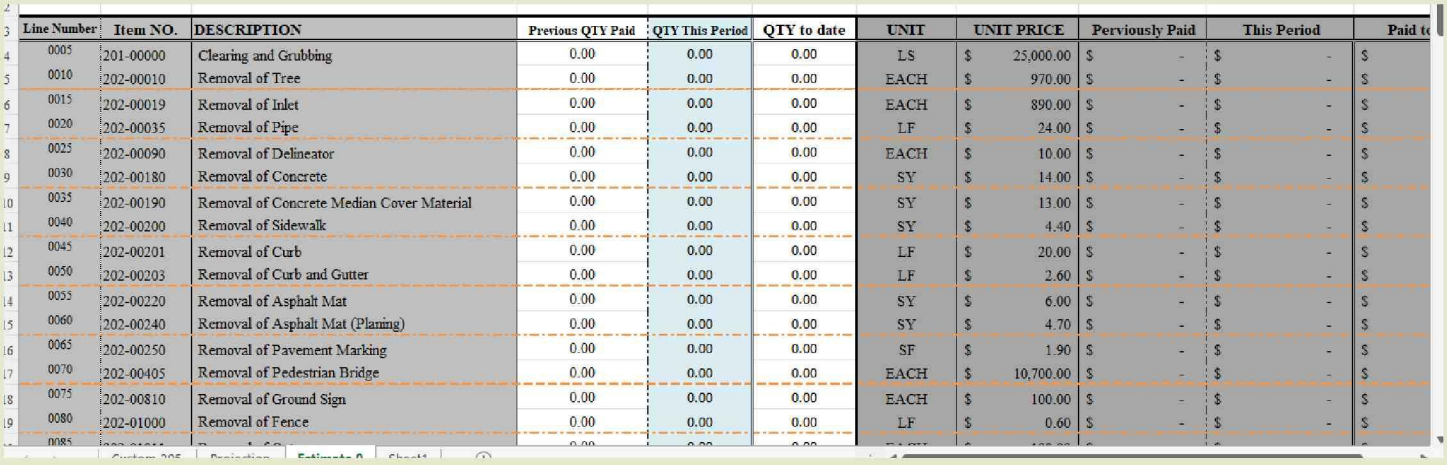
Our experience has shown that projects utilizing this approach with flexible staffing is both more efficient and cost effective for our clients. Our goal is to ensure the project is appropriately staffed at the times when the staffing is needed, and we will work with the Town to monitor the Contractor's production schedule.

Schedule Management

Managing Work to Meet Schedules | Meeting project schedules is one of the contract manager's main task. Stephany has extensive experience in scaling staff up and down to meet project workloads based on the Contractor's schedule.

Local Agency Construction Oversight

On previous CDOT Local Agency projects, RockSol developed a comprehensive spreadsheet utilizing the bid schedule to track quantities and cost projections. This spreadsheet included the bid quantities and bid prices, and it established a method to track what was paid month to month. Each estimate had a subsequent tab in the file and the totals are carried to the cover summary sheet for overall project tracking. Utilizing this methodology for quantity tracking improved the efficiency of the Construction Manager to track the cost of the project and communicate any potential overruns or underruns of the project quantities with the owners to assist with overall budget tracking and help to proactively address any issues.



Line Number	Item NO.	DESCRIPTION	Previous QTY Paid	QTY This Period	QTY to date	UNIT	UNIT PRICE	Perviously Paid	This Period	Paid to
0005	201-00000	Clearing and Grubbing	0.00	0.00	0.00	LS	$ 25,000.00	$ -	$ -	$
0010	202-00010	Removal of Tree	0.00	0.00	0.00	EACH	$ 970.00	$ -	$ -	$
0015	202-00019	Removal of Inlet	0.00	0.00	0.00	EACH	$ 890.00	$ -	$ -	$
0020	202-00035	Removal of Pipe	0.00	0.00	0.00	LF	$ 24.00	$ -	$ -	$
0025	202-00090	Removal of Delineator	0.00	0.00	0.00	EACH	$ 10.00	$ -	$ -	$
0030	202-00180	Removal of Concrete	0.00	0.00	0.00	SY	$ 14.00	$ -	$ -	$
0035	202-00190	Removal of Concrete Median Cover Material	0.00	0.00	0.00	SY	$ 13.00	$ -	$ -	$
0040	202-00200	Removal of Sidewalk	0.00	0.00	0.00	SY	$ 4.40	$ -	$ -	$
0045	202-00201	Removal of Curb	0.00	0.00	0.00	LF	$ 20.00	$ -	$ -	$
0050	202-00203	Removal of Curb and Gutter	0.00	0.00	0.00	LF	$ 2.60	$ -	$ -	$
0055	202-00220	Removal of Asphalt Mat	0.00	0.00	0.00	SY	$ 6.00	$ -	$ -	$
0060	202-00240	Removal of Asphalt Mat (Planing)	0.00	0.00	0.00	SY	$ 4.70	$ -	$ -	$
0065	202-00250	Removal of Pavement Marking	0.00	0.00	0.00	SF	$ 1.90	$ -	$ -	$
0070	202-00405	Removal of Pedestrian Bridge	0.00	0.00	0.00	EACH	$ 10,700.00	$ -	$ -	$
0075	202-00810	Removal of Ground Sign	0.00	0.00	0.00	EACH	$ 100.00	$ -	$ -	$
0080	202-01000	Removal of Fence	0.00	0.00	0.00	LF	$ 0.60	$ -	$ -	$
0085			0.00							

PAST PROJECTS WITH SIMILAR FEATURES & REFERENCES

RockSol works efficiently to provide our clients with quality services. Our dedication to this mission is demonstrated by the fact that 90% of our business is from repeat clientele. Our team puts into practice lessons learned on previous projects to progress and improve our services on current projects. RockSol has experience providing services with similar scopes of work and project settings similar to this Superior Project. The projects shown below and on the next page are a few examples of Local Agency projects that Stephany and Alex have supported recently for which RockSol has provided construction management, inspection, and testing services. These projects and others demonstrate our ability to assist Local Agencies with federally funded project documentation. RockSol specializes in construction management of CDOT and federal managed projects, and our team members utilize this expertise to help agencies navigate the process. The projects listed typically involve similar scope of work such as bridge rehabilitation, earthwork, roadway and sidewalk facilities, and HMA paving. RockSol takes pride in ensuring the construction of the project is delivered as the Local Agency intends and also satisfies the procedural intricacies of the state and federal oversight, with the ultimate goal of proper reimbursements from their grant funding.

104TH STREET TRAIL CONNECTION

CITY OF LOUISVILLE

Geoff Nettleton, PE, Project Manager, 303.335.4603, gnettleton@louisvilleco.gov

The 104th St corridor from Dillon Rd to Empire Rd on 104th St is heavily used by cyclists who use both the Coal Creek Trail system and Rock Creek trail system. The City of Louisville, Boulder Open Space, City of Lafayette, and CDOT all teamed up to connect the two trail systems and allow for pedestrians to access both areas away from the traveling roadway. This project consisted of approximately 2 miles of new trail construction along 104th St in Louisville, CO. The trail consists of approximately 70% crusher fines and 30% concrete and connects the Rock Creek Trail system to the Coal Creek Trail system. The project generally parallels 104th Street on the east side beginning at Stearns Lake. Stephany was the Project Manager and Alex was the Project Engineer on this project.



JUNIPER AVENUE BRIDGE REHABILITATION

CITY OF BOULDER

Zach Grennan, Senior Civil Engineer, 303.441.1984, grennanz@bouldercolorado.gov

This project involved maintenance on and rehabilitation of the Juniper Avenue Bridge for the City of Boulder. This City funded project consisted of a two phase bridge rehabilitation involving Class 2 and Class 3 deck repairs. Additionally, the project removed and replaced several sections of sidewalk, added new 15 Inch and 24 Inch Reinforced Concrete Pipe, bridge deck waterproofing, and a complete HMA overlay. RockSol provided construction management and inspection. Alex worked directly with the City of Boulder and Contractor daily as the Project Engineer and main point of contact. He reviewed submittals, created and reviewed pay applications, measured areas, and provided recommendations to the City for material types based on CDOT pre-approved products.



"I would like to take this opportunity to recognize the efforts of the Rocksol staff relative to the Construction Management Activities on CDOT's SH14 Resurfacing Lemay to 125 project in Fort Collins. Thanks go to Daylen Perez and Alex Dewitt for their hard work and dedication to this highway project. It was a difficult project with paving and milling at night and heavy traffic during the day. I would recommend this construction management staff to anyone requiring similar services."

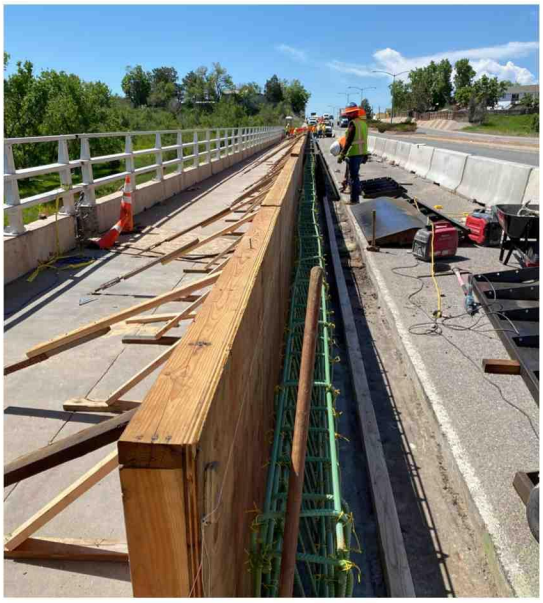
Michael Keen
CDOT Region 4 Project Engineer

19TH STREET MULTIMODAL

CITY OF BOULDER

Lindsay Merz, Project Manager, 303.441.1983, merzl@bouldercolorado.gov

The 19th Street Multimodal Improvements Project constructed continuous sidewalks, curb and gutter, on-street bike lane facilities, upgraded or new pedestrian curb ramps, bus stop improvements, speed cushions, and landscaping along both sides of 19th Street from the south side of Norwood Avenue to the north side of Sumac Avenue. The project also installed new storm sewer pipe and drainage inlets from Sumac Avenue to Wonderland Creek and replaced the existing Wonderland Creek CMP culvert with a larger concrete box culvert to meet floodplain development requirements. The existing travel lanes on the roadway received a 2" asphalt mill and overlay. Alex DeWitt is the Project Engineer on this multi-million dollar project that requires extensive adjacent property owner communication.



120TH AVENUE IMPROVEMENTS

CITY OF NORTHGLENN

Daniel Martinez (now City of Wheat Ridge), Senior Engineer, 303.235.2863, dmartinez@ci.wheatridge.co.us

RockSol provided construction management, inspection, and documentation in accordance with CDOT, Northglenn, and Thornton standards and specifications. This project abutted the railroad on the east end. The inspection team oversaw removal of existing drainage, roadway, and signal infrastructure. New signals, curbs, gutters, ramps, asphalt roadway, striping, pedestrian railing, inlets, manholes, utility adjustments, railroad coordination, landscaping, and water quality facilities were overseen and documented for monthly payment and reimbursement. Alex was the Project Engineer and he prepared change orders, ran weekly meetings, conducted materials testing coordination, utilities coordination, EEO interviews, and budgetary analysis, and collected project documentation with CDOT oversight. The inspection team coordinated to ensure coverage for weekend and night work, handled payment documentation and helped brainstorm field adjustments when problems arose from plan busts and varied conditions.



"I would like to thank you and your staff for the quality construction management, materials testing, and inspection services provided on the Superior Trail McCaslin BRT to Davidson Mesa Underpass project during 2019-2020. [RockSol] helped to make the project a success by providing oversight for the Town, staying within budget and making sure that CDOT's requirements for federally funded projects were carefully followed. It was very obvious that you have spent many years working for CDOT, as you and your team helped the Town navigate all the intricacies of the Federal and State regulations that were made part of our project. I would like to take this opportunity to express my sincere appreciation for the work your team did. I would be pleased to recommend RockSol."

Alex Gorsevski, PE
former Town of Superior Project Manager
Superior Trail, McCaslin BRT to Davidson Mesa Underpass Project

ROCK CREEK BRIDGE IMPROVEMENTS
TOWN OF SUPERIOR

Construction Management & Materials Testing

RockSol Consulting Group

Effort to Conduct Tasks needed to accomplish Scope of Work	Senior Project Manager		Project Engineer / Inspector		Project Inspector/Tester		Materials Technician		Project Control and Admin	Subtotal Hours	Subtotal Fee
Billing Rate:	$288.00		$154.85		$97.92		$99.36		$110.89		
Project Management and Coordination	**Westhusin**		**DeWitt**		**Tischler**		**Technician II**		**Moore/Sphatt**		
Pre-project Setup	Projected Hours		Projected Hours		Projected Hours		Projected Hours		Projected Hours		
Support Pre-Bid Meeting, Preconstruction Agenda/Coordination	1		1		1					3	$ 540.77
Project Kick-off Meeting and Preconstruction Conference	1		1		1		0			3	$ 540.77
Set up CDOT filing system and identify project needs. - Documentation, testing schedule (as required)			5		4		0			9	$ 1,165.93
Identify Submittals			8		5		0			13	$ 1,728.40
Contract Time: Estimated 4-5 Months		No. of weeks:		No. of weeks		No. of weeks		No. of weeks			
On-going Project Tasks/Est. per week		20		20		20		20			
	Total Hours	(Hours per week)	Total Hours	(Hours per week)	Total Hours	(Hours per week)	Total Hours	(Hours per week)	Total Hours		
Weekly Meetings	20	1	40	2	20	1	10	0.5		90	$ 14,906.00
Coordination with City Staff, Contractor, CDOT, and Other Parties	10	0.5	40	2	40	2	0	0		90	$ 12,990.80
Inspection and Field Documentation	0		40	2	200	10	20	1		260	$ 27,765.20
Materials Testing and Reporting	0		20	1	100	5	160	8		280	$ 28,786.60
Build America Buy America Reviews and Documentation Requests	0		40	2	40	2	0			80	$ 10,110.80
EEO - DBE, OJT, LCPTracker, and B2GNow	0		40	2	0		0			40	$ 6,194.00
Prepare CMO's (as requested)	5	0.25	40	2	0		0			45	$ 7,634.00
Monthly Pay Application Documentation	0		40	2	100	5	0			140	$ 15,986.00
Admin - Monthly Progress Reports / Invoices	0		5	0.25	0		0		8	13	$ 1,661.37
Project Close-out	Projected Hours		Projected Hours		Projected Hours		Projected Hours		Projected Hours		
Final Project Close-out and Complete Final Documentation	4		40		15		15			74	$ 10,305.20
Hours Sub-Total for Task defined above	**41**		**360**		**526**		**205**		**8**	**1140**	
Engineering Fee Sub-Total for Task defined above	**$11,808.00**		**$55,746.00**		**$51,505.92**		**$20,368.80**		**$887.12**		**$ 140,315.84**

							Mileage Rate	Total Miles
Mileage	0	1500	1500		1000		$0.700	4,000
					RockSol Other Costs (Mileage):			**$ 2,800.00**

RockSol Total Fee:	**$ 143,115.84**

Summary of Measured Noise Levels

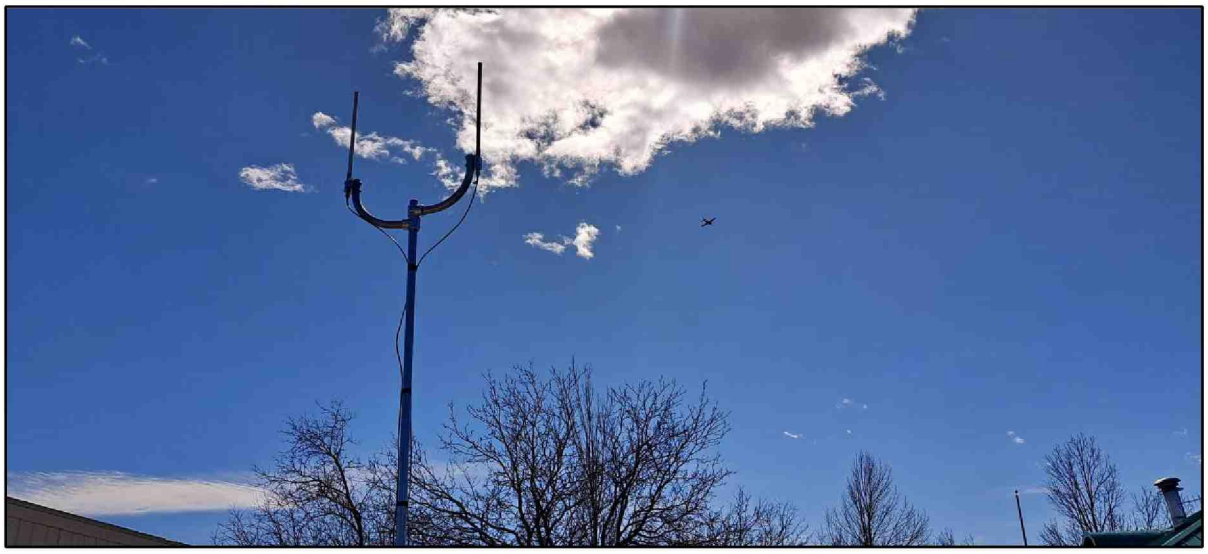
in the

Town of Superior, Colorado

due to

Rocky Mountain Metropolitan Airport Operations

February 2025



Prepared by:

Hankard Environmental, Inc.

Colorado, Wisconsin

HANKARD ENVIRONMENTAL

ACOUSTICS AND VIBRATION CONSULTING

Monthly Summary – February 2025 (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 February 2025. Additional information regarding the measurements follows.

- Over the entire month, a total of 5,625 aircraft operations[1] occurred within 1.25 miles of the measurement location (the distance within which aircraft are audible).
- Of these, 2,446 were touch and go (T&G) operations (43%).
- Over the entire month, aircraft operations were clearly noticeable (aircraft noise measured at approximately 5 dBA above the ambient sound level) for 3,696 minutes (62 hours).
- If T&G operations were not conducted at the airport, an analysis of the measurement data indicates that noticeable aircraft operations would decrease to 1,747 minutes (29 hours), which is a 53% reduction.
- The following summarizes the February 2025 noise survey results at the Water Bladder.

Table 1 - Summary of Daytime Measured Noise Levels and Aircraft Operations, February 2025 (Water Bladder)

Operations	Quantity	Audible Aircraft Operations	Aircraft Noise Above Ambient (dBA)	Aircraft 5 dBA Above Ambient (minutes)	Aircraft 10 dBA Above Ambient (minutes)	Aircraft 20 dBA Above Ambient (minutes)
All	Total for month	5,625	---	3,696	2,348	422
	Daily average	201	17	142	90	16
Touch and Go Removed	Total for month	3,682	---	1,747	969	134
	Daily average	132	14	67	37	5

- Figure 1 shows the flight paths on February 4, 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), 159 minutes.
  - 10 dBA (significant increase), 58 minutes.
  - 20 dBA (much louder), 7 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 noise level was often above ambient conditions (48 dBA for this hour), meaning that aircraft noise was regularly present.
- Figure 4 shows the flight paths for the entire month of February 2025.

[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.

