



Town of Superior Town Council
Meeting Agenda
Monday, April 28, 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 Advisory Committee for Environmental Sustainability (ACES) (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. Executive Session to hold a conference with the Town's attorney and special counsel to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), regarding Rocky Mountain Metropolitan Airport and related aviation matters. (7:05 p.m.)
 1. Action on Executive Session
 - e. Council Reports (7:45 p.m.)
 - f. Public comment on Consent Agenda, Presentations, and Non-Agenda Items. Persons making public comment are asked to state your name and the city you live in (limit 5 min./person) (8:00 p.m.)

4. Presentations
 - a. Sister Carmen Community Center – (8:10 p.m.)
 - b. Boulder County Office of Disaster Management/Boulder County Sheriff's Office Presentation – (8:25 p.m.)
 - c. BRS Presentation – Pool Assessments (8:55 p.m.)
5. Project Updates - None
6. Consent Agenda (9:40 p.m.)
 - a. Approval of Council Meeting Minutes
 - b. Acceptance of Committee Meeting Notes
 - c. Consideration of Ordinance of the Town Council of the Town of Superior Authorizing a Quit Claim Deed of any Interest in the Turnbull Property located at 1599 S 76th Street
 - d. Consideration of Ordinance of the Town Council of the Town of Superior Adding a New Article XIII To Chapter 2 of the Superior Municipal Code Regarding Campaign Finance in Municipal Elections
 - e. Advisory Committee Appointment - Advisory Committee for Environmental Sustainability (ACES)
 - f. Consideration of Resolution of the Town Council Approving a Settlement Agreement with and Accepting a Quitclaim Deed from Timothy Kupfner
 - g. Consideration of Resolution of the Town Council Approving a Settlement Agreement with and Accepting a Quitclaim Deed from Betsy Kupfner, as Personal Representative for Rocky Kupfner
 - h. Airport Noise Report – March 2025
7. Public Hearing and Second Reading - 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 (9:50 p.m.)
8. Public Hearing and Second Reading - Consideration of Ordinance - Chapter 16 Land Use Code Updates for Accessory Dwelling Units, Residential Occupancy, and Minimum Parking Requirements (10:00 p.m.)
9. Adjournment (11:00 p.m.)

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



Town Board Meeting Minutes

April 14, 2025
Town Hall, 124 E. Coal Creek Drive
Superior, CO 80027
6:00 pm

Dinner with Open Space Advisory Committee

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
Council Member Stephanie Miller
Town Manager Matt Magley
Town Attorney Nicholas Hartman
Town Clerk Shannon Dujardin***

Absent:

Council Member Neal Shah

Approval of Agenda

Motion: Mayor Pro-Tem Jason Serbu moved to approve the Agenda with item 8. Koelbel Concept Plan FDP Amendments – Montmere at Autrey Shores being pulled from the agenda, seconded by Council Member Heather Cracraft.

Vote: CARRIED. 6 – 0

Council Reports

Public comment given by:

- Susan DeVenny
- Jeff Cote via Zoom

Update on Coyote Ridge Parking Lot Project

Update on Public Works & Utilities Projects

Consent Agenda

Proclamation – Arbor Day

Proclamation – World Migratory Bird Day – Bird City Colorado

Motion: Council Member Heather Cracraft moved to approve the Consent Agenda with amendments to the Proclamation – World Migratory Bird Day – Bird City Colorado, changing “citizen” to “resident”, seconded by Mayor Pro-Tem Jason Serbu. **Vote:** CARRIED. 6 - 0

Advisory Committee Interviews – Advisory Committee for Environmental Sustainability

Koelbel Concept Plan FDP Amendments – Montmere at Autrey Shores - PULLED

Consideration of Ordinance - Chapter 16 Land Use Code Updates for Accessory Dwelling Units, Residential Occupancy, and Minimum Parking Requirements - First Reading
Public Comment given by David Harper, Planning Commissioner Chairman

A Public Comment from the Superior Chamber announcing this year's Heather Cracraft award to Council Member Jenn Kaaoush, adjournment at 9:07 pm)