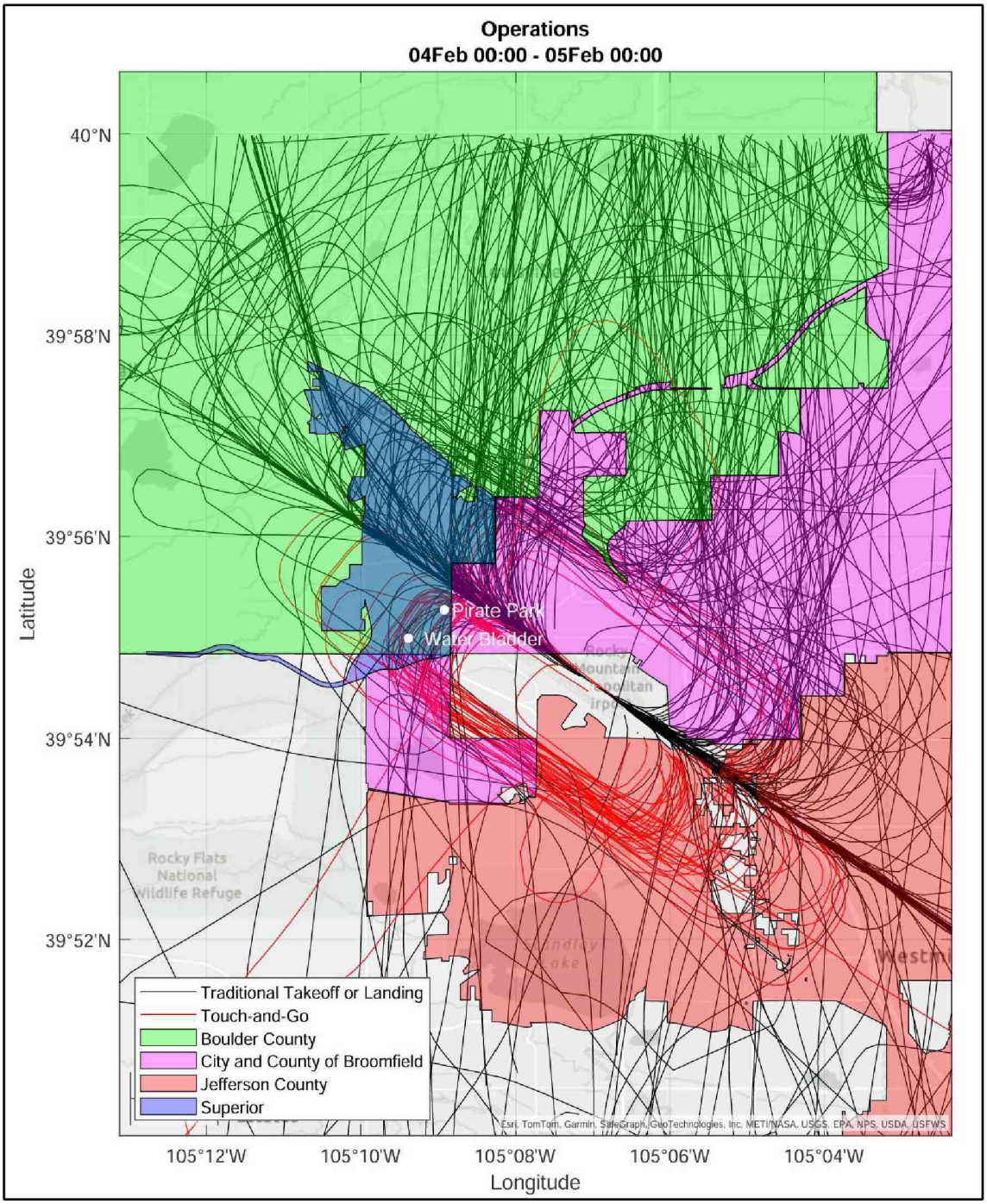


Figure 1 – Flight Paths on Median Day in February 2025 (371 Operations; 55 T&G)

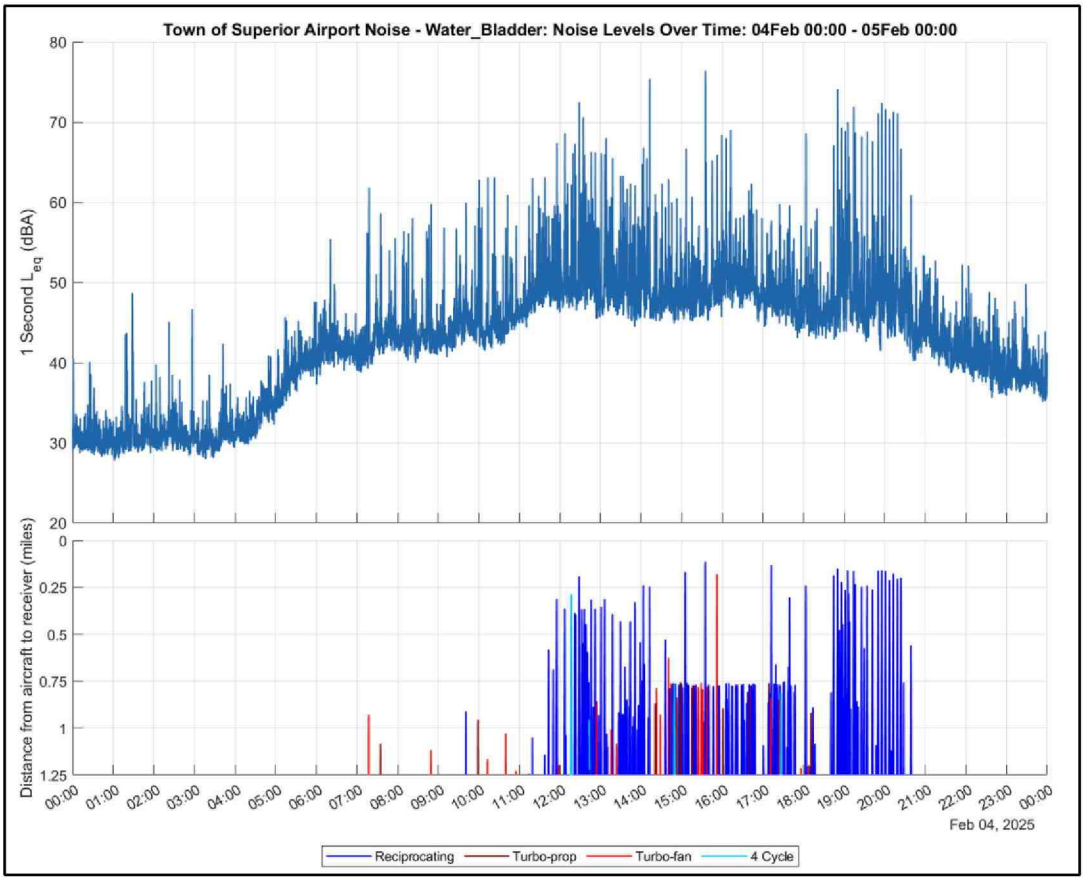


Figure 2 – Noise Levels and Aircraft Operations on Median Day (Water Bladder)

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)	44	45	46	47	51	54	53	52	53	52	49	52	55	53	43
Number of Operations	4	6	10	9	12	33	39	58	44	45	37	31	23	11	6

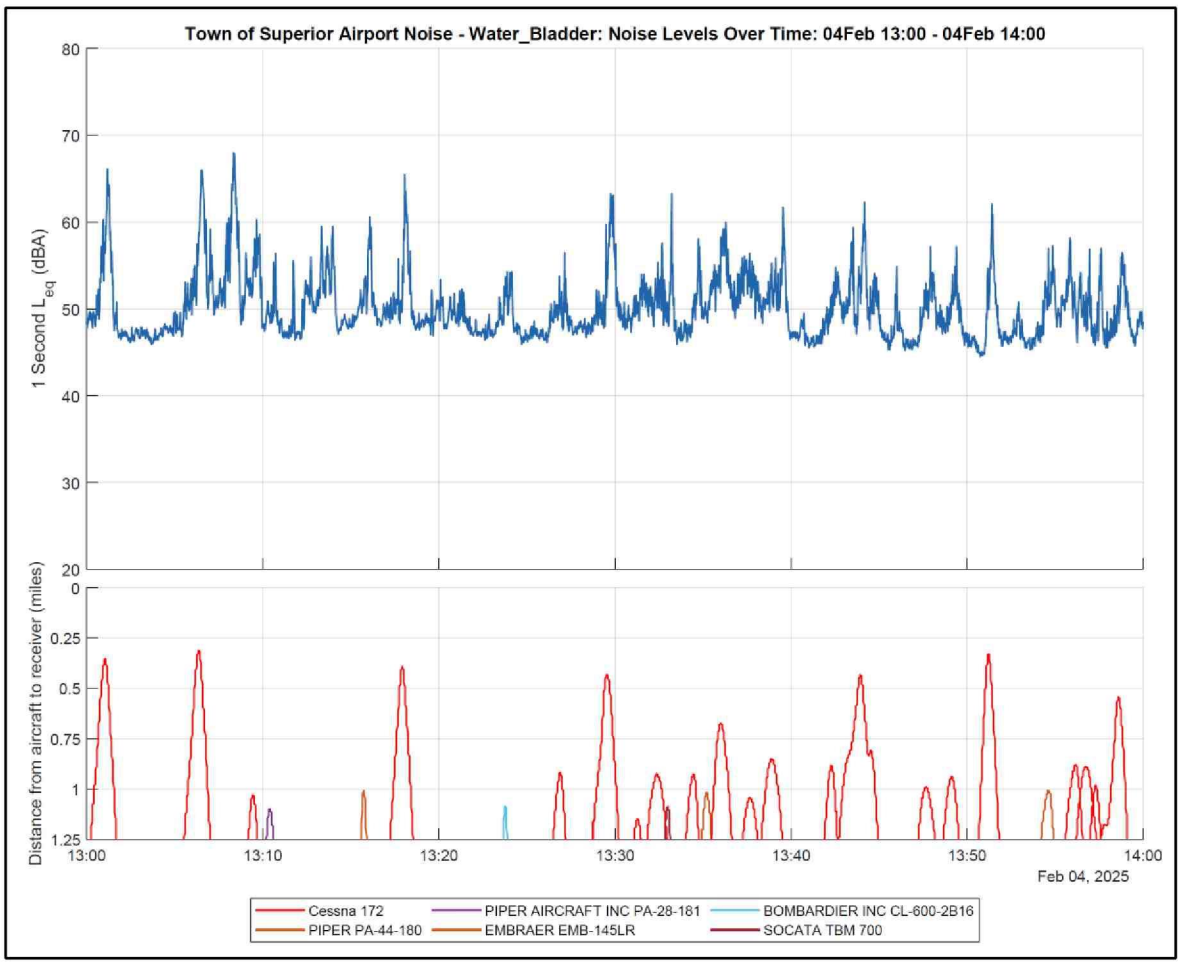


Figure 3 – Noise Levels and Aircraft Operations during an Example Hour on Median Day (Water Bladder)

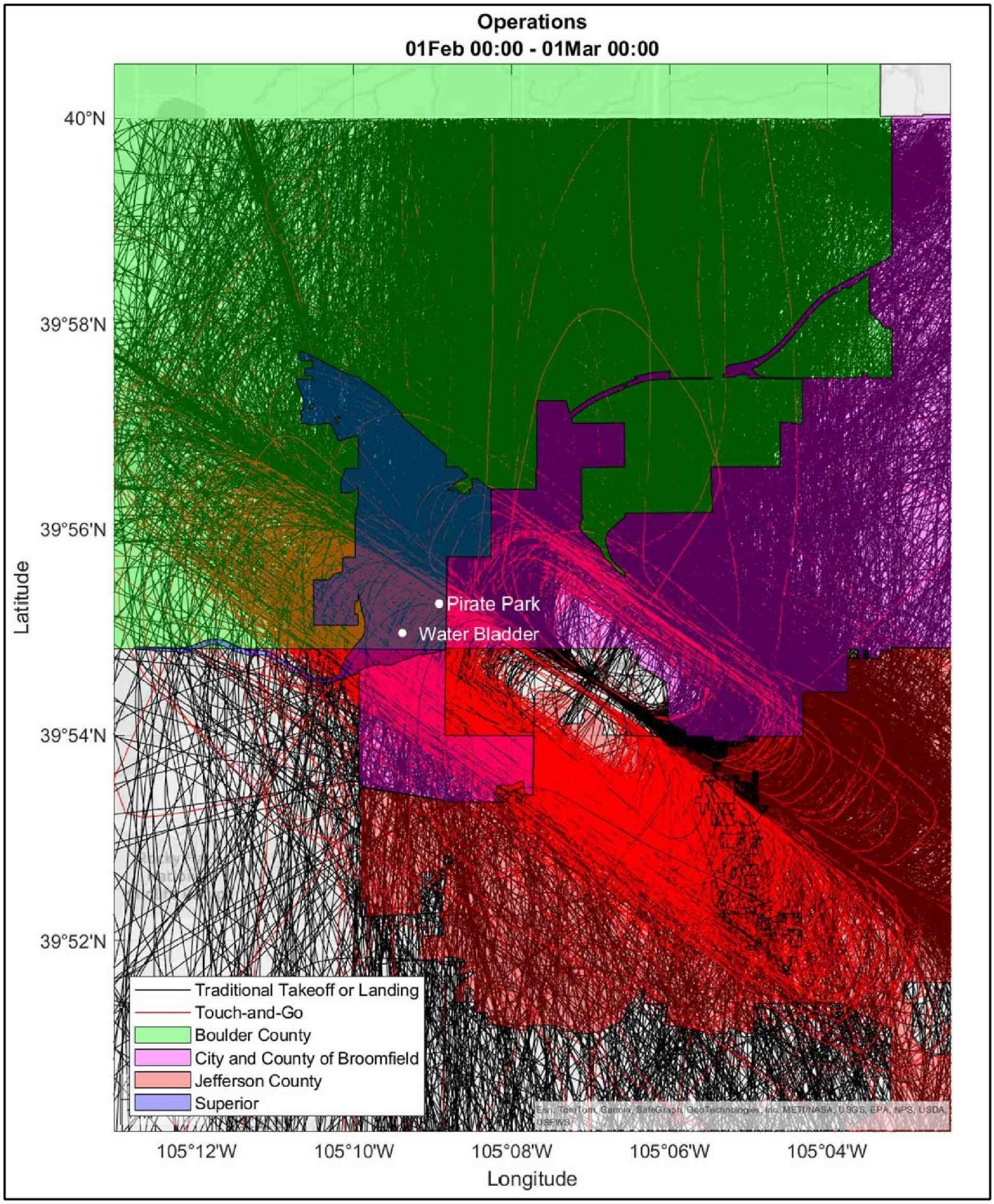


Figure 4 – All Flight Paths in February 2025 (10,018 Operations; 2,673 T&G)

Monthly Summary – February 2025 (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 February 2025. Additional information regarding the measurements follows.

- Over the entire month, a total of 6,216 aircraft operations[2] occurred within 1.25 miles of the measurement location (the distance within which aircraft are audible).
- Of these, 2,514 were touch and go (T&G) operations (40%).
- Over the entire month, aircraft operations were clearly noticeable (aircraft noise measured at approximately 5 dBA above the ambient sound level) for 3,732 minutes (62 hours).
- If T&G operations were not conducted at the airport, an analysis of the measurement data indicates that noticeable aircraft operations would decrease to 2,286 minutes (38 hours), which is a 39% reduction.
- The following summarizes the February 2025 noise survey at Pirate Park. Note the number of minutes that aircraft noise was 20 dBA above ambient is much higher than at the Water Bladder site due to the closer proximity to the runway and the lower, climbing aircraft.

Table 3 - Daytime Measured Noise Levels and Aircraft Operations, February 2025 (Pirate Park)

Operations	Quantity	Audible aircraft operations	Aircraft noise above ambient (dBA)	Aircraft 5 dBA Above Ambient (minutes)	Aircraft 10 dBA Above Ambient (minutes)	Aircraft 20 dBA Above Ambient (minutes)
All	Total for month	6,216	---	3,732	2,542	731
	Daily average	222	20	162	111	32
Touch and Go Removed	Total for month	4,239	---	2,286	1,537	397
	Daily average	151	18	99	67	17

- Figure 5 shows the measured noise levels and concurrent aircraft activity for February 4, 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), 184 minutes.
  - 10 dBA (significant increase), 85 minutes.
  - 20 dBA (much louder), 13 minutes.
- Table 4 shows the hourly average noise levels and operation counts for this day.
- Figure 6 shows an hour on this day, during which time the measured noise level was often above ambient conditions (50 dBA for this hour), meaning that aircraft noise was regularly 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.

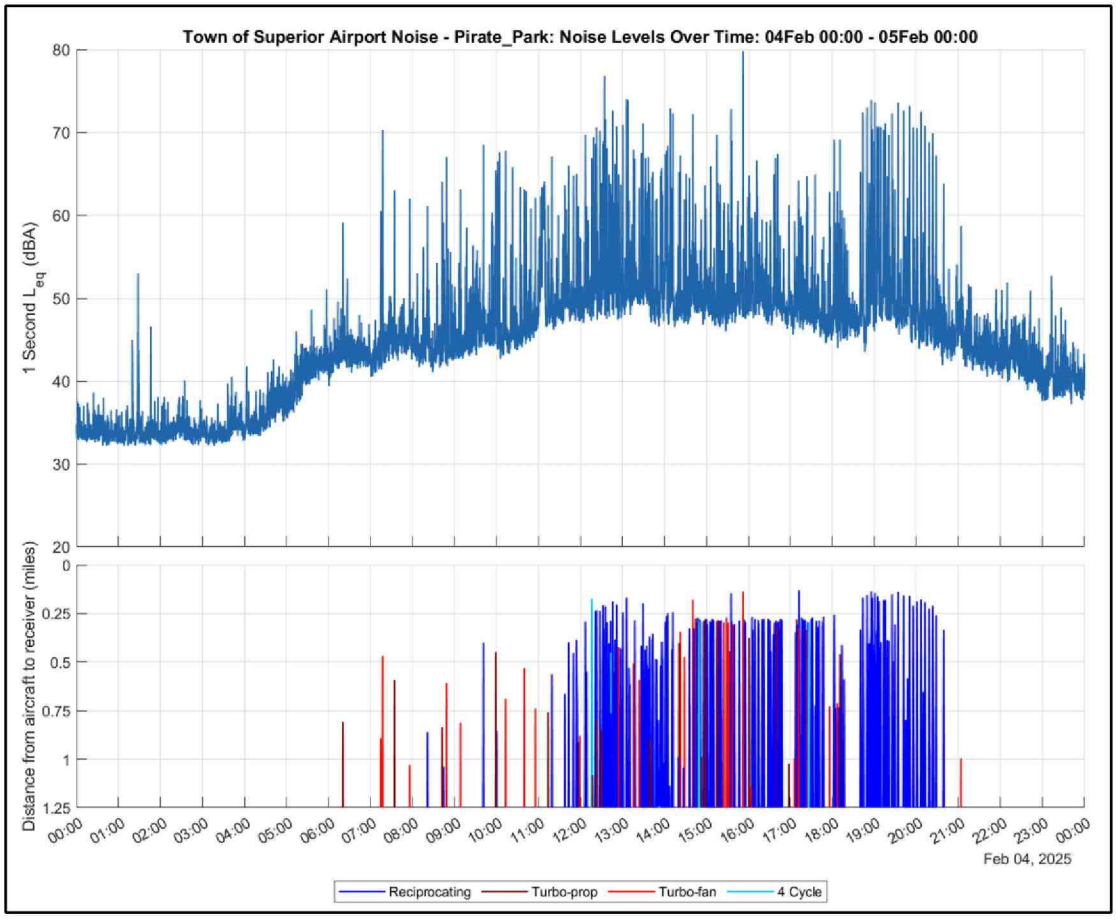


Figure 5 – Noise Levels and Aircraft Operations on Median Day (Pirate Park)

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)	48	47	49	50	54	57	56	55	55	53	51	55	58	54	45
Number of Operations	4	6	10	9	12	33	39	58	44	45	37	31	23	11	6

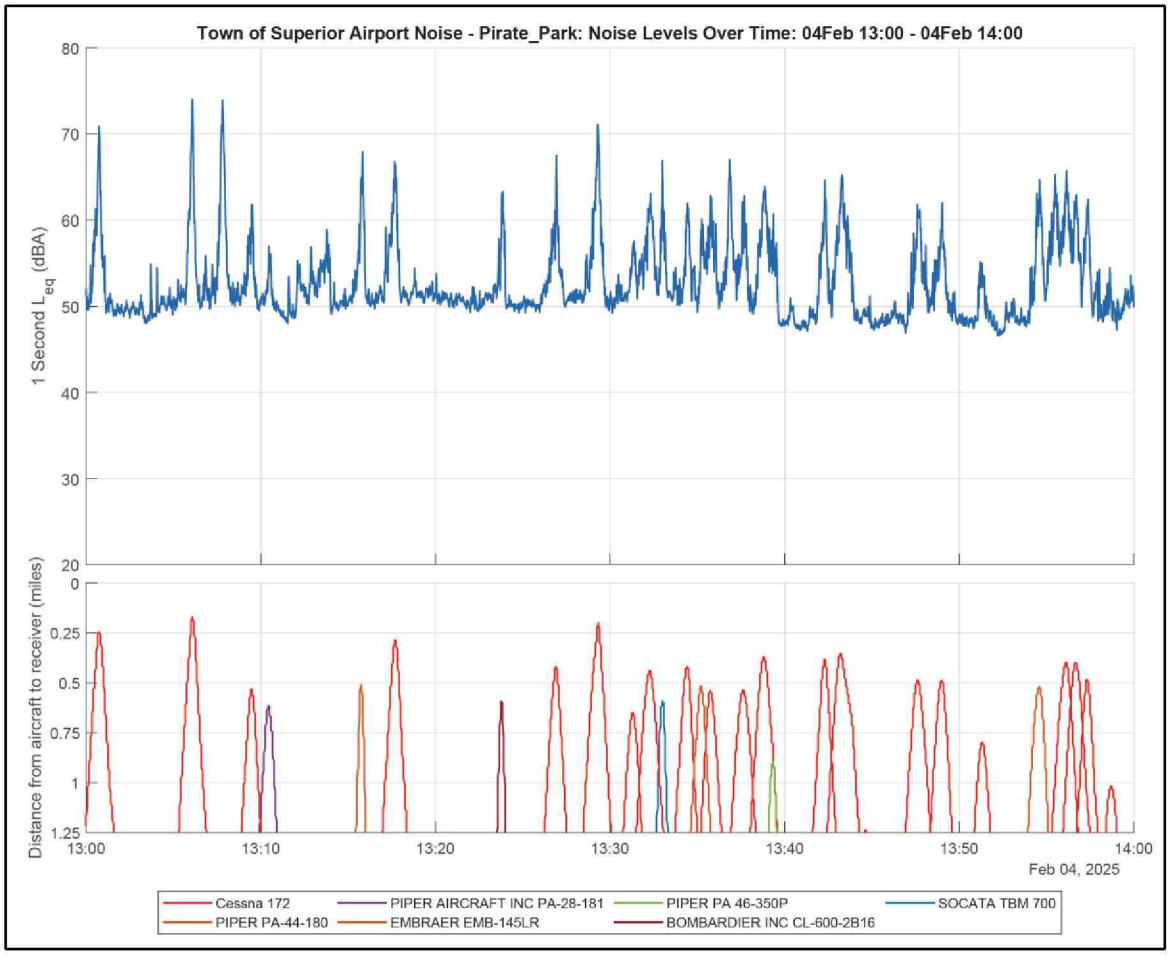


Figure 6 – Noise Levels and Aircraft Operations during an Example Hour on Median Day (Pirate Park)

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 February 2025. 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).

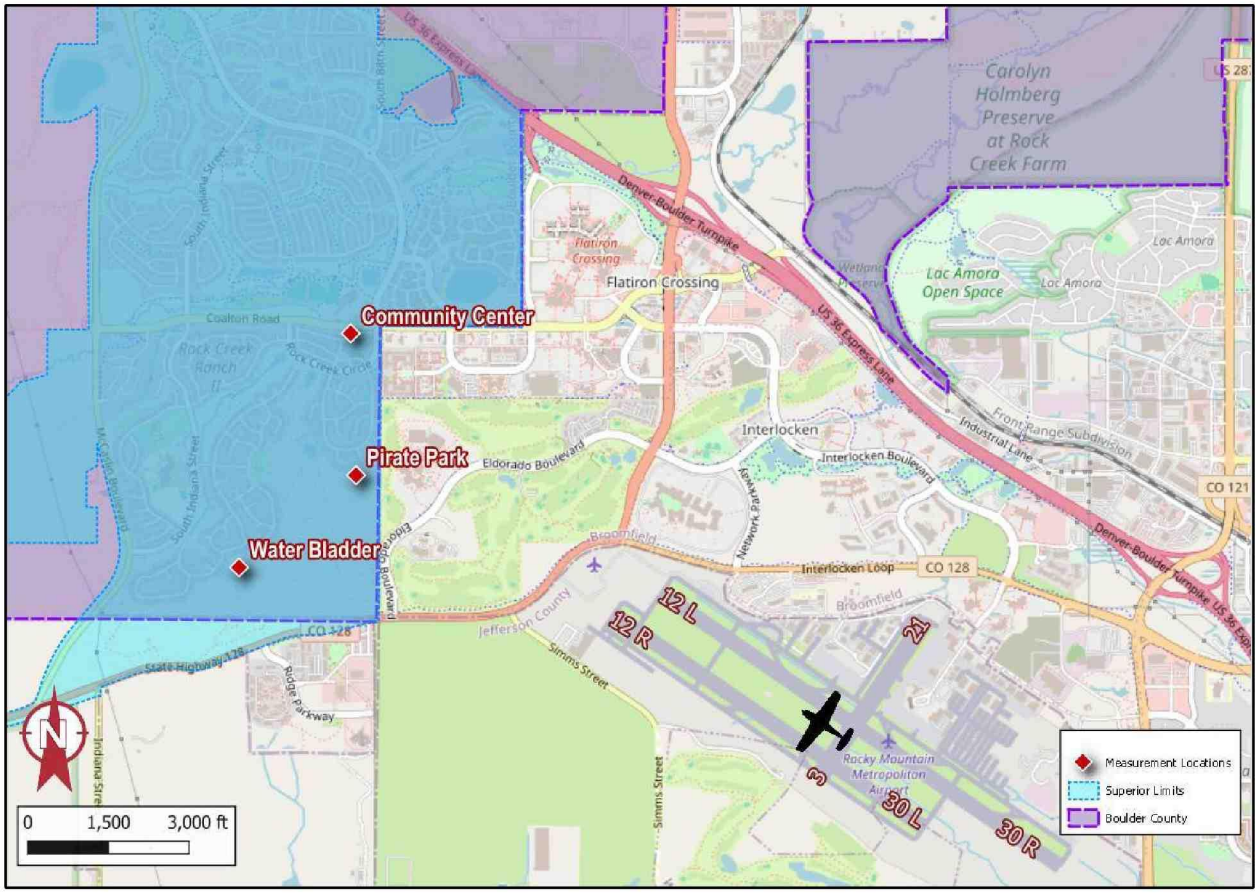


Figure 1-1. Measurement Locations and Airport

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 February 7 for the Water Bladder and Community Center, and February 14 for Pirate Park, and the drift in the measured noise level was well within tolerance (Water Bladder +0.04 dB, Pirate Park -0.38 dB, and Community Center +0.31 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 February 2025. A total of 672 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 three aircraft performing touch and go operations, which involves landing the airplane (shown in blue, green, and purple) and immediately taking off again, and results in the airplane passing over the microphone every few minutes. The aircraft shown in yellow and orange pass over the microphone just once, doing a traditional takeoff or landing. Note the ambient sound level, the level occurring with no aircraft present, is approximately 40 dBA during this example hour. With aircraft present levels are as high as 72 dBA, which is a 32 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 37 dBA is rarely reached because there was very little time when aircraft noise was not audible.

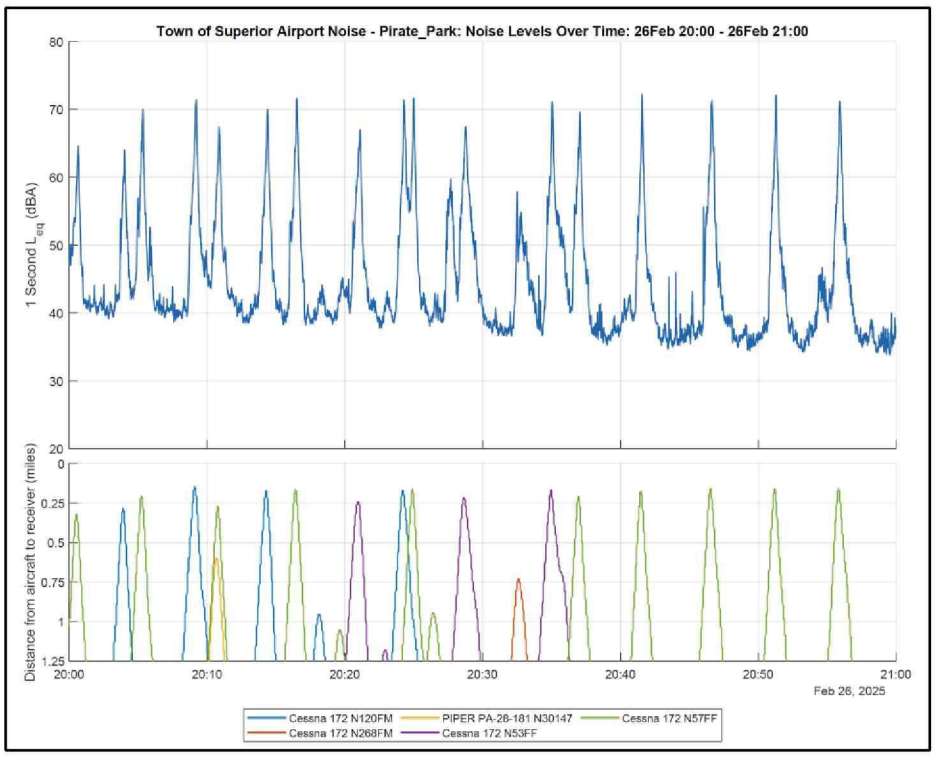


Figure 2-1. Example Time Plot of Measured Noise Levels - Touch and Go Operations

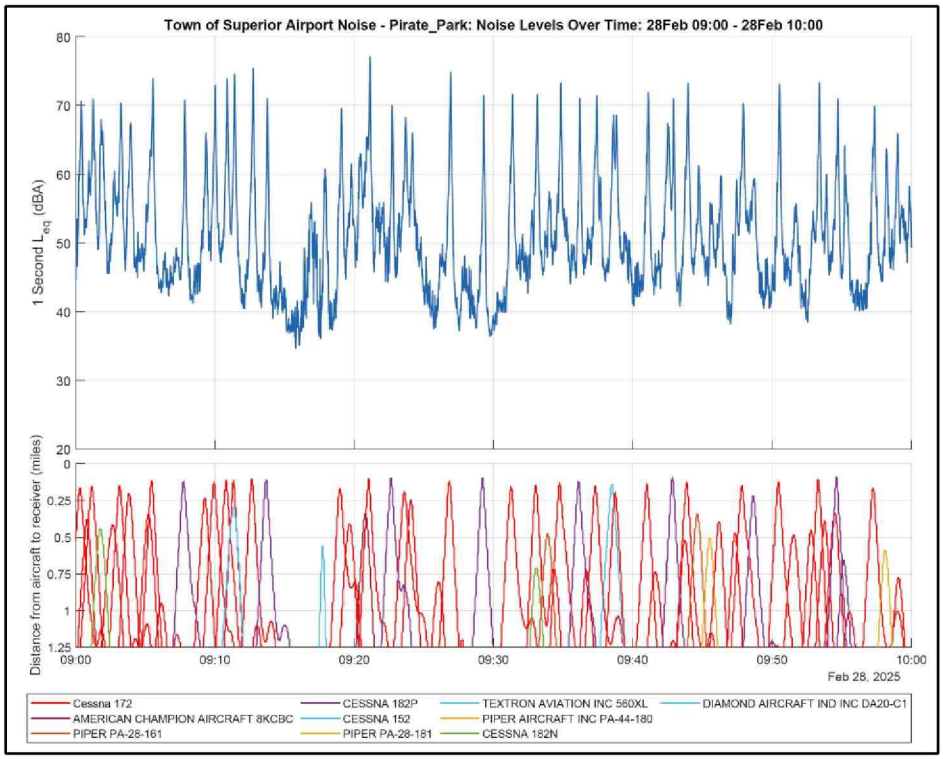


Figure 2-2. Example Time Plot During an Hour with Frequent Aircraft Operations

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 a flyover and is disregarded from further analysis.

	Is on the ground within the next 20 minutes	**Is not on the ground within the next 20 minutes**
Previous sample was on the ground	Touch and Go	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 90^{th} percentile, which is the noise level exceeded 90 percent of the time. Noise level contributions from aircraft operations are effectively removed with the L_{90} metric.

3.4 Aircraft Noise Levels

Aircraft noise levels represent the 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-Feb-25	161	102	106	369	44%	94
2-Feb-25	58	38	39	135	43%	65
3-Feb-25	44	88	94	226	19%	86
4-Feb-25	55	160	156	371	15%	129
5-Feb-25	30	49	53	132	23%	61
6-Feb-25	80	254	260	594	13%	155
7-Feb-25	176	159	154	489	36%	134
8-Feb-25	111	82	77	270	41%	84
9-Feb-25	86	150	156	392	22%	123
10-Feb-25	257	221	226	704	37%	161
11-Feb-25	0	22	23	45	0%	30
12-Feb-25	3	25	28	56	5%	39
13-Feb-25	172	191	189	552	31%	134
14-Feb-25	144	137	133	414	35%	117
15-Feb-25	0	11	16	27	0%	21
16-Feb-25	44	127	130	301	15%	94
17-Feb-25	31	32	36	99	31%	45
18-Feb-25	0	29	32	61	0%	41
19-Feb-25	43	130	124	297	14%	87
20-Feb-25	35	153	153	341	10%	122
21-Feb-25	41	183	185	409	10%	130
22-Feb-25	259	198	193	650	40%	0
23-Feb-25	99	121	130	350	28%	114
24-Feb-25	36	87	88	211	17%	82
25-Feb-25	14	75	67	156	9%	76
26-Feb-25	240	306	303	849	28%	165
27-Feb-25	278	286	284	848	33%	175
28-Feb-25	176	244	250	670	26%	166
Month Total	2,673	3,660	3,685	10,018	27%	-

[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-Feb-25	341	6	0	0	20	2
2-Feb-25	95	9	0	0	26	5
3-Feb-25	181	17	2	0	26	0
4-Feb-25	291	31	2	0	47	0
5-Feb-25	76	11	6	0	36	3
6-Feb-25	518	26	8	0	41	1
7-Feb-25	422	19	4	1	33	10
8-Feb-25	228	14	2	1	23	2
9-Feb-25	337	2	7	0	43	3
10-Feb-25	620	18	6	0	50	10
11-Feb-25	4	11	0	0	29	1
12-Feb-25	10	5	0	0	36	5
13-Feb-25	484	7	7	0	40	14
14-Feb-25	342	19	6	0	46	1
15-Feb-25	1	4	0	0	22	0
16-Feb-25	262	11	4	0	24	0
17-Feb-25	40	21	2	0	34	2
18-Feb-25	2	12	0	0	47	0
19-Feb-25	245	17	2	0	30	3
20-Feb-25	257	21	8	0	49	6
21-Feb-25	335	30	2	0	40	2
22-Feb-25	607	15	4	0	22	2
23-Feb-25	301	16	0	0	33	0
24-Feb-25	161	9	4	0	32	5
25-Feb-25	97	13	6	0	29	11
26-Feb-25	766	30	9	0	40	4
27-Feb-25	776	16	6	0	43	7
28-Feb-25	598	18	6	0	40	8
Month Total	8,397	428	103	2	981	107

[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 February 2025 at each of the three measurement locations. The tables provide the following information:

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

Table 4-1. Summary of Measured Noise Levels[5] and Aircraft Operations[6] – Water Bladder

Date	Ambient Noise Level (dBA)	Daytime - All Operations						Daytime - T&G Operation Removed					
		Number of Audible Operations	Average Noise Level with Aircraft (dBA)	Aircraft Noise Level Increase Above Ambient (dBA)	Duration of Aircraft Noise Levels Above Ambient (Minutes)			Number of Audible Operations	Average Noise Level with Aircraft (dBA)	Aircraft Noise Level Increase Above Ambient (dBA)	Duration of Aircraft Noise Levels Above Ambient (Minutes)		
					> 5 dBA	> 10 dBA	> 20 dBA				> 5dBA	> 10 dBA	> 20 dBA
1-Feb-25	36	263	53	17	221	139	25	133	47	11	73	42	6
2-Feb-25	39	87	56	18	91	67	11	46	51	12	26	16	2
3-Feb-25	38	125	52	14	72	32	4	98	52	13	59	26	3
4-Feb-25	42	201	56	13	159	58	7	162	52	10	108	31	2
5-Feb-25	38	51	55	17	45	32	5	32	51	13	19	14	2
6-Feb-25	39	297	54	15	161	85	12	252	52	13	126	62	7
7-Feb-25	37	318	49	12	87	38	4	177	46	9	44	17	1
8-Feb-25	35	153	58	23	156	134	42	72	52	17	42	34	10
9-Feb-25	37	236	49	13	166	82	4	173	47	11	94	44	3
10-Feb-25	36	417	55	19	349	273	62	235	49	13	124	90	15
11-Feb-25	31	14	53	23	3	2	1	14	53	23	3	2	1
12-Feb-25	30	18	48	18	4	3	1	16	47	18	3	2	1
13-Feb-25	38	299	52	14	194	93	11	176	47	9	77	35	3
14-Feb-25	-	246	-	-	-	-	-	131	-	-	-	-	-
15-Feb-25	30	4	46	16	1	1	0	4	46	16	1	1	0
16-Feb-25	38	133	54	16	83	46	6	107	53	16	61	35	5
17-Feb-25	29	43	54	25	22	22	10	24	50	20	10	9	3
18-Feb-25	31	19	41	10	3	1	0	19	41	10	3	1	0
19-Feb-25	34	142	50	17	86	53	8	111	49	15	63	38	5
20-Feb-25	37	157	53	16	90	51	6	144	51	15	76	43	4
21-Feb-25	36	200	54	18	142	102	16	174	53	17	111	78	12
22-Feb-25	37	432	55	19	376	278	47	222	50	13	111	69	12
23-Feb-25	38	178	54	16	140	91	14	111	49	11	61	35	4
24-Feb-25	36	99	51	15	51	30	3	76	51	15	39	22	2
25-Feb-25	-	55	-	-	-	-	-	52	-	-	-	-	-
26-Feb-25	37	488	56	19	394	287	65	316	50	13	168	106	16
27-Feb-25	35	511	52	17	350	235	46	299	47	12	130	75	11
28-Feb-25	37	439	50	14	251	115	12	306	47	10	116	43	4
Monthly Average	**36**	**201**	**52**	**17**	**142**	**90**	**16**	**132**	**49**	**14**	**67**	**37**	**5**
Monthly Total	**-**	**5,625**	**-**	**-**	**3,696**	**2,348**	**422**	**3,682**	**-**	**-**	**1,747**	**969**	**134**

[5] No usable noise data from February 14 due to equipment malfunction and February 25 due to high wind.

[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 4-2. Summary of Measured Noise Levels[7] and Aircraft Operations[8] – 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-Feb-25	43	273	57	14	173	75	11	143	56	13	97	45	9
2-Feb-25	44	97	60	16	70	42	7	56	59	15	38	24	6
3-Feb-25	45	136	59	14	92	34	6	108	59	13	76	28	5
4-Feb-25	48	220	59	12	130	50	5	181	58	11	103	39	5
5-Feb-25	42	65	60	18	50	39	6	46	59	17	30	21	4
6-Feb-25	45	320	60	14	198	86	15	277	60	14	182	81	14
7-Feb-25	46	334	60	14	186	79	12	193	59	13	119	55	11
8-Feb-25	44	179	60	16	116	58	8	98	59	14	65	38	7
9-Feb-25	42	236	55	13	147	56	8	173	55	13	113	44	7
10-Feb-25	45	454	61	15	260	127	17	266	60	14	170	87	14
11-Feb-25	43	22	65	22	10	8	3	22	65	22	10	8	3
12-Feb-25	42	29	60	18	13	8	2	27	60	18	12	8	2
13-Feb-25	44	328	57	13	174	74	12	202	56	12	118	53	9
14-Feb-25	44	266	57	13	147	61	10	153	57	12	90	46	9
15-Feb-25	40	9	65	25	5	4	2	9	65	25	5	4	2
16-Feb-25	43	165	58	16	129	72	11	139	58	15	107	61	10
17-Feb-25	44	58	62	18	30	15	3	35	62	17	17	10	2
18-Feb-25	42	28	62	20	12	9	2	28	62	20	12	9	2
19-Feb-25	43	162	59	16	130	74	13	132	59	16	112	68	12
20-Feb-25	43	171	60	17	128	76	14	158	60	17	119	72	14
21-Feb-25	44	224	60	16	170	102	18	198	60	16	154	96	18
22-Feb-25	-	458	-	-	-	-	-	250	-	-	-	-	-
23-Feb-25	42	203	57	15	130	70	13	135	56	15	87	48	10
24-Feb-25	43	118	60	17	81	44	9	95	59	17	64	36	8
25-Feb-25	-	64	-	-	-	-	-	61	-	-	-	-	-
26-Feb-25	45	522	59	15	271	152	21	350	58	14	191	109	18
27-Feb-25	41	540	55	15	254	130	22	327	54	13	162	85	17
28-Feb-25	43	445	56	13	198	71	10	312	55	12	151	55	9
Monthly Average	**43**	**219**	**59**	**16**	**127**	**62**	**10**	**149**	**59**	**15**	**92**	**47**	**9**
Monthly Total	**-**	**6,126**	**-**	**-**	**3,304**	**1,616**	**259**	**4,174**	**-**	**-**	**2,402**	**1,230**	**226**

[7] No noise data from February 22 due to equipment malfunction and February 25 due to high wind.

[8] 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[9] and Aircraft Operations[10] – 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-Feb-25	38	274	58	20	221	138	33	144	53	15	94	57	14
2-Feb-25	40	99	61	21	92	65	21	58	56	16	41	29	9
3-Feb-25	40	137	56	17	106	59	12	109	55	16	85	49	10
4-Feb-25	44	220	59	15	184	85	13	181	56	12	136	58	5
5-Feb-25	36	69	61	26	59	54	30	49	59	24	34	32	21
6-Feb-25	41	330	57	17	210	114	24	282	56	16	173	92	19
7-Feb-25	-	336	-	-	-	-	-	195	-	-	-	-	-
8-Feb-25	37	180	59	21	136	75	22	99	54	17	52	31	10
9-Feb-25	38	237	53	15	177	126	10	174	51	14	119	87	7
10-Feb-25	40	461	60	20	296	196	61	270	56	16	148	100	29
11-Feb-25	34	22	40	6	4	1	0	22	40	6	4	1	0
12-Feb-25	-	29	-	-	-	-	-	27	-	-	-	-	-
13-Feb-25	-	334	-	-	-	-	-	207	-	-	-	-	-
14-Feb-25	39	273	55	16	65	35	9	156	52	13	29	17	4
15-Feb-25	33	10	61	27	5	4	2	10	61	27	5	4	2
16-Feb-25	39	165	57	18	135	93	18	139	56	17	107	76	15
17-Feb-25	34	59	59	24	41	39	12	36	57	23	20	18	7
18-Feb-25	35	28	59	24	10	8	4	28	59	24	10	8	4
19-Feb-25	35	169	56	21	147	113	36	138	55	20	116	90	28
20-Feb-25	37	185	58	22	142	105	29	167	58	21	127	94	26
21-Feb-25	38	226	57	20	193	144	39	200	57	19	162	122	32
22-Feb-25	38	457	60	22	387	293	106	247	55	17	175	128	36
23-Feb-25	-	207	-	-	-	-	-	139	-	-	-	-	-
24-Feb-25	37	119	58	21	89	67	23	96	58	20	71	54	20
25-Feb-25	-	68	-	-	-	-	-	63	-	-	-	-	-
26-Feb-25	38	532	61	23	409	311	110	360	56	18	236	175	50
27-Feb-25	36	541	57	21	363	270	84	327	52	16	182	129	33
28-Feb-25	37	449	57	19	261	147	32	316	54	17	161	88	16
Monthly Average	**37**	**222**	**57**	**20**	**162**	**111**	**32**	**151**	**55**	**18**	**99**	**67**	**17**
Monthly Total	**-**	**6,216**	**-**	**-**	**3,732**	**2,542**	**731**	**4,239**	**-**	**-**	**2,286**	**1,537**	**397**

[9] No usable noise data from February 7 and 13 due to equipment malfunction and from February 12, 23, and 25 due to high wind.

[10] 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.