Mayor Mark Lacis

Shannon Dujardin, Town Clerk



ITEM NO. **4a**

INFORMATION FOR MEETING OF THE SUPERIOR TOWN COUNCIL

AGENDA ITEM: Sister Carmen Presentation

MEETING DATE: April 28, 2025

PRESENTED BY: Suzanne Crawford, Sister Carmen Community Center

PRESENTED FOR: Update

BACKGROUND:

The Town of Superior has partnered with the Sister Carmen Community Center (SCCC) going back nearly 2 decades. The SCCC provides assistance to residents of East Boulder County and Erie who are in need. As a Family Resource Center, SCCC is *“a safe space where residents in need and those in pursuit of self-reliance and resilience can access emergency and ongoing support in a strengths-based manner.”*

Sister Carmen provides a variety of services, including financial assistance for rent, utilities, transportation, medical expenses, and much more. They also provide programs for food assistance, housing stabilization, and assisting residents in applying for other public benefit programs. Over the years, the town has provided ongoing funding, grant assistance, and important feedback, helping the SCCC to address the challenges and opportunities in our community.



ITEM NO. 4b

INFORMATION FOR MEETING OF THE SUPERIOR COUNCIL

AGENDA ITEM NAME: Presentation – Boulder Office of Disaster Management/Boulder County Sheriff's Office

MEETING DATE: April 28, 2025

PRESENTED BY: Sgt. Salaman, Boulder County Sheriff
Mike Chard, Boulder County Office of Disaster Management
Deputy Fire Chief Folden Mountain View Fire Rescue
Allison James Disaster Preparedness and Recovery Manager

PRESENTED FOR: Presentation

BACKGROUND:

In light of recent questions from the Council regarding topics around emergencies and coordination for the community, staff has scheduled this presentation with representatives from the Sheriff's Office, Fire District, and the Office of Disaster Management regarding emergency management operations for the Town. In emergency situations and for community preparedness, staff partners with Boulder County Sheriff's Office, Mountain View Fire and Rescue and the Boulder County Office of Disaster Management to coordinate a unified response.

ATTACHMENTS:

- Presentation



ITEM NO. 4c

INFORMATION FOR MEETING OF THE SUPERIOR TOWN COUNCIL

AGENDA ITEM NAME: Project Update – BRS Pool Assessments for North and South Pools

MEETING DATE: April 28, 2025

PRESENTED BY: Jordan Hayes, Project Manager
Leslie Clark, PROS Director
Representatives from BRS

PRESENTED FOR: Update and Discussion

BACKGROUND:

The Superior North Pool and South Pool are both in need of renovation and updating. The Town Council approved the agreement with Barker Rinker Seacat Architecture (BRS), to design North Pool and to conduct full assessments of both North and South pools at the March 10, 2025, Town Council meeting. BRS conducted the assessments on March 18th, and representatives from BRS will present a summary of those assessments for the Council.

ASSESSMENT RESULTS:

North Pool

Repair

- Pool shell
- Parking lot

Renovate

- Locker & staff areas
- Exterior walls for insulation

Replace

- Pool skimmers
- Pool mechanical equipment
- Wading Pool with new splash pad
- Entry doors with automatic openers

- Damaged concrete areas

South Pool

Repair

- Doors that are difficult to open
- Deck paving limiting door functionality
- Deck paving where water is ponding

Renovate

- Locker rooms
- Staff areas

Replace

- Pool mechanical equipment
- Entry desk and casework
- Wading pool – replace with zero-depth entry or splash pad
- Existing slide – replace with new run-out slide
- Mushroom fountain – replace with modern play features
- Shade – replace with permanent wind-proof structures

NEXT STEPS:

March – July 2025	Design
April	Public Engagement
May/June	CM/GC Procurement
June – August	Preconstruction by CM/GC
August 2025 – May 2026	Construction
May 2026	Pool Reopening for 2026 Season

ATTACHMENTS:

- 1. North Pool Assessment Checklist
- 2. North Pool Assessment Summary
- 3. South Pool Assessment Checklist
- 4. South Pool Assessment Summary
- 5. Facility Assessment Results

FACILITY ASSESSMENT CHECKLIST

PROJECT NAME: Superior North Pool Renovation
ADDRESS: 1650 South Indiana St, Superior, CO
DATE: Tuesday, March 18, 2025
REVIEWER: Jason Ringdahl, Mary Schambach, Joel Hermann

NEW
GOOD
SATISFACTORY
POOR
URGENT

ASSESSMENT OF PHYSICAL CONDITIONS

5 New or like-new condition: Reassess in 8-10 years
4 Good condition- limited signs of wear or damage: Reassess in 6-8 years
3 Average condition for building age: Reassess in 4-6 years
2 Near end of anticipated lifecycle: Consider replacement within 2-4 years
1 Very worn or damaged: Consider near-term replacement 0-2 years

ASSESSMENT OF INTENDED USE

A Space size/configuration meets the requirements of the desired use or purpose
B Space size/configuration functions, but limits the desired use or purpose
C Space size/configuration does not permit desired use or purpose

MEETS EXPECTATIONS
APPROACHES EXPECTATIONS
NOT MEETING EXPECTATIONS

LOCATION		PHYSICAL CONDITION					SPACE/USE NEEDS			NOTES:
		5	4	3	2	1	A	B	C	
EXISTING BUILDING ENVELOPE - BATH HOUSE										EXISTING BUILDING ENVELOPE
	Structure		4							
	Covered Overhang - front entry		4							
	Covered Overhang - deck			3						Birds' nests are an issue. Storage for furniture in the winter.
	Roofing		4							
	Roof Leaks		4							
	Gutters & Downspouts			3						
	Splashblocks		4							
	Flashing & Caulking			3						
	Exterior Finishes - North Elevation		4							General note for all exterior finishes: The exterior stucco and stone is in good shape, no visible cracks
	Exterior Finishes - East Elevation		4							
	Exterior Finishes - South Elevation		4							
	Exterior Finishes - West Elevation		4							
	Sealants				2					
	Insulation/Thermal Performance									None exists
	Flashing			3						
	Windows			3						Film/frosting damaged at restroom windows
	Louvers & Vents			3						
	Main Entry Doors			3						Paint chipped on mullions. Appears to be single pane glazing.
	Main Entry Door Hardware & Weatherstripping				2					Paint chipped on handles. Needs new seals & weatherstripping.
	Exterior Doors				2					Hard to keep open, would like some sort of latch to keep open when windy.
	Exterior Door Hardware & Weatherstripping				2					
	Thresholds				2					
	Exterior ceilings & soffits			3						Paint peeling at edges
	Exterior Lights & Lighting				2					Currently not enough exterior lighting for a 3-season or year-round pool. FootCandle requirements at pool water surface have changed. Would like more egress path lighting for when movie nights get out at 11pm in the summer & better lighting for outdoor parties at night.
	Signage				2					Currently tape announcements to the front door or use the cork board on the wall. Would like better signage for announcing when pool is closing early at the exterior of the building. Announcements could move to a screen on the interior.
ROOM No.	EXISTING BUILDING INTERIOR - BATH HOUSE									EXISTING BUILDING INTERIOR
101	Entry/Lobby								C	
	Wall Finishes			3						Paint chips
	Floor Finishes			3						Concrete has some stains and dirt, but no cracks
	Ceiling Finishes			3						
	Doors/Hardware				2					Storefront doors - entry double doors have lock at bottom rail - prefer to change this. Paint is chipping on handle. Add hold opens to single doors so they don't need door stops. Doors in general are hard to keep open. All doors are currently on the same key and would like to keep that function.
	Lighting/Ceiling Elements				2					

FACILITY ASSESSMENT CHECKLIST

PROJECT NAME: Superior North Pool Renovation
ADDRESS: 1650 South Indiana St, Superior, CO
DATE: Tuesday, March 18, 2025
REVIEWER: Jason Ringdahl, Mary Schambach, Joel Hermann