Town of Superior Advisory Groups

Advisory Committee for Environmental Sustainability (ACES)

Board Details

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

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

Overview

Size 9 Seats

Term Length 3 Years

Term Limit 3 Terms

Additional

Meeting Information

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

Contact the Committee Members

Staff Liaison

Alexis Bullen - Sustainability Manager

Town Council Liaison and Alternate

Jenn Kaaoush, Neal Shah

Establishing Resolution

Change_RCAC_to_ACES.pdf

Committee Work Plan

ACES_2025_Final_Workplan.pdf

Additional Documents

2024_ACES_Workplan_Final.pdf

Town of Superior Advisory Groups

Advisory Committee for Environmental Sustainability (ACES)

Board Roster

Lisa Barnes
Partial Term Feb 12, 2024 - Jun 30, 2026

Michelle Gazarik
1st Term Feb 22, 2021 - Jun 30, 2026

Nicola J Hewett
1st Term Apr 10, 2023 - Jun 30, 2026

Office/Role Vice Chair

Miles H Hoffman
1st Term Feb 22, 2021 - Jun 30, 2025

James A Lester
1st Term Dec 13, 2021 - Jun 30, 2027

Sarah Nick
1st Term Aug 12, 2024 - Jul 01, 2026

John Schallau
2nd Term Jun 30, 2021 - Jul 01, 2027

James Zarske
2nd Term Jul 01, 2023 - Jul 01, 2026

Office/Role Chair

Vacancy

Application Form

Profile

General Instructions:
Superior residents interested in serving on an Advisory Group are asked to complete this application. This form is designed to facilitate the application process for positions on the Town of Superior's various Advisory Groups. Appointments are made by the Superior Board of Trustees after reviewing all applications. Interviews may be necessary. Appointments will be made following the review of interviews at public meeting by the Board of Trustees. APPLICANTS MUST BE RESIDENTS OF THE TOWN OF SUPERIOR (except for the Superior Historical Commission).

John
First Name

Middle Initial

Heckman
Last Name

Email Address

Home Address

Suite or Apt

City

State

Postal Code

Primary Phone

Question applies to multiple boards

Years of Residence in Superior

20

Question applies to multiple boards

Employer

JR Heckman LLC

Question applies to multiple boards

Position Title

Owner

Which Boards would you like to apply for?

Advisory Committee for Environmental Sustainability (ACES): Submitted

Experience

Question applies to multiple boards

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

Detailed in the resume attached. I'm currently doing a lot in the Phoenix / Arizona region, much of which is witih public utilities and cities. I did a lot of work with Denver International Airport, City & County of Denver and several other municipalities several years ago as well. Separately I helped pull together as much assistance for the Marshall Fire as we could via the Superior Rising organization.

Question applies to multiple boards

Please provide any additional comments or information that you feel qualifies you to serve on the Advisory Group(s) for which you expressed interest. Please include any additional documents you feel may be relevant.

I look forward to helping however I can. I've had a long run in the sustainability field, having a chance to work with a lot of different types of organizations, doing a lot of different things. I'd say my main experience is in the strategy arena, usually with for-profit customers looking to bridge the business case for sustainability. However, I do a lot of work on the 'technical' side as well, mainly in the contexts of life cycle assessment, carbon footprinting, etc.

Question applies to multiple boards

Upload Resume

Question applies to multiple boards

Upload relevant document

Town Documents

Question applies to multiple boards

Have you read any of the following Town of Superior documents (all of these can be found on the Town's website)? If yes, check the box next to the document(s) you have read. **Please note that familiarity with these documents is not a requirement for serving on an Advisory Group.

Question applies to multiple boards

Superior Comprehensive Plan

(•) Yes ( ) No

Question applies to multiple boards

Advisory Group Work Plan

(•) Yes ( ) No

ITEM NO. 8

INFORMATION FOR MEETING
OF THE SUPERIOR TOWN COUNCIL

AGENDA ITEM NAME: **Koelbel Concept Plan FPSP Amendments – Montmere at Autrey Shores**

MEETING DATE: **April 14, 2025**

PRESENTED BY: **Renae Stavros, Planner III**

PRESENTED FOR: **Discussion**

Introduction

Scott Chomiak, Vice President, of Koelbel Communities, submitted a request for a Concept Review of a proposed Amendment to the approved Superior Shores Final Plat Site Plan. The proposed revisions are requested due to changes in the market that have proven that the approved designs are overdesigned for the market. Increases in construction costs and a prolonged decrease in sales for over a year and a half have resulted in necessary revisions.

Vicinity Map:



Background

In 2020 Koelbel Urban Homes subdivided the 7.2-acre Lot 1, Block 1, Filing 17D of Rock Creek Ranch into 94 individual lots and 31 tracts of land to construct the 94 dwelling units as for-sale/fee-simple townhomes. Koelbel then completed an administrative Final Plat Site Plan Amendment to reflect the proposed lots, tracts, and adjusted easements.

In 2023 Staff approved an Administrative Amendment for the FPSP to provide better market segmentation between the Reservoir units and the Plateau homes and allow potential homeowners additional choices/options with their purchase. The approved changes were not enough to meet the market, and no units have been approved for permits with these changes.

Proposal Summary

The applicant proposes changes to meet the market, as the approved plans are "overdesigned" for the current market – specifically regarding the rooftop decks and exterior finishes. Proposed changes include making the rooftop decks optional, reducing the deck size, and replacing the stucco with a panel system.

The applicant has provided images and elevation drawings reflecting the proposed changes to the exterior elevations and a bulleted list of the proposed changes is included in their narrative. The applicant is requesting review of these Concept Plans for an Amendment to the approved FPSP and have requested direction from the Council as to whether these changes necessitate a full Amendment process or whether the Council finds that they meet the minor modification process of the code, allowing Administrative review.

Final Development Plan (FPSP) Modification Process

Section 16-10-50 – FDP amendments of the Superior Municipal Code outlines regulations for amendments to Final Development Plan documents. This section also provides for the amendments to Final Plat Site Plans in the Rock Creek Planned Development. The code

section references thresholds for minor changes proposed to FDPs, providing Section 16-2-90 as specific guidance. The section highlights deviations that would not be considered minor if proposed by the applicant. The list of deviations that are not considered minor are as follows:

(1) Changes the character of the development;
(2) Increases the ratio of gross floor area to site area by more than five percent (5%);
(3) Increases the density of residential uses by more than five percent (5%);
(4) Increases the external effects or impacts on adjacent properties by more than ten percent (10%);
(5) Reduces the approved setbacks or building separations from perimeter property lines by more than ten percent (10%);
(6) Increases the ground coverage of the nonresidential structures by more than five thousand (5,000) square feet or five percent (5%), whichever is less;
(7) Reduces the parking ratio by more than ten percent (10%);
(8) Significantly alters the drainage plan, as determined by the Town Engineer;
(9) Increases the height of a structure by more than ten percent (10%) or increases the height of a structure to exceed the maximum height set by the approved permit or development plan;
(10) Reduces the open space by more than five percent (5%);
(11) Changes approved land uses assigned to a specific planning area or subarea in an SDP or FDP;
(12) Relocates or changes in size by ten percent (10%) of any public facility plan area for schools, public safety or utility service;
(13) Changes required pavement widths by more than ten percent (10%); or
(14) Changes access from and through existing public rights-of-way (including changes to the circulation alignment resulting in changes to arterials not in compliance with the original SDP or FDP or to the Comprehensive Plan, as well as changes in the type of intersections).

Attachments

Applicant Narrative
FPSP Admin Amendment Images & Metrics
FPSP Admin Amendment Rendering Comparison
FPSP Admin Amendment Revisions
FPSP Admin Amendment Fly Thru

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April 4, 2025

Town of Superior
124 Coal Creek Drive
Superior, CO 80027

Renae Stavros, Acting Planning and Building Director

RE: Superior Shores Final Plat Site Plan – Concept Plan Meeting

Renae,

Thank you again for discussing the proposed minor revisions to the Superior Shores Final Plat Site Plan (FPSP). It is our understanding that the Staff is not comfortable deciding if our proposal qualifies as an Administrative Amendment without first consulting with the Town Council through the Concept Plan process. We are pleased to do this, and the following narrative describes our proposal.

Reason for Revision

The reason for these changes is to meet the market. The market has proven that the approved designs, which we inherited from the previous builder, are overdesigned for this market, specifically regarding the rooftop decks and exterior finishes. We are proposing to make the rooftop decks optional, reducing the deck size and to replace the stucco with a panel system to achieve a very similar look, to essentially be on par with what was approved for multiple builders in Downtown Superior. The real estate industry has experienced a dramatic increase in construction costs and the competition for homes in Superior has increased since the initial approval of this project. It has been made abundantly clear by the lack of sales over the past 30 months. After robust sales through the first half of 2022, our sales encountered a dramatic slowdown as interests rates shot up in mid-2022 and more competition moved into downtown Superior with lower prices and more modest designs and offerings. We believe that this change as well as providing more choice/options for homeowners is critical so that we can respond to the market and have a successful community. These changes have been carefully designed to maintain the approved building form, quality, and overall character.

Code Applicability

As you are aware, an Administrative Amendment can be approved by the Manager if the following conditions can be met. As discussed, we undeniably meet all of the conditions (2-14) and are now focused on Condition 1 which is if the proposed modifications change the character of the development (of the entirety of the FPSP).

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Code Sec. 16-2-90 (a) 1 through 14.

(1) Changes the character of the development.
(2) Increases the ratio of gross floor area to site area by more than five percent (5%). NO CHANGE
(3) Increases the density of residential uses by more than five percent (5%). NO CHANGE
(4) Increases the external effects or impacts on adjacent properties by more than ten percent (10%). NO CHANGE
(5) Reduces the approved setbacks or building separations from perimeter property lines by more than ten percent (10%). NO CHANGE
(6) Increases the ground coverage of the nonresidential structures by more than five thousand (5,000) square feet or five percent (5%), whichever is less. NO CHANGE
(7) Reduces the parking ratio by more than ten percent (10%). NO CHANGE
(8) Significantly alters the drainage plan, as determined by the Town Engineer. NO CHANGE
(9) Increases the height of a structure by more than ten percent (10%) or increases the height of a structure to exceed the maximum height set by the approved permit or development plan. NO CHANGE
(10) Reduces the open space by more than five percent (5%). NO CHANGE
(11) Changes approved land uses assigned to a specific planning area or subarea in an SDP or FDP. NO CHANGE
(12) Relocates or changes in size by ten percent (10%) of any public facility plan area for schools, public safety or utility service. NO CHANGE
(13) Changes required pavement widths by more than ten percent (10%); or NO CHANGE
(14) Changes access from and through existing public rights-of-way (including changes to the circulation alignment resulting in changes to arterials not in compliance with the original SDP or FDP or to the Comprehensive Plan, as well as changes in the type of intersections). NO CHANGE

Though not explicitly required in Condition 1 (Changes the character of the development), at our first meeting you requested that we provide some specific measurables (Metrics) to compare our proposed changes with the current FPSP to quantify the percentage change of character of the development. This resulted in what we calculated as the percentage of visible change to the exterior of the building being less than 4% with the denominator being the face feet of the visible building façade.

Metrics

The attached "Metrics" calculations show a comparison of the APPROVED and PROPOSED Building Elevation Areas and Heights. Specifically, the PROPOSED changes would result in a **3.27% increase** to the area of all elevations across the entire community (FPSP). This is the measurement of all elevations (front, rear, and both sides) across the community and assuming that all the remaining buildings/units would be built with the proposed slope roofs. Of course, any units built with the rooftop deck option would decrease the overall area. The PROPOSED weighted

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average of PROPOSED building heights across the entire community (FPSP) would result in a **0.30% decrease** with the PROPOSED changes.

**Please note that there isn't a definitive way to quantify character or to measure the impact of individual elements like height on the entire FPSP/community. We acknowledge the challenge in establishing a universal metric that encompasses all aspects such as density, parking, landscape, architecture, and overall community character.

At the most recent meeting we were asked to approach the issue of change in character from a more qualitative perspective by providing imagery of the existing and proposed buildings from along Coalton Road.

The attached Exhibits contain the results of this exercise and include the following:

- Driver's Perspective Images:
  - Eastbound on Coalton Road
  - Westbound on Coalton Road
  - Movie – Westbound on Coalton Road
  - Rendering Comparison

When reviewing these attachments, please focus your attention on the character of both existing and proposed buildings.

Each image includes a key map identifying building numbers. The existing buildings #18, #19, and #17 that are shown in the images, while the remaining buildings along Coalton Street are proposed.

We believe that by keeping consistent heights, colors, material finishes, and style, the transition from existing to proposed buildings maintains a cohesive character without noticeable change. The Coalton streetscape creates a building edge that blends seamlessly into the community while avoiding excessive repetition, as intended in the original approved design.

Overview of Proposed changes

The attached Exhibit "FPSP Revisions" illustrates a direct comparison of the APPROVED and PROPOSED versions of Building A, F, and H. We selected these three Building Types (A, F, and H) as they represent all of the Unit Types and conditions, but we would show all buildings for a formal Administrative Amendment.

The renderings show a variety of perspectives in both the APPROVED and PROPOSED condition.

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The PROPOSED versions include the following changes:

- All Unit Plans would have sloped roofs with no rooftop deck as the standard condition, with an optional rooftop deck. The PROPOSED FPSP elevations show some Units with the standard sloped roof, and some with the optional rooftop deck.
- Building H: Replaced the G Units with a modified F Unit to decrease the size and price. These H buildings all front Coalton Road and the existing H Building is too large and expensive for that location.

- While not visible on the FPSP plans, we are proposing to use a simplified stone course design for the Reservoir Units/Buildings, Units A, B, and C. It would be the same stone and colors.

- Removes the architectural "Clamshell" bays around certain windows as it did not work well with the sloped roofs. This resulted in finetuning the alignment of certain material changes.

- Replaced stucco with a panel system. The stucco areas served to create a monolithic form as a contrast to lap siding and included reveals. The panel system will also serve to provide the monolithic form as a contrast to lap siding and included reveals but will provide less maintenance for the homeowners.

Please note that we are NOT proposing to change any colors. We are also not proposing changes to the unit square footage, footprints or windows/door locations and sizes, other than switching the H units to modified F units. We are also not proposing any changes to the approved parking and density.

Summary of Request

We are requesting the Town Council consider this proposal and if they agree, permit us to work with Staff to complete this Administrative Amendment to the FPSP so that we can offer homes at a more attainable level and provide more options for the home purchaser.

Thank you for your consideration.

Scott Chomiak
Superior Shore Townhomes LLC
Vice President

THE ELEVATION AREA CALCULATIONS BELOW ASSUME THAT EVERY UNIT HAS A SLOPED ROOF AND NO ROOFTOP DECK OPTIONS. THESE NUMBERS WILL BE REDUCED IN RELATION TO THE NUMBER OF OPTIONAL ROOFTOP DECKS SELECTED.

REVISION MATRIX BY BUILDING TYPE FOR ELEVATION AREA

BUILDING	ELEVATION AREA	FRONT & BACK	SIDE	SIDE	TOTAL	% CHANGE
A	PROPOSED	4,555	1,951	1,829	12,890	**5.27%**
	APPROVED	4,177	2,010	1,881	12,245	
B-4	PROPOSED	3,481	1,950	1,950	10,862	**3.02%**
	APPROVED	3,278	1,994	1,994	10,544	
B-5	PROPOSED	4,338	1,950	1,950	12,576	**3.92%**
	APPROVED	4,057	1,994	1,994	12,102	
E	PROPOSED	4,196	1,615	1,615	11,622	**7.67%**
	APPROVED	3,786	1,611	1,611	10,794	
F	PROPOSED	4,844	1,615	1,615	12,918	**7.65%**
	APPROVED	4,389	1,611	1,611	12,000	
G	PROPOSED	5,576	1,615	1,615	14,382	**9.67%**
	APPROVED	4,926	1,631	1,631	13,114	
H	PROPOSED	1,975	1,580	1,580	7,110	**-5.60%**
	APPROVED	2,090	1,676	1,676	7,532	
					AVERAGE	**4.51%**

WEIGHTED AVERAGE OF REMAINING BUILDINGS FOR ELEVATION AREA

# OF BUILDINGS REMAINING TO BE BUILT	PROPOSED	APPROVED	DIFFERENCE
3	38,670		
3		36,735	**1,935**
1	10,862		
1		10,544	**318**
2	25,152		
2		24,204	**948**
2	23,244		
2		21,588	**1,656**
2	25,836		
2		24,000	**1,836**
1	14,382		
1		13,114	**1,268**
2	14,220		
2		15,064	**(844)**
13	**152,366**	**145,249**	**7,117**
Weighted Ave. of remaining buildings			**4.90%**

WEIGHTED AVERAGE OF PROPOSED ELEVATION AREA CHANGES TO ENTIRE COMMUNITY (FPSP)

FULL BUILDOUT WITH APPROVED BUILDINGS	APPROVED
5	61,225
2	21,088
2	24,204
4	43,176
3	36,000
1	13,114
3	22,596
20	**221,403**
Weighted Ave. of proposed elevation area changes to entire community (FPSP)	**3.21%**

This is the relevant measurement as it is the change to the FPSP

THE BUILDING HEIGHT INFORMATION BELOW IS FOR INFORMATIONAL PURPOSES AND IS INCLUDED IN THE ELEVATION AREA CALCULATIONS ABOVE.

REVISION MATRIX BY BUILDING TYPE FOR BUILDING HEIGHT

BUILDING	ELEVATION AREA	HEIGHT	Proposed height in decimals	Approved height in decimals	Percentage Change in Height
A	PROPOSED	42' - 9 5/8"	42.80		
	APPROVED	43' - 0"		43.00	**-0.46%**
B-4	PROPOSED	42' - 9 5/8"	42.80		
	APPROVED	43' - 0"		43.00	**-0.46%**
B-5	PROPOSED	42' - 9 5/8"	42.80		
	APPROVED	43' - 0"		43.00	**-0.46%**
E	PROPOSED	43' - 1 1/8"	43.09		
	APPROVED	43' - 0"		43.00	**0.22%**
F	PROPOSED	43' - 1 1/8"	43.09		
	APPROVED	43' - 0"		43.00	**0.22%**
G	PROPOSED	43' - 1 1/8"	43.09		
	APPROVED	43' - 0"		43.00	**0.22%**
H	PROPOSED	43' - 0 5/8"	43.05		
	APPROVED	44' - 0"		44.00	**-2.15%**
				AVERAGE	**-0.41%**

WEIGHTED AVERAGE OF BUILDING HEIGHTS

# OF BUILDINGS REMAINING TO BE BUILT	PROPOSED	APPROVED	DIFFERENCE
3	128.41		
3		129.00	**(0.59)**
1	42.80		
1		43.00	**(0.20)**
2	85.60		
2		86.00	**(0.40)**
2	86.19		
2		86.00	**0.19**
2	86.19		
2		86.00	**0.19**
1	43.09		
1		43.00	**0.09**
2	86.10		
2		88.00	**(1.90)**
13	**558.39**	**561.00**	**(2.61)**
Weighted Ave. of remaining buildings			**-0.47%**

WEIGHTED AVERAGE WITH EXISTING BUILDINGS

FULL BUILDOUT WITH APPROVED BUILDINGS	APPROVED
5	215
2	86
2	86
4	172
3	129
1	43
3	132
20	**863**
Weighted Ave. of proposed building heights to entire community (FPSP)	**-0.30%**























APPROVED
RESERVOIR - PERSPECTIVE 1



PROPOSED
RESERVOIR - PERSPECTIVE 1



APPROVED
RESERVOIR - PERSPECTIVE 2



PROPOSED
RESERVOIR - PERSPECTIVE 2



APPROVED
RESERVOIR - PERSPECTIVE 3



PROPOSED
RESERVOIR - PERSPECTIVE 3



APPROVED
RESERVOIR - PERSPECTIVE 4



PROPOSED
RESERVOIR - PERSPECTIVE 4

SUPERIOR SHORES TOWNHOMES
LOT 1, BLOCK 1, ROCK CREEK RANCH FILING NO. 17D
FINAL PLAT SITE PLAN
SITUATED IN SW 1/4 SECTION 29, TOWNSHIP 1 SOUTH RANGE 69 WEST
THE SIXTH PRINCIPAL MERIDIAN, TOWN OF SUPERIOR, BOULDER COUNTY COLORADO



3 BUILDING A - ELEVATION 3 - FRONT
1/8" = 1'-0"

2 BUILDING A - ELEVATION 2- SIDE
1/8" = 1'-0"



1 BUILDING A - ELEVATION 1- BACK
1/8" = 1'-0"

4 BUILDING A - ELEVATION 4 - SIDE
1/8" = 1'-0"

0' 2' 4' 8' 16' 32'

MATERIAL LEGEND RESERVOIR SCHEME 1

SEE MATERIAL SHEET FOR COLORS

1 PLATEAU SCHEME 1 RUNNING BOND BRICK

2 PLATEAU SCHEME 2 RUNNING BOND BRICK

3 RESERVOIR SCHEME 1 CULTURED HEWN STONE

4 RESERVOIR SCHEME 2 CULTURED HEWN STONE

5 SMOOTH FINISH COMPOSITE LAP SIDING

RESERVOIR SCHEME 1: | RESERVOIR SCHEME 2: | PLATEAU SCHEME 1: | PLATEAU SCHEME 2:

* STUCCO AND SIDING COLORS ARE SWITCHED IN D & SOME E UNITS FOR COLOR VARIATION

** SIDING PAINTED TO MATCH BRICK ON REAR OF D & E UNITS

6 STUCCO COLOR 1

RESERVOIR SCHEME 1: | RESERVOIR SCHEME 2:

7 STUCCO COLOR 2

RESERVOIR SCHEME 1: | RESERVOIR SCHEME 2:

8 ACCENT FRAME: STUCCO (CHARCOAL GREY)

9 ACCENT FRAME: FIBER CEMENT BUILD UP

10 WINDOW MULLIONS (DARK BRONZE)

11* METAL GUARDRAIL - UNITS D, E, F (CHARCOAL GREY)

11 METAL GUARDRAIL UNITS A, B, C & G (CHARCOAL GREY)

EXTERIOR WALL SCONCE

GUTTERS/ DOWNSPOUTS (DARK BRONZE)

BUILDING A IS ALWAYS RESERVOIR SCHEME 1. SEE SITE PLAN FOR BUILDING LOCATIONS AND MATERIAL SHEET FOR COLORS.

NOTE: JULIET BALCONIES ARE STANDARD ON UNITS B, F AND ARE OPTIONAL ON UNITS A, D, E

BUILDING A KEY PLAN

BUILDINGS 1, 3, 5, 7 & 9



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PROPOSED 2020

BUILDING A ELEVATIONS APPROVED

ADMIN REVISIONS	4/08/2020
MYLARS	11/21/2018
TOWN BOARD	9/14/2018
PLANNING COMMISSION	8/31/2018
TOWN COMMENTS	8/24/2018
TOWN COMMENTS	7/23/2018
REVISED SITE LAYOUT	4/13/2018
2ND SUBMITTAL	10/27/2017
INITIAL SUBMITTAL	6/29/2017

DESIGNED BY:	
DRAWN BY:	CB, AB
CHECKED BY:	MN
PROJECT NO.	171004
SHEET	24
OF	52

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3 BUILDING A - ELEVATION 3 - FRONT
1/8" = 1'-0"

2 BUILDING A - ELEVATION 2- SIDE
1/8" = 1'-0"



1 BUILDING A - ELEVATION 1- BACK
1/8" = 1'-0"

4 BUILDING A - ELEVATION 4 - SIDE
1/8" = 1'-0"

0' 2' 4' 8' 16' 32'

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5 SMOOTH FINISH COMPOSITE LAP SIDING

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6 STUCCO COLOR 1
RESERVOIR SCHEME 1: | RESERVOIR SCHEME 2:

7 STUCCO COLOR 2
RESERVOIR SCHEME 1: | RESERVOIR SCHEME 2:

8 ACCENT FRAME: STUCCO (CHARCOAL GREY)

9 ACCENT FRAME: FIBER CEMENT BUILD UP

10 WINDOW MULLIONS (DARK BRONZE)

11* 3'-0" METAL GUARDRAIL - UNITS D, E, F (CHARCOAL GREY)

11 3'-0" METAL GUARDRAIL UNITS A, B, C & G (CHARCOAL GREY)

EXTERIOR WALL SCONCE

GUTTERS/ DOWNSPOUTS (DARK BRONZE)

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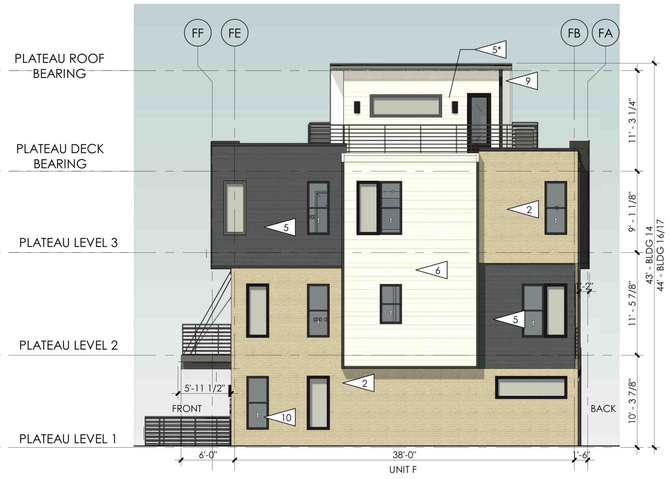
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3 BUILDING F - ELEVATION 3 - FRONT

1/8" = 1'-0"



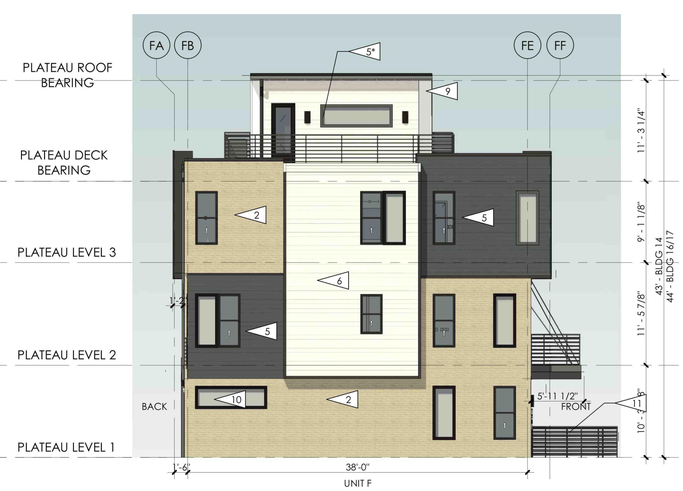
2 BUILDING F - ELEVATION 2 - SIDE

1/8" = 1'-0"



1 BUILDING F - ELEVATION 1 - BACK

1/8" = 1'-0"



4 BUILDING F - ELEVATION 4 - SIDE

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7. STUCCO COLOR 2

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11. METAL GUARDRAIL - UNITS D, E, F (CHARCOAL GREY), 3' - 0"
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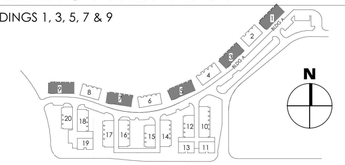
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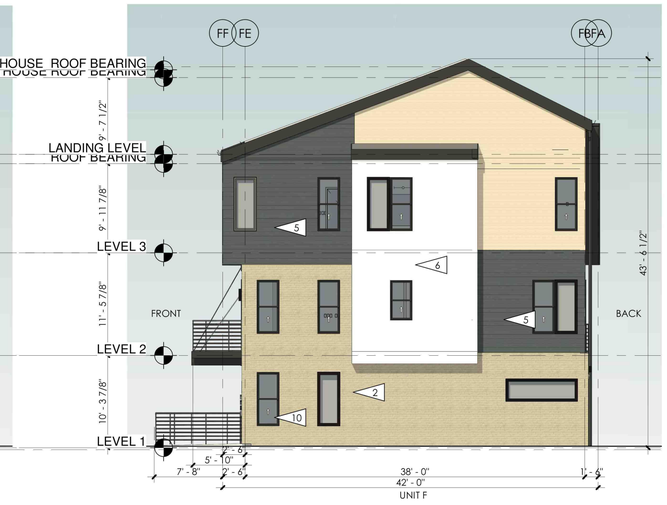
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4 BUILDING F - ELEVATION 4 - SIDE
1/8" = 1'-0"

0' 2' 4' 8' 16' 32'

MATERIAL LEGEND RESERVOIR SCHEME 1

SEE MATERIAL SHEET FOR COLORS

1 PLATEAU SCHEME 1 RUNNING BOND BRICK

2 PLATEAU SCHEME 2 RUNNING BOND BRICK

3 RESERVOIR SCHEME 1 CULTURED HEWN STONE

4 RESERVOIR SCHEME 2 CULTURED HEWN STONE

5 SMOOTH FINISH COMPOSITE LAP SIDING

RESERVOIR SCHEME 1: | RESERVOIR SCHEME 2: | PLATEAU SCHEME 1: | PLATEAU SCHEME 2:

* STUCCO AND SIDING COLORS ARE SWITCHED IN D & SOME E UNITS FOR COLOR VARIATION

** SIDING PAINTED TO MATCH BRICK ON REAR OF D & E UNITS

6 STUCCO COLOR 1

RESERVOIR SCHEME 1: | RESERVOIR SCHEME 2:

7 STUCCO COLOR 2

RESERVOIR SCHEME 1: | RESERVOIR SCHEME 2:

8 ACCENT FRAME: STUCCO (CHARCOAL GREY)

9 ACCENT FRAME: FIBER CEMENT BUILD UP

10 WINDOW MULLIONS (DARK BRONZE)

11 3' - 0" METAL GUARDRAIL - UNITS D, E, F (CHARCOAL GREY)

11 3' - 0" METAL GUARDRAIL UNITS A, B, C & G (CHARCOAL GREY)

EXTERIOR WALL SCONCE

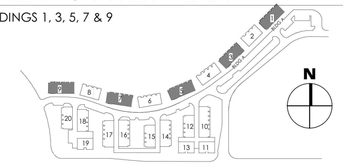
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BUILDING A KEY PLAN

BUILDINGS 1, 3, 5, 7 & 9



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SUPERIOR SHORES TOWNHOMES
LOT 1, BLOCK 1, ROCK CREEK RANCH FILING NO. 17D
FINAL PLAT SITE PLAN
PROPOSED 2020
BUILDING A ELEVATIONS PROPOSED

ADMIN REVISIONS	
MYLARS	11/21/2018
TOWN BOARD	9/14/2018
PLANNING COMMISSION	8/31/2018
TOWN COMMENTS	8/24/2018
TOWN COMMENTS	7/23/2018
REVISED SITE LAYOUT	4/13/2018
2ND SUBMITTAL	10/27/2017
INITIAL SUBMITTAL	6/29/2017
	4/08/2020

DESIGNED BY:	
DRAWN BY:	CB, AB
CHECKED BY:	MN
PROJECT NO.	171004
SHEET	24
OF	52

SUPERIOR SHORES TOWNHOMES
LOT 1, BLOCK 1, ROCK CREEK RANCH FILING NO. 17D
FINAL PLAT SITE PLAN
SITUATED IN SW 1/4 SECTION 29, TOWNSHIP 1 SOUTH RANGE 69 WEST
THE SIXTH PRINCIPAL MERIDIAN, TOWN OF SUPERIOR, BOULDER COUNTY COLORADO



4 BUILDING H - ELEVATION 4 - SIDE
1/8" = 1'-0"



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1/8" = 1'-0"



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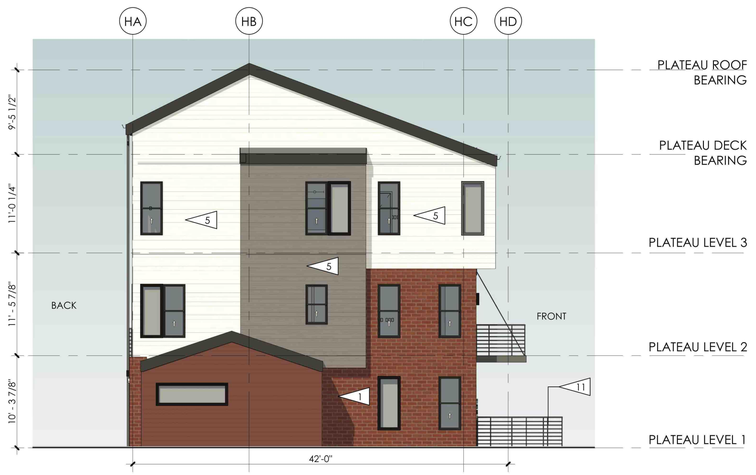
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LOT 1, BLOCK 1, ROCK CREEK RANCH FILING NO. 17D
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PROPOSED 2020

BUILDING A ELEVATIONS APPROVED

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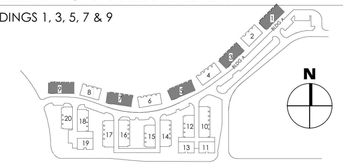
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ITEM NO. 9

INFORMATION FOR MEETING
OF THE SUPERIOR TOWN COUNCIL

AGENDA ITEM NAME: **Chapter 16 -Land Use – Code Updates related to State Legislation: Accessory Dwelling Units, Minimum Parking Requirements, and Occupancy Limits**

MEETING DATE: **April 14, 2025**

PRESENTED BY: **Renae Stavros, AICP, Planner III**

PRESENTED FOR: **First Reading**

Item: Chapter 16 – Land Use Code Updates; Case No. LUC-2025-01

Applicant: Town of Superior

Location: Town-wide

BACKGROUND:
The 2023 and 2024 State of Colorado legislative sessions resulted in the adoption of multiple bills that affect the Town of Superior. The Town Council held a discussion during the Work Session on December 16, 2024 to provide direction on the implementation of these bills. The informational memo presented to the Town Council is here, and the video to listen to their discussion is here.

The Land Use Code Amendment under consideration addresses requirements within the following state bills:

- HB24-1007: Prohibit Residential Occupancy Limits
- HB24-1152: Accessory Dwelling Units
- HB24-1304: Minimum Parking Requirements

HB24-1007 Prohibit Residential Occupancy Limits

This bill requires local jurisdictions in the State of Colorado to remove residential occupancy limits based on familial relationships. The bill is applicable to all municipalities regardless of population or statutory status. The law went into effect on July 1, 2024. The Town of Superior is subject to this law.

The Town's current Municipal Code Sec. 10-5-100. – Maximum occupancy, prohibits more than three (3) persons who are not related to occupy any dwelling within the Town. It further defines *Related* as "those who are related by blood, marriage, domestic partnership or adoption, and any minors for which one (1) of the occupants serves as the minor's legal guardian." Section 16-1-70 includes a definition for *Family* also requires amendment.

Based on the approval of HB 1007, the Town can limit occupancy based on "demonstrated health and safety standards" such as the International Building Code, fire code, Colorado Department of Public Health & Environment wastewater and water quality standards, or affordable housing program guidelines (as applicable).

The draft ordinance removes *Sec. 10-5-100. – Maximum occupancy* from the Town Code. The draft ordinance also includes the following changes throughout the code to replace terms related to "family":

Current terminology	**Proposed terminology**
"family" means one (1) or more persons living together in a dwelling unit as a single housekeeping unit not including: a. More than three (3) persons not related by blood, marriage, domestic partnership or adoption; or b. More than one (1) individual not related by blood, marriage, domestic partnership or adoption who is required to register as a sex offender under Section 18-3-412.5, C.R.S.	"**household**" means a group of individuals who occupy a single dwelling unit and have established a cooperative living arrangement, where all members of the household have free and unfettered physical access to the dwelling unit's kitchen, living areas, all utilities and mechanical equipment, and a bathroom which includes bathing facilities.
"Single-family", "two-family", "multi-family"	"single-unit", "two-unit", "multi-unit"

HB24-1152: Accessory Dwelling Units

In May 2024, the Colorado Legislature passed House Bill 24-1152 (HB 1152), requiring municipalities allow Accessory Dwelling Units (ADUs) in all zones that allow single-family detached units. An ADU is a smaller, self-contained housing unit on the same property as a single-unit home or duplex. DOLA has published guidance for municipalities regarding compliance with the new law. The law requires that regulations be adopted by June 30, 2025. Additionally, the grant through DOLA that the Town received to develop the Housing Strategies also required implementation of at least one strategy. Adoption of the code to allow ADUs will fulfill this obligation.

HB 1152 Requirements

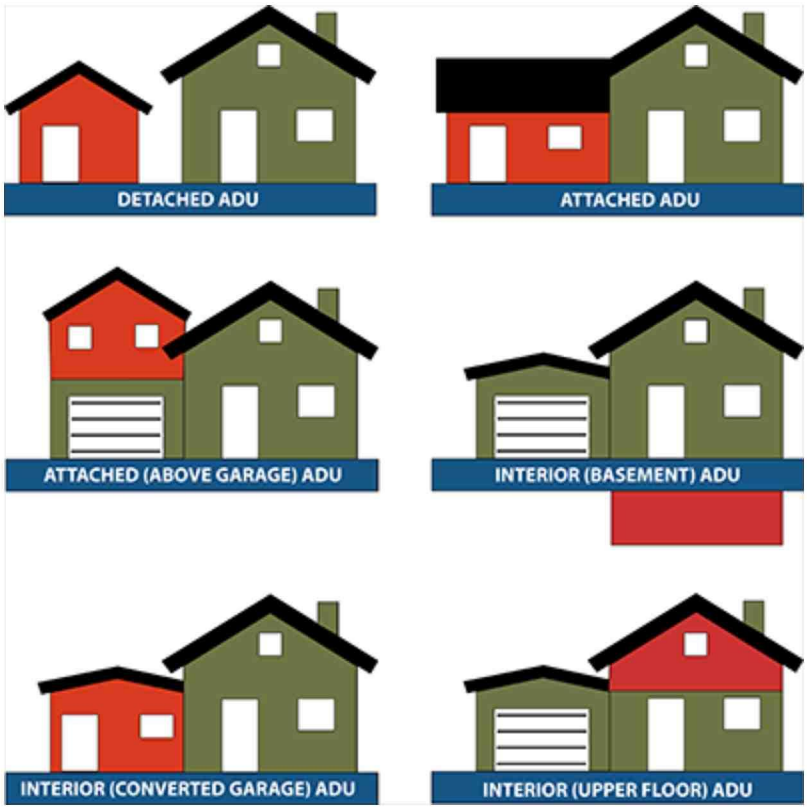
The bill defines an ADU as:

An internal, attached, or detached dwelling unit that:

a) Provides complete independent living facilities for one of more individuals;
b) Is located on the same lot as a proposed or existing primary residence; and
c) Includes facilities for living, sleeping, eating, cooking, and sanitation.

The passing of the bill requires that the Town update the existing ADU requirements of the Municipal Code to meet certain new requirements. These requirements are outlined below:

- The Town must allow ADUs on all detached single-unit lots, including PD zoned properties. This bill also makes void any provision of a declaration, bylaw, or rule of an Association that prohibits ADUs as they are detailed by Section 29-35-102 of HB 1152.
- Permits for ADUs must be allowed to be approved Administratively, which means public hearings or conditional review is not permitted.
- ADUs between 500 and 750 square feet must be permitted (nothing prevents allowing ADUs outside of that range, as well).
- The Town must allow setbacks for ADUs that meet the following:
    - Rear: Minimum setbacks for accessory structures or 5' rear setbacks (whichever is greater). The state has confirmed that if the zoning does not currently have a rear setback standard for accessory structures, then 5' applies. This is the case in the majority of the Town's PDs.
    - Side: Minimum setbacks for the principal structure.
- Must create clear, objective design criteria standards. Design standards cannot be more restrictive than what is required for the principal structure. For example, if a principal structure has requirements for architectural design (compatibility, roof pitch, exterior building materials, etc), you can apply those standards to the ADU. If the home only has regulations related to setbacks, height, etc, you cannot apply architectural design standards to the ADU.
- The Town cannot require parking – except in limited circumstances.
    - If an existing off-street parking space exists when the ADU is created, that space can be designated for use by the ADU
    - A new off-street parking space may be required if (a) the ADU is in a zoning district that requires one or more off-street parking space for a single-family detached home, AND (b) there is no existing parking space on the lot that could be used for the ADU, AND (c) the ADU is on a block that on-street parking is prohibited
- Cannot require owner occupancy beyond the date of application to build an ADU.
- Must allow internal, attached, or detached ADUs (see examples):



Current Town ADU Ordinance

The Town adopted Ordinance #3, Series 2021 adding a new section 16-6-160, Accessory Dwelling Units to the Town's Municipal Code. This code allows detached ADUs on low (R-L) and medium (R-M) density residentially zoned lots, which applies only to properties that allow single-unit and two-unit homes in Original Town. All new ADUs are subject to current building code regulations, including fire sprinkling for detached ADUs.

Proposed Ordinance

A complete redline of the applicable municipal code edits is included as an attachment.

The draft ordinance includes the following language:

> Accessory dwelling units are a permitted use on all lots throughout Superior that allow a single-unit or two-unit dwelling, including without limitation properties that are zoned Planned Development. Accessory dwelling units shall comply with the following:
>
> (1) Number. Only one (1) ADU shall be permitted for each single-unit dwelling unit or two-unit dwelling unit on a lot.
>
> (2) Size. The ADU shall be no larger than fifty percent (50%) of the square feet of the principal dwelling unit, or 750 sf whichever is larger. In no event shall the ADU exceed the square footage of the principal dwelling unit.

(3) Design and development standards. An ADU is subject to the development standards (setbacks, lot coverage and height) that are established for each zone district or Planned Development, as applicable. If the applicable Planned Development, including without limitation a Final Development Plan or Final Plat Site Plan, includes standards for architecture, including without limitation for roof pitch, architectural compatibility, material or color, these standards shall not apply to the ADU.

Standard	**Proposal**
Maximum height (attached or internal)	Equivalent to the maximum height allowed for the principal dwelling unit
Maximum height (detached)	Equivalent to the maximum height allowed for the principal dwelling unit or 32,' whichever is less
Front setback	Equivalent to the front setback allowed for the principal dwelling unit
Rear setback	Equivalent to the rear setback allowed for accessory structures. If none is stated, then 5'. If the ADU is attached or internal to the principal dwelling, the portion of the structure that contains the principal dwelling unit must maintain the rear setback for principal structures.
Side setback (internal lot line)	Side setback (internal) of principal dwelling unit
Side setback (street side)	Side setback (street side) of principal dwelling unit
Maximum Lot Coverage	If the zone district includes a maximum lot coverage allowance, the ADU is subject to such standard

(4) Parking. Off-street parking is not required.

(5) Timing. A certificate of occupancy for an ADU may be issued prior to a certificate of occupancy being issued for the principal dwelling unit.

(6) Occupancy. The property owner shall reside on the property on the date an application is filed to construct an ADU; provided, however, this requirement does not apply to the construction of an ADU on a vacant lot.

(7) Utility service. ADUs shall be connected to the water and wastewater utilities of the principal dwelling unit and may not have separate connections, unless the Town or applicable district approves of separate connections in writing.