NEW
GOOD
SATISFACTORY
POOR
URGENT

5
4
3
2
1

ASSESSMENT OF PHYSICAL CONDITIONS

5 New or like-new condition: Reassess in 8-10 years
4 Good condition- limited signs of wear or damage: Reassess in 6-8 years
3 Average condition for building age: Reassess in 4-6 years
2 Near end of anticipated lifecycle: Consider replacement within 2-4 years
1 Very worn or damaged: Consider near-term replacement 0-2 years

ASSESSMENT OF INTENDED USE

A Space size/configuration meets the requirements of the desired use or purpose
B Space size/configuration functions, but limits the desired use or purpose
C Space size/configuration does not permit desired use or purpose

MEETS EXPECTATIONS
APPROACHES EXPECTATIONS
NOT MEETING EXPECTATIONS

LOCATION		PHYSICAL CONDITION					SPACE/USE NEEDS			NOTES:
		5	4	3	2	1	A	B	C	
102	Office								C	
	Wall Finishes			3						
	Floor Finishes			3						
	Ceiling Finishes			3						
	Doors/Hardware			3						
	Lighting/Ceiling Elements				2					
	Cabinetry & Built-in elements					1				Check-in desk - lower ADA portion of counter is too high (34.5"H). Damage and delamination to drawers and cabinets, worn edges at all counters.
	Furniture				2					Stool fabric is ripped
103	Men's Restroom & Showers							B		
	Wall Finishes			3						walls are combo of FRP and tile
	Floor Finishes			3						
	Ceiling Finishes			3						
	Doors/Hardware			3						Scuffs and paint chips on doors
	Lighting/Ceiling Elements				2					
	Plumbing Fixtures				2					Showers don't get used at all.
	Toilet Partitions					1				Accessible stall interior dimensions = 58" deep x 60.75" wide. Not ADA compliant.
	Restroom Accessories			3						Broken seat cover dispenser
	Counters, Cabinetry & Built-in elements			3						32"H countertop with 30.5" clear knee space. Apron below sink is falling off.
104	Women's Restroom & Showers							B		
	Wall Finishes			3						walls are combo of FRP and tile
	Floor Finishes			3						
	Ceiling Finishes			3						
	Doors/Hardware			3						Scuffs and paint chips on doors
	Lighting/Ceiling Elements				2					
	Plumbing Fixtures				2					Center toilet is not centered in stall. Showers do not get used at all. Sinks not ADA compliant.
	Toilet Partitions					1				Accessible stall interior dimensions = 58" deep x 60" wide. Not ADA compliant.
	Restroom Accessories			3						Broken seat cover dispenser
	Counters, Cabinetry & Built-in elements			3						
105	Kitchen							C		In general, kitchen is too small. Fridge is used during swim meets and it gets very busy.
	Wall Finishes			3						
	Floor Finishes			3						
	Ceiling Finishes			3						
	Doors/Hardware			3						
	Lighting/Ceiling Elements			3						
	Plumbing Fixtures			3						Sink is too small for cleaning out coolers or larger items

FACILITY ASSESSMENT CHECKLIST

PROJECT NAME: Superior North Pool Renovation
ADDRESS: 1650 South Indiana St, Superior, CO
DATE: Tuesday, March 18, 2025
REVIEWER: Jason Ringdahl, Mary Schambach, Joel Hermann

NEW
GOOD
SATISFACTORY
POOR
URGENT

5
4
3
2
1

ASSESSMENT OF PHYSICAL CONDITIONS

5 New or like-new condition: Reassess in 8-10 years
4 Good condition- limited signs of wear or damage: Reassess in 6-8 years
3 Average condition for building age: Reassess in 4-6 years
2 Near end of anticipated lifecycle: Consider replacement within 2-4 years
1 Very worn or damaged: Consider near-term replacement 0-2 years