(8) Mobile and manufactured homes. A mobile home shall not be used as an ADU, but a manufactured home may be used as an ADU.

(9) Subdivision. No portion of a lot on which an ADU is located may be subdivided from or legally described differently than, the lot containing the principal dwelling unit, and no portion of a structure containing an ADU may have ownership different from the ownership of the principal dwelling unit.

(10) Permitting. An ADU constructed prior to construction of a principal dwelling unit shall remain an ADU, regardless of whether a principal dwelling unit is constructed.

The draft ordinance also includes updates to the Schedule of Use Tables to note that ADUs are permitted in all zone districts that allow single-unit and two-unit homes. It also includes clean-up and consolidation of the Schedule of Requirements for Residential Districts and Commercial and Mixed-Use Districts. These standards were not changed, rather numerous footnotes were consolidated into the tables.

The ordinance also amends Chapter 18 of the municipal code to include certain components of the 2024 International Residential Code (IRC) Appendix BC for Accessory Dwelling Units. The appendix provides more flexibility for building code requirements than strictly applying the IRC as if the structure was a two-unit structure.

HB24-1304: Minimum Parking Requirements
This bill requires that subject jurisdictions not enact or enforce local laws requiring minimum amounts of parking for multi-family residential, adaptive reuse for residential, or adaptive reuse for mixed-use that includes at 50% of use for residential within a ¼ mile buffer from designated transit stations.

While the published map identifying areas subject to the law includes a ¼ mile buffer around McCaslin Station Park and Ride, there currently is no property zoned to allow multi-family residential uses, therefore specific amendments to Planned Developments and parking standards are not required at this time. As zoning amendments that allow housing are considered in the future, implications of this law will be accounted for at that time.

Guidance published by DOLA recommends, at a minimum, that all communities subject to the bill adopt the following statement within their parking regulations:

> *However, no off-street parking shall be required for new multiple dwelling development or in any adaptive reuse development in which at least 50 percent of the gross floor area of the development is in residential dwelling use, within those areas designated by statute and identified by a map maintained by the Colorado Department of Local Affairs as Applicable Transit Service Areas.*

The draft ordinance includes language to achieve compliance with the State law.

STAFF RECOMMENDATION:
First reading of the ordinance and set the second reading for April 28, 2025.

BUDGET IMPLICATIONS:
Moderate fees and use taxes may be collected over time due to construction of ADUs.

ATTACHMENTS:
1. Draft Ordinance
2. Planning Commission Resolution
3. Redline of Code Amendment
4. Planned Development Neighborhood Development Standards

TOWN OF SUPERIOR
ORDINANCE NO. O-8
SERIES 2025

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR AMENDING PORTIONS OF CHAPTER 10 AND CHAPTER 16 OF THE SUPERIOR MUNICIPAL CODE CONCERNING LAND USE

WHEREAS, the Town desires to amend various parts of Chapter 16 of the Superior Municipal. Code (the "Code") regarding maximum occupancy limits, accessory dwelling units, and minimum parking requirements for certain multi-family developments;

WHEREAS, on February 18, 2025, the Planning Commission considered the changes to the Superior Land Use Code contained herein and recommended adoption; and

WHEREAS, after giving due consideration to the issue, the Town Council finds it is in the best interest of the public health, safety and welfare to adopt the following changes to the Code.

NOW BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SUPERIOR, COLORADO:

Section 1. Section 10-5-100 of the Superior Municipal Code is hereby repealed in its entirety.

Section 2. Section 16-1-70 of the Superior Municipal Code is hereby amended as follows:

* * *

Accessory dwelling unit or *ADU* means an internal, attached or detached dwelling unit that:

a. Provides complete independent living facilities for one (1) household;

b. Is located on the same lot as a proposed or existing single-unit dwelling unit or duplex; and

c. Includes facilities for living, sleeping, eating, cooking and sanitation.

* * *

~~*Family* means one (1) or more persons living together in a dwelling unit as a single housekeeping unit not including:~~

~~a. More than three (3) persons not related by blood, marriage, domestic partnership or adoption; or~~

~~b. More than one (1) individual not related by blood, marriage, domestic partnership or adoption who is required to register as a sex offender under Section 18-3-412.5, C.R.S.~~

* * *

Household means a group of individuals who occupy a single dwelling unit and have established a cooperative living arrangement, where all members of the household have free and unfettered physical access to the dwelling unit's kitchen, living areas, all utilities and mechanical equipment, and a bathroom which includes bathing facilities.

* * *

~~*Single-family*~~ *Single-unit detached residence* means a residential building containing one (1) dwelling unit located on a lot containing no other dwelling units; provided, however, that one ADU may be permitted on the lot.

* * *

Section 3. All references in the Code to "single-family", "two-family", "multi-family", and "multiple-family" shall be replaced with "single-unit", "two-unit", "multi-unit", and "multiple-unit", respectively. All references in Chapter 16 of the Code to "family" or "immediate family" shall be replaced with "household."

Section 4. The various Schedules of Uses Tables in Section 16-6-120 of the Code are hereby amended to add "Accessory Dwelling Units" as a permitted use in the R-E, R-VL, R-L, and R-M, M-U and A-UR zone districts.

Section 5. Section 16-6-120(c) is hereby amended as follows:

(c) The Schedule of Requirements includes basic bulk, setback, density, intensity and open space requirements for each zone district; provided, however, that requirements for Accessory Dwelling Units may differ and may be found in Section 16-6-160. Additional requirements are listed for uses permitted by special review. All developments in the Superior Urban Renewal Area shall comply with the applicable Superior Urban Renewal Authority Guidelines in addition to the Schedule of Requirements.

Section 6. The Schedule of Requirements for Residential Districts table in Section 16-6-120 of the Code is hereby repealed in its entirety and reenacted as follows:

Standard	***R-E***	***R-VL***	***R-L***	***R-M***	***R-MH***
Minimum lot area (square feet)	43,560	14,520	7,000	6,000	3,750
Maximum principal building or structure height (feet)	32	32	32	32	32
Maximum height of accessory-structures less than 120 square feet)	10	10	10	10	10
Maximum height of accessory structures greater than 120 square feet	32	32	32	32	32
Maximum number of stories	2	2	2	2	1
Minimum lot width (feet)	150	75	50	50	37.5
Minimum yard requirements (feet)					
Front yard setbacks (see Town of Superior Design Standards and Specifications for Street Classifications)					
Arterial – all structures	50	40	25	25	30
Major collector – all structures	35	25	25	25	30
Minor collector and local					
Principle structure	25	25	15	15	30
Front Porches	25	25	9	9	30
Face of Garage & Accessory Structures	25	25	20	20	30
Side yard setback all structures (interior lot line)	20	10	5	10 Two-Unit & Multi-Unit 5 Single-Unit	5
Side yard setback (principal structures - abutting street or alley, including a corner lot)	20	10	8	8	10
Side yard setback (accessory structures and garages abutting street or alley, including corner lot)	20	10	6	6	10
Rear yard setback (principal uses and structures)	35	20	20	20	20
Rear yard (accessory uses and structures - no alley)	35	20	10	10	10

Rear yard (accessory uses and structures - abutting street or alley)	35	20	8	8	8
Creek setback (feet) (principal and accessory uses and structures) (see Note 1)	30	30	30	30	30
Maximum lot coverage	20%	30%	40%	40%	
The following additional standards shall be applicable only to development projects on greater than six (6) lots or with a total site area of two (2) acres or greater:					
Density limits (dwelling units per acre)	1	3	6	8	6
Minimum total open space[2]	15%	20%	25/35%[3]	45%[5]	25%
Minimum usable open space[2]	10%	10%	20/25%[4]	See Note 6	25%

Notes:

1. Measured from high water mark or boundary line of floodway.

2. The usable open space may be included within the total open space calculation. The percentages shown in the chart for total open space and for usable open space are percentages of the gross lot area.

3. Developments with lot sizes 8,500 sq. ft. or greater shall have a minimum of 25% total open space; those below 8,500 sq. ft. shall have a minimum of 35% total open space.

4. Developments with lot sizes 8,500 sq. ft. or greater shall have a minimum of 20% usable open space; those below 8,500 sq. ft. shall have a minimum of 25% usable open space.

5. May be reduced to 40% for multi-unit and to 35% for single- unit through the PD process.

6. 75% of the "minimum total open space."

Section 7. The Schedule of Requirements for Commercial and Mixed Use Districts table in Section 16-6-120 of the Code is hereby repealed in its entirety and reenacted as follows:

Standard	***B-C***	***B-R***	***B-O***	***M-U***
Minimum lot area (square feet)				
Nonresidential	6,000	10,000	10,000	3,125
Residential	—	6,000	—	6,000

Combined residential/commercial	6,000	10,000	10,000	3,125
Maximum building or structure height	40	40	40	40
Minimum lot width (feet)	25	50	50	50
Maximum number of stories	4	4	3	3
Maximum floor area ratio				
Nonresidential	0.5	0.75	1.0	1.5
Residential	—	0.5	—	0.5
Combined residential/commercial	—	1.25	—	2.0
Yard requirement (feet)				
Front yard setback (see Town of Superior Design Standards and Specifications for Street Classifications)				
Arterial	25	50	50	25
Major collector	25	40	40	25
Minor collector	25	25	25	25
Local	25	25	25	15
Side yard setback	See Note 1	See Note 1	See Note 1	5[3]
Rear yard setback	15	25	15	25
Creek setback from high water mark (minimum) (see also Section 16-29-90)	30	30	30	30
Minimum landscaped open space	25% [2]	25% [2]	40%[2]	30%[2]
Maximum building height for single-~~family~~ unit detached (feet)	N/A	N/A	N/A	32

1. In the B-R, B-C and B-O Districts, the minimum side yard shall be ten (10) feet for the first twenty-five (25) feet of building height. Buildings more than twenty-five (25) feet tall shall increase the side yard setback one (1) foot for each two (2) feet of building height over twenty-five (25) feet to a maximum setback of twenty-five (25) feet.

2. Of the required minimum landscaped open space, up to twenty (20%) percent may be provided in the public right-of-way with credits given for pedestrian improvements, street furniture, subject to the approval of the Planning Commission and Board of Trustees.

3. Zero lot line or patio/single-unit detached units are allowed in this district. The minimum side setback to the next unit from a zero-lot line unit is five (5) feet.

Section 8. Section 16-6-130 of the Code is hereby repealed in its entirety and reenacted as follows:

Sec. 16-6-130. – Accessory uses.

(a) An accessory use shall:

(1) Be customary to and commonly associated with the operation of the principal use and actively maintained at the same time as the principal use;

(2) Clearly subordinate and incidental to the principal use;

(3) Operated and maintained under the same ownership as the principal use on the same lot;

(4) Include only those structures or structural features consistent with the principal use;

(5) Not be detrimental to the character of the area in which the lot is located;

(6) Be related to the principal use and actively maintained at the same time as the principal use; and

(7) Meet setback and other design standard requirements in each zone district.

(b) Without limiting the generality of Subsection (a) hereof, the following activities, if they satisfy the general criteria set forth above, are specially regarded as accessory to principal residential uses:

(1) Offices or studios in an enclosed building and used by an occupant of a residence located on the same lot as such building to carry on administrative or artistic activities of a commercial nature, if such activities do not fall within the definition of a home occupation, which is regulated separately in this Chapter.

(2) Hobbies or recreational activities of a noncommercial nature, limited to the premises.

(3) Yard sales or garage sales, if such sales are not conducted on the same lot for more than three (3) days (whether consecutive or not) during any ninety (90) day period.

(c) Without limiting the generality of Subsection (a) hereof, the following activities shall not be considered accessory uses and are prohibited in residential districts:

(1) Storage, outside of a substantially enclosed structure, of any motor vehicle that is not licensed or not operational.

(2) Parking or storage of a motor home or travel trailer exceeding thirty (30) feet in length for more than thirty (30) days.

(3) Parking of more than four (4) motor vehicles between the front building line of the principal building and the street on any lot outside of a substantially enclosed structure.

Section 9. Section 16-6-160 of the Code is hereby repealed in its entirety and reenacted as follows:

Sec. 16-6-160. – Accessory dwelling units.

Accessory dwelling units are a permitted use on all lots that allow a single-unit or two-unit dwelling unit, including without limitation properties that are zoned Planned Development. Accessory dwelling units shall comply with the following:

(1) Number. Only one (1) ADU shall be permitted for each single-unit dwelling unit or two-unit dwelling unit on a lot.

(2) Size. The ADU shall be no larger than fifty percent (50%) of the square feet of the principal dwelling unit or 750 square feet, whichever is larger. In no event shall the ADU exceed the square footage of the principal dwelling unit.

(3) Design and development standards. An ADU is subject to the development standards that are established for each zone district or Planned Development, as applicable. If the applicable Planned Development, including without limitation a Final Development Plan or Final Plat Site Plan, includes standards for architecture, including without limitation for roof pitch, architectural compatibility, material or color, these standards shall not apply to the ADU.

Standard	
Maximum height (attached or internal)	Equivalent to the maximum height allowed for the principal dwelling unit
Maximum height (detached)	Equivalent to the maximum height allowed for the principal dwelling unit or 32,' whichever is less
Front setback	Equivalent to the front setback allowed for the principal dwelling unit
Rear setback	Equivalent to the rear setback allowed for accessory structures. If none is stated, then 5'. If the ADU is attached or internal to the principal dwelling, the portion of the structure that contains the principal dwelling unit must maintain the rear setback for principal structures.

Side setback (internal lot line)	Side setback (internal) of principal dwelling unit
Side setback (street side)	Side setback (street side) of principal dwelling unit
Maximum Lot Coverage	If the zone district includes a maximum lot coverage allowance, the ADU is subject to such standard

(4) Parking. Off-street parking is not required.

(5) Timing. A certificate of occupancy for an ADU may be issued prior to a certificate of occupancy being issued for the principal dwelling unit.

(6) Occupancy. The property owner shall reside on the property on the date an application is filed to construct an ADU; provided, however, this requirement does not apply to the construction of an ADU on a vacant lot.

(7) Utility service. ADUs shall be connected to the water and wastewater utilities of the principal dwelling unit and may not have separate connections, unless the Town or applicable district approves of separate connections in writing.

(8) Mobile and manufactured homes. A mobile home shall not be used as an ADU, but a manufactured home may be used as an ADU.

(9) Subdivision. No portion of a lot on which an ADU is located may be subdivided from or legally described differently than, the lot containing the principal dwelling unit, and no portion of a structure containing an ADU may have ownership different from the ownership of the principal dwelling unit.

(10) Permitting. An ADU constructed prior to construction of a principal dwelling unit shall remain an ADU, regardless of whether a principal dwelling unit is constructed.

Section 10. The Parking Space Requirements Table in Section 16-24-10 of the Code is hereby amended by the addition of the following under the Residential Uses subheading:

Multiple-unit housing and adaptive reuse developments, if at least fifty percent (50%) of the gross floor area of the development is in residential dwelling use, within those areas designated by C.R.S. § 29-36-101, *et seq*., as applicable transit service areas	Not Applicable.

Section 11. 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 Town Council 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 12. Safety. This Ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

Section 13. Effective Date. This Ordinance shall take effect 10 days after publication following adoption.

INTRODUCED, READ, PASSED AND ORDERED PUBLISHED this ___ day of _____, 2025.

_____
Mark Lacis, Mayor

ATTEST:

_____
Shannon Dujardin, Town Clerk

TOWN OF SUPERIOR
PLANNING COMMISSION
RESOLUTION NO. PC-1
SERIES 2025

A RESOLUTION OF THE PLANNING COMMISSION OF THE TOWN OF SUPERIOR RECOMMENDING APPROVAL OF AMENDMENTS TO CERTAIN SECTIONS OF CHAPTER 10 AND CHAPTER 16 OF THE SUPERIOR MUNICIPAL CODE CONCERNING LAND USE

WHEREAS, the Town desires to amend Section 10-5-100 of the Superior Municipal Code (the "Code") by repealing this section in its entirety;

WHEREAS, the Town desires to amend various sections in Chapter 16 of the Code regarding maximum occupancy limits, accessory dwelling units, and minimum parking requirements for certain multi-family developments; and

WHEREAS, on February 18, 2025, the Planning Commission considered the changes to the Superior Land Use Code contained herein and recommended adoption.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE TOWN OF SUPERIOR, COLORADO, as follows:

Section 1. The Planning Commission hereby recommends that the Town Council approve the amendments to Chapter 16 of the Superior Municipal Code as shown in Exhibit A subject to the following condition: Amend to not interfere with the ability for homeowners' associations and neighborhood covenants to require accessory dwelling units in those communities conform to certain architectural standards, as necessary.

Section 2. This Resolution is hereby adopted by a majority of those Planning Commissioners present to hear the matter according to the following numbers of votes:

8 "yes" votes

0 "no" votes

ADOPTED this 18th day of February, 2025.

David T. Harper

David Harper, Chair

ATTEST:

Shannon Dujardin, Town Clerk

THE TOWN OF SUPERIOR SEAL COLORADO



EXHIBIT A

TOWN OF SUPERIOR
ORDINANCE NO. O-
SERIES 2025

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR AMENDING PORTIONS OF CHAPTER 10 AND CHAPTER 16 OF THE SUPERIOR MUNICIPAL CODE CONCERNING LAND USE

WHEREAS, the Town desires to amend various parts of Chapter 16 of the Superior Municipal. Code (the "Code") regarding maximum occupancy limits, accessory dwelling units, and minimum parking requirements for certain multi-family developments;

WHEREAS, on February 18, 2025, the Planning Commission considered the changes to the Superior Land Use Code contained herein and recommended adoption; and

WHEREAS, after giving due consideration to the issue, the Town Council finds it is in the best interest of the public health, safety and welfare to adopt the following changes to the Code.

NOW BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SUPERIOR, COLORADO:

Section 1. Section 10-5-100 of the Superior Municipal Code is hereby repealed in its entirety.

Section 2. Section 16-1-70 of the Superior Municipal Code is hereby amended as follows:

* * *

Accessory dwelling unit or *ADU* means an internal, attached or detached dwelling unit that:

a. Provides complete independent living facilities for one (1) household;

b. Is located on the same lot as a proposed or existing single-unit dwelling unit or duplex; and

c. Includes facilities for living, sleeping, eating, cooking and sanitation.

* * *

~~*Family* means one (1) or more persons living together in a dwelling unit as a single housekeeping unit not including:~~

~~a. More than three (3) persons not related by blood, marriage, domestic partnership or adoption; or~~

~~b. More than one (1) individual not related by blood, marriage, domestic partnership or adoption who is required to register as a sex offender under Section 18-3-412.5, C.R.S.~~

* * *

Household means a group of individuals who occupy a single dwelling unit and have established a cooperative living arrangement, where all members of the household have free and unfettered physical access to the dwelling unit's kitchen, living areas, all utilities and mechanical equipment, and a bathroom which includes bathing facilities.

* * *

~~*Single-family*~~ *Single-unit detached residence* means a residential building containing one (1) dwelling unit located on a lot containing no other dwelling units; provided, however, that one ADU may be permitted on the lot.

* * *

Section 3. All references in the Code to "single-family", "two-family", "multi-family", and "multiple-family" shall be replaced with "single-unit", "two-unit", "multi-unit", and "multiple-unit", respectively. All references in Chapter 16 of the Code to "family" or "immediate family" shall be replaced with "household."

Section 4. The various Schedules of Uses Tables in Section 16-6-120 of the Code are hereby amended to add "Accessory Dwelling Units" as a permitted use in the R-E, R-VL, R-L, and R-M, M-U and A-UR zone districts.

Section 5. Section 16-6-120 (c) is hereby amended as follows:

(c) The Schedule of Requirements includes basic bulk, setback, density, intensity and open space requirements for each zone district; provided, however, that requirements for Accessory Dwelling Units may differ and may be found in Section 16-6-160. Additional requirements are listed for uses permitted by special review. All developments in the Superior Urban Renewal Area shall comply with the applicable Superior Urban Renewal Authority Guidelines in addition to the Schedule of Requirements.

Section 6. The Schedule of Requirements for Residential Districts table in Section 16-6-120 of the Code is hereby repealed in its entirety and reenacted as follows:

Standard	*R-E*	*R-VL*	*R-L*	*R-M*	*R-MH*
Minimum lot area (square feet)	43,560	14,520	7,000	6,000	3,750
Maximum principal building or structure height (feet)	32	32	32	32	32
Maximum height of accessory-structures less than 120 square feet)	10	10	10	10	10
Maximum height of accessory structures greater than 120 square feet	32	32	32	32	32
Maximum number of stories	2	2	2	2	1
Minimum lot width (feet)	150	75	50	50	37.5
Minimum yard requirements (feet)					
Front yard setbacks (see Town of Superior Design Standards and Specifications for Street Classifications)					
Arterial – all structures	50	40	25	25	30
Major collector – all structures	35	25	25	25	30
Minor collector and local					
Principle structure	25	25	15	15	30
Front Porches	25	25	9	9	30
Face of Garage & Accessory Structures	25	25	20	20	30
Side yard setback all structures (interior lot line)	20	10	5	10 Two-Unit & Multi-Unit 5 Single-Unit	5
Side yard setback (principal structures - abutting street or alley, including a corner lot)	20	10	8	8	10
Side yard setback (accessory structures and garages abutting street or alley, including corner lot)	20	10	6	6	10
Rear yard setback (principal uses and structures)	35	20	20	20	20
Rear yard (accessory uses and structures - no alley)	35	20	10	10	10

Rear yard (accessory uses and structures - abutting street or alley)	35	20	8	8	8
Creek setback (feet) (principal and accessory uses and structures) (see Note 1)	30	30	30	30	30
Maximum lot coverage	20%	30%	40%	40%	
The following additional standards shall be applicable only to development projects on greater than six (6) lots or with a total site area of two (2) acres or greater:					
Density limits (dwelling units per acre)	1	3	6	8	6
Minimum total open space[2]	15%	20%	25/35%[3]	45%[5]	25%
Minimum usable open space[2]	10%	10%	20/25%[4]	See Note 6	25%

Notes:

1. Measured from high water mark or boundary line of floodway.

2. The usable open space may be included within the total open space calculation. The percentages shown in the chart for total open space and for usable open space are percentages of the gross lot area.