ASSESSMENT OF INTENDED USE

A Space size/configuration meets the requirements of the desired use or purpose
B Space size/configuration functions, but limits the desired use or purpose
C Space size/configuration does not permit desired use or purpose

MEETS EXPECTATIONS
APPROACHES EXPECTATIONS
NOT MEETING EXPECTATIONS

LOCATION		PHYSICAL CONDITION					SPACE/USE NEEDS			NOTES:
		5	4	3	2	1	A	B	C	
	Appliances/Equip			3						
	Counters, Cabinetry & Built-in elements			3						Not enough storage space; starting to show wear on cabinet doors
106	Janitor Closet								C	Gets used for storage that should be in its own area.
	Wall Finishes			3						
	Floor Finishes			3						
	Ceiling Finishes			3						
	Doors/Hardware			3						
	Lighting/Ceiling Elements			3						
	Plumbing Fixtures				2					Would like a larger sink for cleaning that is not on the floor.
107	Pool Equipment Room								C	
	Wall Finishes				2					
	Floor Finishes				2					
	Ceiling Finishes				2					
	Equipment					1				Refer to aquatic assessment for additional information.
	Doors/Hardware					1				Paint chipped on door. Difficult to open.
	Lighting/Ceiling Elements					1				
108	Chemical Storage								C	
	Wall Finishes				2					
	Floor Finishes				2					
	Ceiling Finishes				2					
	Doors/Hardware					1				
	Lighting/Ceiling Elements					1				
109	Garage/Shed							B		Primarily used for storage.
	Wall Finishes		4							
	Floor Finishes		4							
	Ceiling Finishes		4							
	Doors/Hardware		4							
	Lighting/Ceiling Elements			3						
EXISTING BUILDING ADA COMPLIANCE										EXISTING BUILDING ADA COMPLIANCE
	Handicap Parking				2					Slope concern at both handicap spaces.
	Accessible Entry - Pool Deck			3						
	Accessible Entry - Lap Pool			3						
	Accessible Entry - Kid Pool			3						
	Accessible Entry - Bath house			3						
	Accessible Entry - Womens Room			3						

FACILITY ASSESSMENT CHECKLIST

PROJECT NAME: Superior North Pool Renovation
ADDRESS: 1650 South Indiana St, Superior, CO
DATE: Tuesday, March 18, 2025
REVIEWER: Jason Ringdahl, Mary Schambach, Joel Hermann

NEW
GOOD
SATISFACTORY
POOR
URGENT

ASSESSMENT OF PHYSICAL CONDITIONS

5 New or like-new condition: Reassess in 8-10 years
4 Good condition- limited signs of wear or damage: Reassess in 6-8 years
3 Average condition for building age: Reassess in 4-6 years
2 Near end of anticipated lifecycle: Consider replacement within 2-4 years
1 Very worn or damaged: Consider near-term replacement 0-2 years

ASSESSMENT OF INTENDED USE

A Space size/configuration meets the requirements of the desired use or purpose
B Space size/configuration functions, but limits the desired use or purpose
C Space size/configuration does not permit desired use or purpose