3. Developments with lot sizes 8,500 sq. ft. or greater shall have a minimum of 25% total open space; those below 8,500 sq. ft. shall have a minimum of 35% total open space.

4. Developments with lot sizes 8,500 sq. ft. or greater shall have a minimum of 20% usable open space; those below 8,500 sq. ft. shall have a minimum of 25% usable open space.

5. May be reduced to 40% for multi-unit and to 35% for single- unit through the PD process.

6. 75% of the "minimum total open space."

Section 7. The Schedule of Requirements for Commercial and Mixed Use Districts table in Section 16-6-120 of the Code is hereby repealed in its entirety and reenacted as follows:

Standard	*B-C*	*B-R*	*B-O*	*M-U*
Minimum lot area (square feet)				
Nonresidential	6,000	10,000	10,000	3,125
Residential	—	6,000	—	6,000

Combined residential/commercial	6,000	10,000	10,000	3,125
Maximum building or structure height	40	40	40	40
Minimum lot width (feet)	25	50	50	50
Maximum number of stories	4	4	3	3
Maximum floor area ratio				
Nonresidential	0.5	0.75	1.0	1.5
Residential	—	0.5	—	0.5
Combined residential/commercial	—	1.25	—	2.0
Yard requirement (feet)				
Front yard setback (see Town of Superior Design Standards and Specifications for Street Classifications)				
Arterial	25	50	50	25
Major collector	25	40	40	25
Minor collector	25	25	25	25
Local	25	25	25	15
Side yard setback	See Note 1	See Note 1	See Note 1	5[3]
Rear yard setback	15	25	15	25
Creek setback from high water mark (minimum) (see also Section 16-29-90)	30	30	30	30
Minimum landscaped open space	25% [2]	25% [2]	40%[2]	30%[2]
Maximum building height for single-~~family~~ unit detached (feet)	N/A	N/A	N/A	32

1. In the B-R, B-C and B-O Districts, the minimum side yard shall be ten (10) feet for the first twenty-five (25) feet of building height. Buildings more than twenty-five (25) feet tall shall increase the side yard setback one (1) foot for each two (2) feet of building height over twenty-five (25) feet to a maximum setback of twenty-five (25) feet.

2. Of the required minimum landscaped open space, up to twenty (20%) percent may be provided in the public right-of-way with credits given for pedestrian improvements, street furniture, subject to the approval of the Planning Commission and Board of Trustees.

3. Zero lot line or patio/single-unit detached units are allowed in this district. The minimum side setback to the next unit from a zero-lot line unit is five (5) feet.

Section 8. Section 16-6-130 of the Code is hereby repealed in its entirety and reenacted as follows:

Sec. 16-6-130. – Accessory uses.

(a) An accessory use shall:

(1) Be customary to and commonly associated with the operation of the principal use and actively maintained at the same time as the principal use;

(2) Clearly subordinate and incidental to the principal use;

(3) Operated and maintained under the same ownership as the principal use on the same lot;

(4) Include only those structures or structural features consistent with the principal use;

(5) Not be detrimental to the character of the area in which the lot is located;

(6) Be related to the principal use and actively maintained at the same time as the principal use; and

(7) Meet setback and other design standard requirements in each zone district.

(b) Without limiting the generality of Subsection (a) hereof, the following activities, if they satisfy the general criteria set forth above, are specially regarded as accessory to principal residential uses:

(1) Offices or studios in an enclosed building and used by an occupant of a residence located on the same lot as such building to carry on administrative or artistic activities of a commercial nature, if such activities do not fall within the definition of a home occupation, which is regulated separately in this Chapter.

(2) Hobbies or recreational activities of a noncommercial nature, limited to the premises.

(3) Yard sales or garage sales, if such sales are not conducted on the same lot for more than three (3) days (whether consecutive or not) during any ninety (90) day period.

(c) Without limiting the generality of Subsection (a) hereof, the following activities shall not be considered accessory uses and are prohibited in residential districts:

(1) Storage, outside of a substantially enclosed structure, of any motor vehicle that is not licensed or not operational.

(2) Parking or storage of a motor home or travel trailer exceeding thirty (30) feet in length for more than thirty (30) days.

(3) Parking of more than four (4) motor vehicles between the front building line of the principal building and the street on any lot outside of a substantially enclosed structure.

Section 9. Section 16-6-160 of the Code is hereby repealed in its entirety and reenacted as follows:

Sec. 16-6-160. – Accessory dwelling units.

Accessory dwelling units are a permitted use on all lots that allow a single-unit or two-unit dwelling unit, including without limitation properties that are zoned Planned Development. Accessory dwelling units shall comply with the following:

(1) Number. Only one (1) ADU shall be permitted for each single-unit dwelling unit or two-unit dwelling unit on a lot.

(2) Size. The ADU shall be no larger than fifty percent (50%) of the square feet of the principal dwelling unit.

(3) Design and development standards. An ADU is subject to the development standards that are established for each zone district or Planned Development, as applicable. If the applicable Planned Development, including without limitation a Final Development Plan or Final Plat Site Plan, includes standards for architecture, including without limitation for roof pitch, architectural compatibility, material or color, these standards shall not apply to the ADU.

Standard	
Maximum height (attached or internal)	Equivalent to the maximum height allowed for the principal dwelling unit
Maximum height (detached)	Equivalent to the maximum height allowed for the principal dwelling unit or 32,' whichever is less
Front setback	Equivalent to the front setback allowed for the principal dwelling unit
Rear setback	Equivalent to the rear setback allowed for accessory structures. If none is stated, then 5'. If the ADU is attached or internal to the principal dwelling, the portion of the structure that contains the principal dwelling unit must maintain the rear setback for principal structures.

Side setback (internal lot line)	Side setback (internal) of principal dwelling unit
Side setback (street side)	Side setback (street side) of principal dwelling unit
Maximum Lot Coverage	If the zone district includes a maximum lot coverage allowance, the ADU is subject to such standard

(4) Parking. Off-street parking is not required.

(5) Timing. A certificate of occupancy for an ADU may be issued prior to a certificate of occupancy being issued for the principal dwelling unit.

(6) Occupancy. The property owner shall reside on the property on the date an application is filed to construct an ADU; provided, however, this requirement does not apply to the construction of an ADU on a vacant lot.

(7) Utility service. ADUs shall be connected to the water and wastewater utilities of the principal dwelling unit and may not have separate connections, unless the Town or applicable district approves of separate connections in writing.

(8) Mobile and manufactured homes. A mobile home shall not be used as an ADU, but a manufactured home may be used as an ADU.

(9) Subdivision. No portion of a lot on which an ADU is located may be subdivided from or legally described differently than, the lot containing the principal dwelling unit, and no portion of a structure containing an ADU may have ownership different from the ownership of the principal dwelling unit.

(10) Permitting. An ADU constructed prior to construction of a principal dwelling unit shall remain an ADU, regardless of whether a principal dwelling unit is constructed.

Section 10. The Parking Space Requirements Table in Section 16-24-10 of the Code is hereby amended by the addition of the following under the Residential Uses subheading:

Multiple-unit housing and adaptive reuse developments, if more than fifty percent (50%) of the gross floor area of the development is in residential dwelling use, within those areas designated by C.R.S. § 29-36-101, *et seq.*, as applicable transit service areas	Not Applicable.

Section 11. 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 Town Council 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 12. Safety. This Ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

Section 13. Effective Date. This Ordinance shall take effect 10 days after publication following adoption.

INTRODUCED, READ, PASSED AND ORDERED PUBLISHED this ___ day of _____, 2025.

_____
Mark Lacis, Mayor

ATTEST:

_____
Shannon Dujardin, Town Clerk

Sec. 16-1-70. Definitions.

For purposes of this Chapter, the following terms shall have the following meanings:

Accessory dwelling unit ("ADU") means an internal, attached, or detached dwelling unit that: (a) provides complete independent living facilities for one household; (b) is located on the same lot as a proposed or existing single-unit dwelling unit or duplex; and (c) includes facilities for living, sleeping, eating, cooking, and sanitation.

.

~~*Family* means one (1) or more persons living together in a dwelling unit as a single housekeeping unit not including:~~

~~a. More than three (3) persons not related by blood, marriage, domestic partnership or adoption; or~~

~~b. More than one (1) individual not related by blood, marriage, domestic partnership or adoption who is required to register as a sex offender under Section 18-3-412.5, C.R.S.~~

Household means a group of individuals who occupy a single dwelling unit and have established a cooperative living arrangement, where all members of the household have free and unfettered physical access to the dwelling unit's kitchen, living areas, all utilities and mechanical equipment, and a bathroom which includes bathing facilities.

Single-~~family~~ unit detached residence means a residential building containing one (1) dwelling unit located on a lot containing no other dwelling units, provided however one ADU may be permitted.

Sec. 16-6-120. Schedules of uses and requirements.

(a) To facilitate public understanding of this Chapter and for convenient reference and use, the following Schedule of Uses is provided for the residential, commercial and industrial districts.

(b) The Schedule of Uses indicates by zone district those uses that are permitted by right, permitted by conditional or special review or prohibited. Any use that is not specifically permitted shall be deemed to be prohibited. If a question arises as to whether a specific use does or does not fall within the expressed use categories, application may be made to the Planning Commission for a determination as to whether a specific use is permitted.

Schedule of Uses
Residential Districts

Use	***R-E***	***R-VL***	***R-L***	***R-M***	***R-MH***
Single-~~family~~ unit dwellings (including modular or manufactured homes on permanent foundations)	P	P	P'	P	C
Mobile homes (no permanent foundation)	X	X	X	X	P
Two-~~family~~ unit dwellings	X	X	X	P	C

Multiple- ~~family~~ unit dwellings, apartments, townhouses, not exceeding 6 units/lot	X	X	X	P	S
Multiple- ~~family~~ unit dwellings, in excess of 6 units/lot	X	X	X	S	X
Accessory dwelling units	P	P	P	P	X
Recreation vehicles (used as living quarters)	X	X	X	X	X
Park and recreation areas and facilities	P	P	P	P	P
Public schools	X	X	P	P	P
Fire stations	S	S	S	C	C
Places of worship	S	S	S	C	C
Community centers	S	S	S	C	C
Golf courses (pro-shop and restaurant/dining room)	P	P	P	P	P
Governmental uses	S	S	S	S	S
Neighborhood convenience stores	X	X	X	X	X
Private education or instructional facilities	S	S	C	C	S
Family care homes	P	P	P	P	P
Child care centers	X	X	X	S	S
Small total care	S	S	S	S	S
Large total care	X	X	X	S	X
Day care homes	P	P	P	P	P
Safe houses	P	P	P	P	P
Home occupations	P	P	P	P	P
Bed & breakfast establishments	X	X	X	S	X
Telecommunications facilities	X	X	X	X	X
Utilities	P	P	P	P	P
Livestock[1]	X	X	X	X	X
Household pets	P	P	P	P	P
Halfway houses	X	X	X	X	X
Pet temporary care facilities	X	X	X	X	X
Sexually oriented businesses	X	X	X	X	X

P = Permitted use
C = Permitted by conditional use review
S = Permitted by special use review
X = Prohibited

Notes:

1. The livestock prohibition in residential districts is subject to the exception in Section 7-2-90, which allows 6) chicken hens and 1 goat under specific conditions.

Schedule of Uses
RCS District

Permitted uses:

1. Single-~~-family~~ unit detached~~,~~ ~~or~~ single-~~-family~~ unit attached residential, and accessory dwelling units conforming with the residential uses allowed in the R-L and R-M Zone Districts.
2. Personal service/professional office uses, such as law offices, doctors' offices, insurance offices, real estate offices, banks, government offices subject to the Schedule of Requirements for R-M Zone Districts.
3. Above uses are subject to Section 16-20-80.

Uses allowed by special use permit:

1. Multi-~~-family~~ unit uses as allowed in the R-M Zone District with a maximum of 3 units per lot.
2. Any allowed use operating beyond the hours of 8:00 a.m. - 9:00 p.m., Monday through Saturday.
3. Any drive-up or drive-through services.
4. Any site used for off-site parking.
5. Any public or private outdoor recreation facility.
6. Any use allowed above that generates over 100 vehicular trips per day to and from the site.
7. Any site lighting in addition to that allowed in the Design Parameters.
8. Monument signs.
9. Alley access to and from nonresidential uses.
10. Fences other than along the rear property line.

Schedule of Uses
Commercial and Mixed Use Districts (See Note 1)

Use	***B-C Community***	***B-R Regional***	***B-O Office Park***	***M-U Mixed Use***
Retail businesses	P	P	C	P
Wholesale businesses	X	C	X	S
Automobile sales and services	X	P	X	X
Gas stations	S	C	X	X
Parking lots/structures	S	P	S	P
Fast-food and drive-in restaurants	X	C	X	S
Restaurants	C	P	X	P
Public and commercial recreation facilities, including pool halls, bowling alleys, clubs, theaters, skating rinks, recreation centers	C	S	X	S

Professional and business offices	P	P	P	P
Hotels	X	P	X	P
Dental or medical clinics	P	P	P	P
Places of worship	C	S	C	S
Public schools	X	S	C	C
Private education or instructional facilities	X	C	C	C
Transportation facilities, terminals	X	S	X	S
Public and government facilities	C	C	P	P
Apartments in conjunction with a business	X	S	S	P
Community centers	C	S	X	C
Banking, savings and loans with drive-up window	C	C	S	C
Utilities	P	P	P	P
Telecommunications facilities	S	S	S	S
Multiple-~~family~~ unit dwellings	X	S	S	C
Mobile home sales	X	S	X	X
Extractions, processing and transportation of natural resource materials	X	S	X	X
Park and recreation areas	P	P	P	P
Pet temporary care businesses	X	X	X	X
Veterinary clinics	X	P	C	S
Child care centers	C	P	C	P
Lumberyards	X	P	X	X
Family care homes	P	X	X	S
Radio/TV stations	X	C	C	X
Bed and breakfast establishments	C	X	X	S
Mini-storage	X	C	X	X
Temporary uses (see Note 2)*				
Light manufacturing	X	P	P	S
Single-~~family~~ unit detached dwelling units	X	X	X	P
Accessory dwelling units	X	X	X	P

Secondary residences (including but not limited to basement apartments, carriage houses, residence rented rooms as part of a single-~~family~~ unit residence)	X	X	X	S
Sexually-oriented business	X	X	X	X
Retail Marijuana Store	P	P	P	X

P = Permitted use
C = Permitted by conditional use review
S = Permitted by special use review
X = Prohibited

Notes:

1. All types of uses, P, C and S require an SDP per the design standards of the Town.
2. Temporary uses require a temporary use permit.

Schedule of Uses
Agricultural and Open Space Districts

Use	***A-UR***	***OS-R***	***OS-N***
Single-~~family~~ unit dwellings	P	X	X
Accessory dwelling units	P	X	X
Mobile homes	X	X	X
Farm, ranching and garden accessory buildings for storage and animal husbandry uses	P	X	X
Living quarters for farm operation personnel	P	X	X
Livestock and livestock boarding	P	X	X
Cultivation, storage, sale of crops, vegetables, plants, flowers and nursery stock	P	X	X
Golf courses with clubhouse	X	C	X
Oil and gas facilities	O	X	X
Veterinary clinics/hospitals	X	C	X
Public recreation facilities	X	C	X
Places of worship	X	C	X
Campgrounds	X	C	X
Communications facilities	C	S	X
Telecommunications facilities	S	S	X
Major facilities of a public utility	S	X	X
Temporary uses	P	X	X

Utilities and cable facilities, overhead (existing overhead facilities exempted)	P	S	X
Utilities and cable facilities, underground	P	P	S
Dog parks	X	C	X
Parks	X	P	X
Picnic shelters at trailheads	P	C	X
Picnic shelters not at trailheads	P	C	X
Restroom facilities not at trailheads	P	C	X
Kiosks - information	P	C	S
Playgrounds	X	C	X
Restoration or reclamation of natural habitat greater than ½ acre	P	P	C
Trails, unpaved	P	C	C
Trails, paved	P	C	S
Trailheads without restroom facilities	P	C	S
Trailheads with restroom facilities	P	C	X
Parking, paved or unpaved*	P	C	S*
Fencing	P	C	P
Barbed wire fences	P	X	P
Signage	P	P	P*
Swimming pools	X	C	X
Reservoirs	P	C	X
Athletic fields	P	C	X
Basketball courts	X	C	X
Tennis courts	X	C	X
Flood control improvements	P	P	C
Markers and lights necessary for public or private airports	X	C	X
Pedestrian bridges	P	C	C
Maintenance equipment sheds	P	C	X
Installation of landscaping, not a part of restoration or reclamation	P	C	X
Public roadways, paved or unpaved	P	C	X

Unpaved maintenance roads	P	P	S
Grading and berms, not a part of restoration or reclamation	P	C	X

P = Permitted use
C = Permitted by conditional review
S = Permitted by special review
O = Permitted by oil and gas permit
X = Prohibited

*The number of parking spaces shall be determined by a demand analysis and only those parking standards for parking space size, aisle width and ADA requirements shall apply. Signage shall be approved only as part of a signage program that establishes design consistency within the site/property and consistency with signs at other OS-N and OS-R sites or open space properties in the Town.

(c) The Schedule of Requirements includes basic bulk, setback, density, intensity and open space requirements for each zone district. See Sec. 16-6-160 for requirements for Accessory Dwelling Units. Additional requirements are listed for uses permitted by special review. All developments in the Superior Urban Renewal Area shall comply with the applicable Superior Urban Renewal Authority Guidelines in addition to the Schedule of Requirements.

Schedule of Requirements
Residential Districts

Standard	***R-E***	***R-VL***	***R-L***	***R-M***	***R-MH***
Minimum lot area (square feet)	43,560	14,520	7,000	6,000	3,750
Maximum principal building or structure height (feet)	32	32	32	32	32
Maximum height of accessory ~~uses~~ structures less than 120 square feet ~~(see Note 9)~~	10	10	10	10	10
Maximum height of accessory structures greater than 120 square feet	32	32	32	32	32
Maximum number of stories	2	2	2	2	1
Minimum lot width (feet)	150	75	50	50	37.5
Minimum yard requirements (feet)					
Front yard setbacks ~~(principal and accessory uses and structures)~~ (see Town of Superior Design Standards and Specifications for Street Classifications ~~see Note 1 for street classifications~~ types)					
Arterial – all structures	50	40	25	25	30
Major collector – all structures	35	25	25	25	30
Minor collector and local	~~25~~	~~25~~	~~25~~[11] 20 ~~15~~[2]	~~25~~[11] ~~20~~ ~~15~~[2]	~~30~~

Principle structure	25	25	15	15	30
Front Porches	25	25	9	9	30
Face of Garage & Accessory Structures	25	25	20	20	30
~~Local~~	~~25~~	~~25~~	~~25[11] 20 15[2]~~	~~25[11] 20 15[2]~~	~~30~~
Side yard setback all structures ~~(principal and accessory uses and structures~~ - interior lot line~~)~~	20	10	5	10~~[10]~~ Two-Unit & Multi-Unit 5 Single-Unit	5
Side yard setback (principal ~~and accessory uses and~~ structures - abutting street or alley, including a corner lot)	20	10	8[14]	8~~[3, 14]~~	10
Side yard setback (accessory structures and garages abutting street or alley, including corner lot)	20	10	6	6	10
Rear yard setback (principal uses and structures)	35	20	20	20	20
Rear yard (accessory uses and structures - no alley)	35	20	10	10	10
Rear yard (accessory uses and structures - abutting street or alley)	35	20	8	8	8
Creek setback (feet) (principal and accessory uses and structures) (see Note 1~~2~~)	30	30	30	30	30
Maximum lot coverage	20%	30%	40%	40%	
~~Maximum landscaped open space (see Note 3)~~	~~15%~~	~~20%~~	~~25%~~	~~45%~~	~~25%~~
The following additional standards shall be applicable only to development projects on greater than six (6) lots or with a total site area of two (2) acres or greater:					
Density limits (dwelling units per acre)	1	3	6	8	6
Minimum total open space~~[25]~~	15%	20%	25/35%~~[5-3]~~	45%~~[7 5]~~	25%

Minimum usable open space~~25~~	10%	10%	20/25%~~64~~	See Note ~~8~~6	25%

Notes:

1. ~~As defined in Section 16-17-20.~~
1. Measured from high water mark or boundary line of floodway.
3. ~~Or as specified otherwise in Section 16-20-40.~~
2. The usable open space may be included within the total open space calculation. The percentages shown in the chart for total open space and for usable open space are percentages of the gross lot area.
3. Developments with lot sizes 8,500 sq. ft. or greater shall have a minimum of 25% total open space; those below 8,500 sq. ft. shall have a minimum of 35% total open space.
4. Developments with lot sizes 8,500 sq. ft. or greater shall have a minimum of 20% usable open space; those below 8,500 sq. ft. shall have a minimum of 25% usable open space.
5. May be reduced to 40% for multi-~~family~~ unit and to 35% for single-~~family~~ unit through the PD process.
6. 75% of the "minimum total open space."
9. ~~Detached garages may be a maximum of 2) stories and 32 feet in height.~~
10. ~~Single-family unit dwellings have a minimum of a 5-foot side setback.~~
11. ~~Applies to all structures unless specifically noted otherwise.~~
12. ~~The minimum front yard setback from garages that are accessed from the front of the lot shall be 20 feet.~~
13. ~~The minimum setback for single-family unit dwellings is 15 feet; provided that front porches may encroach up to 6 feet into the front yard setback; and minimum setback for accessory structures is 20'.~~
14. ~~If no off-street parking is required, garages may encroach up to 2 feet into the side yard setback. If off-street parking is required, then the minimum side yard setback shall be 20 feet for garages.~~

Schedule of Requirements
Commercial and Mixed Use Districts

Standard	B-C	B-R	B-O	M-U
Minimum lot area (square feet)				
Nonresidential	6,000	10,000	10,000	3,125
Residential	—	6,000~~1~~	—	6,000[1]
Combined residential/commercial	6,000	10,000	10,000	3,125
Maximum building or structure height	40	40	40	40
Minimum lot width (feet)	25	50	50	50
Maximum number of stories	4	4	3	3
Maximum floor area ratio				
Nonresidential	0.5	0.75	1.0	1.5
Residential	—	0.5	—	0.5

Combined residential/commercial	—	1.25	—	2.0
Yard requirement (feet)				
Front yard setback (see Town of Superior Design Standards and Specifications for Street Classifications ~~Note 2 for street types~~)				
Arterial	25	50	50	25
Major collector	25	40	40	25
Minor collector	25	25	25	25
Local	25	25	25	15
Side yard setback	See Note ~~3~~ 1	See Note ~~3~~ 1	See Note ~~3~~ 1	5~~5~~ 3
Rear yard setback	15	25	15	25
Creek setback from high water mark (minimum) (see also Section 16-29-90)	30	30	30	30
Minimum landscaped open space	25%~~4~~ 2	25%~~4~~ 2	40%~~4~~ 2	30%~~4~~ 2
Maximum building height for single-~~family~~ unit detached (feet)	N/A	N/A	N/A	32

Notes:

~~1. Residential minimum lot sizes in the B-R District shall conform to the requirements of the R-M District.~~

~~2. As defined in subsections 16-17-20(b) and (c).~~

1. ~~3.~~ In the B-R, B-C and B-O Districts, the minimum side yard shall be ten (10) feet for the first twenty-five (25) feet of building height. Buildings in excess of twenty-five (25) feet shall increase the side yard setback one (1) foot for each two (2) feet of building height over twenty-five (25) feet to a maximum setback of twenty-five (25) feet.

2. ~~4.~~ Of the required minimum landscaped open space, up to twenty (20%) percent may be provided in the public right-of-way with credits given for pedestrian improvements, street furniture, subject to the approval of the Planning Commission and Board of Trustees.

3. ~~5.~~ Zero lot line or patio/single-~~family~~ unit detached units are allowed in this district. The minimum side setback to the next unit from a zero-lot line unit is five (5) feet.

Sec. 16-6-130. Accessory uses.

(a) An accessory use:

(1) Is customary to and commonly associated with the operation of the principal use;

(2) Is clearly subordinate and incidental to the principal use;

(3) Is operated and maintained under the same ownership as the principal use on the same lot;

(4) Includes only those structures or structural features consistent with the principal use;

(5) Is not detrimental to the character of the area in which the lot is located;

(6) Is related to the principal use and actively maintained at the same time as the principal use; and

(7) May include home occupations, as permitted by this Code.

(b) ~~The gross floor area utilized by all accessory uses, except a private garage, shall not exceed ten percent (10%) of the total floor area of the principal use which is active and operational. The maximum square footage of the portion of a lot used for an accessory use shall be determined based on the above criteria; however, in no event shall the square footage of the portion of the lot used for the accessory use exceed twenty-five percent (25%) of the square footage of the principal use which is active and operated at the same time as the accessory use.~~

(c) ~~There shall be no more than one (1) accessory building, unless a detached garage is an accessory use on the property, then one (1) other accessory building on the lot shall be allowed.~~

~~(d) Accessory uses that have a total roof area not exceeding one hundred twenty (120) square feet do not require a building permit.~~

(e) Accessory uses shall meet setback and other design standard requirements in each zone district. ~~Construction of accessory buildings may or may not require a building permit. If such a permit is required, a plot plan showing the location of the accessory use on the zone lot shall be required. Accessory uses meeting the above conditions are permitted by a building permit issued for a principal use, as long as the accessory uses were shown on the same plot plan as the principal use.~~

(f) Without limiting the generality of Subsection (a) hereof, the following activities, if they satisfy the general criteria set forth above, are specially regarded as accessory to principal residential uses:

(1) Offices or studios in an enclosed building and used by an occupant of a residence located on the same lot as such building to carry on administrative or artistic activities of a commercial nature, if such activities do not fall within the definition of a home occupation, which is regulated separately in this Chapter.

(2) Hobbies or recreational activities of a noncommercial nature, limited to the premises.

(3) Yard sales or garage sales, if such sales are not conducted on the same lot for more than three (3) days (whether consecutive or not) during any ninety-day period.

(g) Without limiting the generality of Subsection (a) hereof, the following activities shall not be considered accessory uses and are prohibited in residential districts:

(1) Storage, outside of a substantially enclosed structure, of any motor vehicle that is not licensed or not operational.

(2) Parking or storage of a motor home or travel trailer exceeding thirty (30) feet in length for more than thirty (30) days.

(3) Parking, outside a substantially enclosed structure, of more than four (4) motor vehicles between the front building line of the principal building and the street on any lot.

Sec. 16-6-160. Accessory dwelling units. Accessory dwelling units are a permitted use on all lots that allow a single-unit or two-unit dwelling, including without limitation properties that are zoned Planned Development. Accessory dwelling units shall comply with the following

~~Accessory dwelling units ("ADUs"): permitted as accessory structures to single- family and two- family dwelling units in the R-L, Low Density Residential District and the R-M, Medium Density Residential District~~, subject to the following:

(1) Number. Only one (1) ADU shall be permitted for each single- ~~family~~ unit dwelling unit or two- ~~family~~ unit dwelling unit on a lot.

(2) Size. ~~For a principal dwelling unit of one thousand (1,000) square feet or more, the~~ The ADU shall be no larger than fifty (50) percent of the square feet of the principal dwelling unit, or seven hundred fifty (750) square feet, whichever is greater. In no case shall the ADU exceed the square footage of the principal dwelling unit. ~~or eight hundred (800) square feet, whichever is smaller. For a principal dwelling unit of less than one thousand (1,000) square feet, the ADU shall be no larger than five hundred (500) square feet. For purposes of this subsection, square footage calculations shall exclude any garage, porch or similar area.~~

(3) Design and development standards. An ADU is subject to the development standards that are established for each zone district or Planned Development, as applicable. ~~meet the same development standards required for the principal dwelling unit, as listed in the Schedule of Requirements for Residential Districts in Section 16-6-120 of this Code. If the entrance to the ADU is visible from an adjacent street, the entrance shall be designed in a manner as to be clearly subordinate to the entrance of the principal dwelling unit.~~ If the applicable Planned Development (including a Final Development Plan or Final Plat Site Plan) includes standards for architecture (such as roof pitch, architectural compatibility, material, color, etc), these standards shall not apply to the ADU.

Standard	
Maximum height (attached or internal)	Equivalent to the maximum height allowed for the principal dwelling unit
Maximum height (detached)	Equivalent to the maximum height allowed for the principal dwelling unit or 32,' whichever is less
Front setback	Equivalent to the front setback allowed for the principal dwelling unit
Rear setback	Equivalent to the rear setback allowed for accessory structures. If none is stated, then 5'. If the ADU is attached or internal to the principal dwelling, the portion of the structure that contains the principal dwelling unit must maintain the rear setback for principal structures.
Side setback (internal lot line)	Side setback (internal) of principal dwelling unit
Side setback (street side)	Side setback (street side) of principal dwelling unit
Maximum Lot Coverage	If the zone district includes a maximum lot coverage allowance, the ADU is subject to such standard

(4) Parking. Off-street parking is not required. ~~One (1) on-site parking space shall be required for the ADU. Parking for an ADU shall be in addition to the required parking for the principal dwelling unit.~~

(5) Timing. A certificate of occupancy for an ADU may be issued prior to a certificate of occupancy being issued for the principal dwelling unit.

(6) Occupancy. ~~No more than three (3) unrelated persons shall occupy an ADU at any time. One (1) or more of the property owners shall occupy either the principal dwelling unit or the ADU at all times; provided that, if the ADU is temporarily unoccupied, the principal dwelling unit may also be unoccupied.~~ The property owner shall reside of the property on the date an application is filed to construct an ADU. This is not required if the application is to allow construction of an ADU on a vacant lot.

(7) Utility service. ADUs shall be connected to the water and wastewater utilities of the principal dwelling unit and may not have separate connections, unless the Town or applicable district approves of separate connections in writing.

(8) Mobile and manufactured homes. Mobile homes are prohibited for use as an ADU, but manufactured homes may be used as ADUs.

(9) ~~Deed restriction. Every property on which an ADU is permitted pursuant to this Section shall be subject to a deed restriction agreement in a form provided by the Town, and such deed restriction agreement shall be recorded prior to the issuance of a certificate of occupancy for the ADU. The deed restriction shall include the following provisions, at a minimum:~~

~~a. The ADU shall not be sold separately from the principal dwelling unit;~~

~~b. The ADU shall be restricted to the approved size;~~

~~c. The deed restriction shall lapse upon removal of the ADU; and~~

~~d. The restrictions shall run with the land and are binding upon any successor in ownership of the property.~~

(10) Subdivision. No portion of a lot on which an ADU is located may be subdivided from or legally described differently than, the lot containing the principal dwelling unit, and no portion of a structure containing an ADU may have ownership different from the ownership of the principal dwelling unit.

(11) ~~Permitting. An ADU constructed prior to construction of a principal dwelling unit shall remain an ADU, regardless of whether a principal dwelling unit is constructed.~~

ARTICLE XXIV Parking and Loading

Sec. 16-24-10. Off-street parking spaces required.

(a) The following off-street parking spaces shall be provided with the construction of or addition to any of the buildings and uses listed below. This schedule shall be supplemented by Institute of Transportation Engineers (ITE) schedule of parking in the most current adopted edition, Parking Generation, as it may be amended where the ITE standards are more restrictive. This reference document is on file and available for inspection at the Town Hall.

Parking Space Requirements

Use	***Parking Requirements***
Residential Uses	
Efficiency or 1 bedroom	1.5 spaces per unit

2 bedrooms	2.0 spaces per unit
3 bedrooms	3.0 spaces per unit
4 or more bedrooms	3.5 spaces per unit
Additional requirements for multiple- ~~family~~ unit residential and mobile home parks with 6 or more units (guest parking)*	0.25 space for each unit
Multiple- ~~family~~ unit housing for the elderly or handicapped	0.5 space per unit
Multiple-unit housing and adaptive reuse developments, if at least fifty percent (50%) of the gross floor area of the development is in residential dwelling use, within those areas designated by C.R.S. § 29-36-101, *et seq*., as applicable transit service areas	Not applicable
Hotels	1 space per bedroom, plus 1 space per employee (busiest shift)
Temporary multi- ~~family~~ unit or lodges	1.5 spaces per unit, plus 2 spaces for the owner's or manager's unit
Nursing homes, rest homes	1 space per 2 beds, plus 1 space for every 4 employees
Mobile home parks	2.0 per unit, plus 0.5 per unit guest parking
Nonresidential Uses	
Drive-in or fast food restaurant	1 space for every 2 seats or 1 space for every 100 sq. ft. of floor area, whichever is greater, plus 1 space for every employee on the largest work shift, plus 10 stacking spaces for a drive-up window
Animal hospitals	1 space for every 300 sq. ft. of floor area
Hospitals	1 space for every 2 beds, plus 1 space for each staff doctor and employee on the largest work shift
Motor vehicle sales	1 space for every 500 sq. ft. of floor area
Motor vehicle service and repair	1 space for every 300 sq. ft. of floor area
Business and professional offices	1 space for every 250 sq. ft. of floor area
Medical, dental offices and clinics	1 space for every 200 sq. ft. of floor area
Indoor restaurants and bars	1 space for every 3 seats or 1 space for every 200 sq. ft. of floor area, whichever is greater
Retail businesses, except furniture stores and appliance stores	1 space for every 300 sq. ft. of floor area
Furniture stores, appliance stores	1 space for every 500 sq. ft. of floor area

Wholesale business and warehouses	1 space for every 1,000 sq. ft. of floor area or 1 space for every 2 employees, whichever is greater
Industrial uses (excluding offices) not mentioned specifically as another use in this Section	1 space for every 500 sq. ft. or .75 spaces for under every 1 employee, whichever is greater
Places of public assembly, such as places of worship, auditoriums, rooms	1 space for every 4 seats in the principal meeting place of assembly
Libraries	1 space for every 400 sq. ft. of floor area, plus 1 space for every 2 employees
Educational Facilities	
Preschool nurseries or child care centers, kindergarten and elementary schools and middle schools	1 space per classroom, plus 1 space per employee
High schools	1 space per employee, plus 1 space for every 4 students, plus 1 space for every 4 seats in the principal place of assembly (bench capacity is determined as 1 seat per 20 inches)
Recreational facilities	1 space for every 500 sq. ft. of recreational area

Neighborhood	Max. Lot Coverage	Max. Height	Front Setback	Street Side Setback	Interior Side Setback	Principal Rear Setback	Accessory Rear Setback
Rock Creek Ranch Single-Unit	NA	35' max	20'	10'	5'	20'	10’
Coal Creek Crossing	45% max	32' (2-story max)	20' from front load garage, 13' to living space, 13' to front porch, 13' to side load garage, all measured from back of walk	10'	5'	10'	None noted, so 5' applies
Sagamore	61%	32', see design standards	20' from garage, 15' from living space	5'	5'	9' to park or open space, 18' to adjacent lot	None noted, so 5' applies
Calmante II	55%	30', max 1 story	15', 10', or 20' (depending on design of home)	15'	5'	15'	None noted, so 5' applies
Lanterns Lane	60%	35'	20', 12' (Depending on garage)	10' to street, 20' to open space	0' (attached side) 5' (interior side lot)	15'	None noted, so 5' applies
Rogers Farm Wee-Cottages	70%	32' or 38' -see FDP	5'	3' (10' from ROW)	3'	6'	None noted, so 5' applies
Discovery Duplexes	NA	32'	18'	See FDP	0' (attached side) 5' (interior side lot)	15'	None noted, so 5' applies
Downtown Superior, Block 13	See FDP (varies by home type)	55'	5'	3'	3'	3'	None noted, so 5' applies
Downtown Superior, Blocks 26 & 27	44%	32'	2'	3'	3'	6'	None noted, so 5' applies
Downtown Superior, Block 25	NA	55'	2'	3'	3'	0'	None noted, so 5' applies
Downtown Superior, Blocks 16-24	NA	32' or 55' - see FDP	2' or 7'	10'	5'	4' or 8'	None noted, so 5' applies

Chapter 16 – Land Use Code Updates

- Occupancy Limits (HB24-1007)
- Accessory Dwelling Units (HB24-1152)
- Minimum Parking Requirements (HB24-1304)

HB24-1007

Prohibit Residential Occupancy Limits

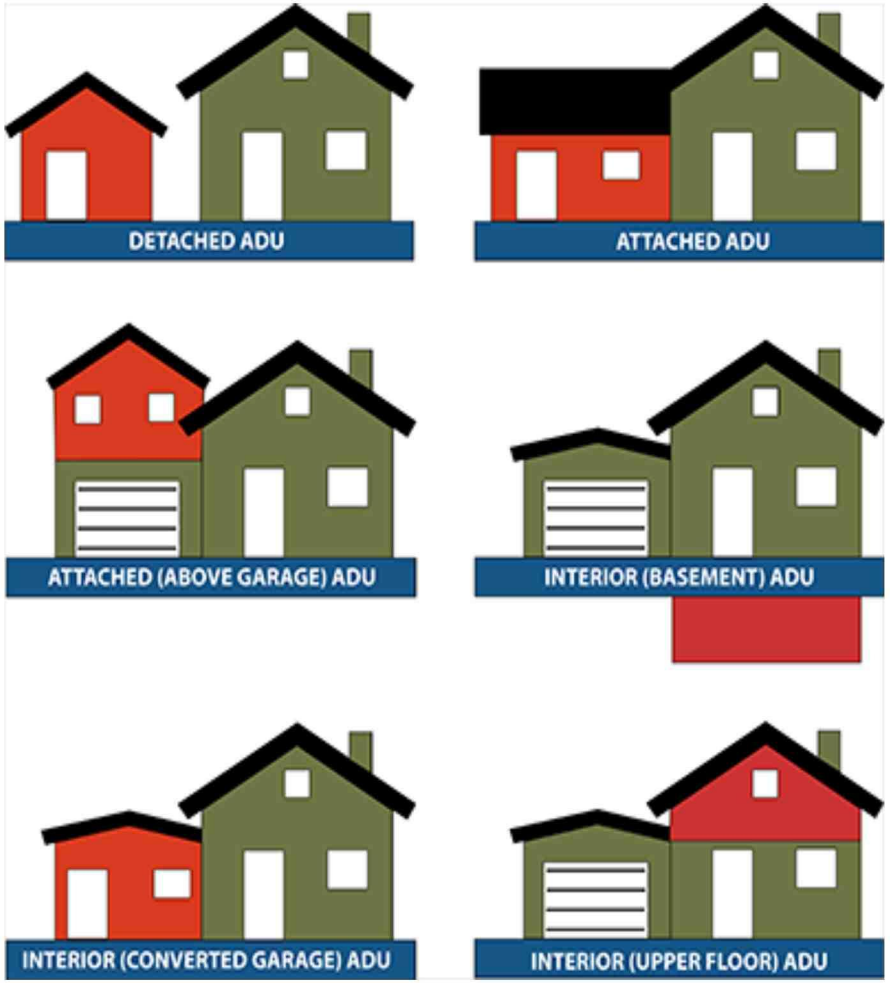
This bill requires local jurisdictions in the State of Colorado to remove residential occupancy limits based on familial relationships.

All references in the Code shall be replaced with the following:

Current Code:		***Proposed Code:***
• *Family*	→	*Household*
• *Single-family*	→	*Single-unit*
• *Two-family*	→	*Two-unit*
• *Multi-family*	→	*Multi-unit*
• *Multiple-family*	→	*Multiple-unit*

Accessory Dwelling Units

This bill requires municipalities allow Accessory Dwelling Units (ADUs) in all zones that allow single-family detached units.



Accessory Dwelling Units

The Schedules of Uses tables are amended to add "Accessory Dwelling Units" as a permitted use in the R-E, R-VL, R-L, and R-M, M-U and A-UR zone districts and all Planned Developments.

The Schedule of Requirements are amended to consolidate multiple footnotes into the table. These regulations include bulk, setback, density, intensity and open space requirements for each zone district.

Section 16-6-130

The Accessory Use regulations are amended to remove items that are regulated under the building code.

Accessory Dwelling Units

Section 16-6-160

1) Number. Only one (1) ADU shall be permitted for each single-unit dwelling unit or two-unit dwelling unit on a lot.

2) Size. The ADU shall be no larger than fifty percent (50%) of the square feet of the principal dwelling unit, or 750 SF (whichever is greater). In no event shall the ADU exceed the sf of the principal dwelling unit.

3) Design and development standards. An ADU is subject to the development standards that are established for each zone district or Planned Development, as applicable. Architectural requirements do not apply to the ADU

HB24-1152

Development Standards for ADUs

Standard	Proposal
Maximum height (attached or internal)	Equivalent to the maximum height allowed for the principal dwelling unit
Maximum height (detached)	Equivalent to the maximum height allowed for the principal dwelling unit or 32,' whichever is less
Front setback	Equivalent to the front setback allowed for the principal dwelling unit
Rear setback	Equivalent to the rear setback allowed for accessory structures. If none is stated, then 5'. If the ADU is attached or internal to the principal dwelling, the portion of the structure that contains the principal dwelling unit must maintain the rear setback for principal structures
Side setback (internal lot line)	Side setback (internal) of principal dwelling unit
Side setback (street side)	Side setback (street side) of principal dwelling unit
Maximum Lot Coverage	If the zone district includes a maximum lot coverage allowance, the ADU is subject to such standard

Accessory Dwelling Units

4) Parking. Off-street parking is not required.
5) Timing. A CO for an ADU may be issued prior to a CO for the principal unit.
6) Occupancy. Owner shall reside on the property at the time of application.
7) Utility service. Must be connected to the water and wastewater utilities of the principal dwelling unit.
8) Mobile homes are not permitted. Manufactured homes on permanent foundations are allowed.
9) Subdivision. Lots cannot be subdivided – ADU must have the same ownership as the principal dwelling unit.
10) Permitting. An ADU constructed prior to the construction of a principal dwelling unit shall remain an ADU, regardless of whether a principal dwelling unit is constructed.

HB24-1304

Minimum Parking Requirements



4.14.2025

Minimum Parking Requirements

DOLA Guidance – Language:

> *However, no off-street parking shall be required for new multiple dwelling development or in any adaptive reuse development in which at least 50 percent of the gross floor area of the development is in residential dwelling use, within those areas designated by statute and identified by a map maintained by the Colorado Department of Local Affairs as Applicable Transit Service Areas.*