MEETS EXPECTATIONS
APPROACHES EXPECTATIONS
NOT MEETING EXPECTATIONS

LOCATION	PHYSICAL CONDITION					SPACE/USE NEEDS			NOTES:
	5	4	3	2	1	A	B	C	
Accessible Entry - Mens Room			3						
Accessible Entry - Pool Equipment Room			3						
Accessible Clearances - Pool Equipment								C	Minimal clearances in pool equipment room.
Exterior Stairs & Railings			3						
Exterior Ramps and Sidewalks			3						
Barrier Free Route			3						There are a few sections of concrete that appear to be slightly steeper than code allows.
Signage									Signage is limited
Women's Restroom Fixtures			3						Vanity counter does not meet ADA height requirements.
Men's Restroom Fixtures			3						Vanity counter does not meet ADA height requirements.
Kitchen Fixtures					1				ADA clearances are not being met.
Reception Desk					1				Lower ADA portion of counter is too high (34.5"H)
EXISTING BUILDING CODE DEFICIENCIES									
									ADA deficiencies as noted above.
									Refer to consultants' assessments for additional information.
EXISTING SITE/LANDSCAPE									
8-Lane Lap pool							B		
Pool Shell					1				
Deck			3						Some cracks in concrete around the deck. Grout needs repairing.
Shade Structures			3						Shades not installed so not sure of condition. Some rust on frames.
Signage					1				Minimal
Pool Cover					1				Manual reels are too difficult to use - would prefer something automatic and less labor intensive
Kid Pool								C	
Pool Shell					1				Tile damaged at pool edge
Deck			3						
Shade Structures			3						Shades not installed so not sure of condition. Some rust on frames.
Signage					1				Minimal
Parking			3						
Drop-off			3						
Paving			3						
Curbs			3						
Sidewalks			3						Some issues with cracking and settling that has caused a trip hazard
Pedestrian Access (ADA)				2					A few areas may not meet the slope requirements.
Bike Racks		4							Racks are heavily used and fill up - some more would be nice.

FACILITY ASSESSMENT CHECKLIST

PROJECT NAME: Superior North Pool Renovation
ADDRESS: 1650 South Indiana St, Superior, CO
DATE: Tuesday, March 18, 2025
REVIEWER: Jason Ringdahl, Mary Schambach, Joel Hermann

NEW
GOOD
SATISFACTORY
POOR
URGENT

ASSESSMENT OF PHYSICAL CONDITIONS
5 New or like-new condition: Reassess in 8-10 years
4 Good condition- limited signs of wear or damage: Reassess in 6-8 years
3 Average condition for building age: Reassess in 4-6 years
2 Near end of anticipated lifecycle: Consider replacement within 2-4 years
1 Very worn or damaged: Consider near-term replacement 0-2 years

ASSESSMENT OF INTENDED USE
A Space size/configuration meets the requirements of the desired use or purpose
B Space size/configuration functions, but limits the desired use or purpose
C Space size/configuration does not permit desired use or purpose

LOCATION		PHYSICAL CONDITION					SPACE/USE NEEDS			NOTES:
		5	4	3	2	1	A	B	C	
	Signage			3						Minimal
	Site Lighting			3					C	Currently not enough exterior lighting for a 3-season or year-round pool. FC requirements at pool water surface have changed. Would like more egress path lighting for when movie nights get out at 11pm in the summer & better lighting for outdoor parties at night.
	Service Areas								C	
	Dumpsters/ Enclosures									n/a - do these need to be added?
	Trees		4							
	Vegetation		4							
	Plantings		4							
	Irrigation		4							
	Erosion Control Features									No erosion noticed
	Walls/structures				2					Low stone walls that have some damage
	Covered walks/ Canopies		4							Frame is in good shape. Cover was not installed so not sure the condition.
	Paving Systems (Brick, Pavers, etc.)			3						
	Exterior Furniture			3						Needs to be tied down - tables have flipped over fence in high winds. Scuffs and paint chips on loungers, some rust on picnic tables.
	Storage								C	Currently pool noodles, etc. are all stored outside in winter - would be nice to store inside or in a shed so they don't get ruined.
	Site Fencing			3						- Fence height around perimeter = 60" from ground side, 59" from deck side - Fence between kid pool and main pool is 48". - Would prefer a touchpad instead of lock box for unlocking side gate for morning swim team - LOW PRIORITY - Gates have paint chips
	Other									
	Drinking Fountain/Bottle Filler			3						under covered canopy - surface mounted, 42"H, 44" to spout
	Outdoor outlets								C	Don't have enough - would like to add a lot more around the pool. Some missing GFI or weather-proof covers.

Recommendation	Purpose	Priority	ROM Cost Opinion Range
1. Perimeter pool skimmers are in poor condition and should be replaced.	Operational	First	
2. Instead of replacing the skimmers install a high performance perimeter gutter system. This would enhance pool operations and user experience. This will require surge tank and lower elevation for pool circulation pump.	Operational	First	
3. Remove existing pool interior finish and replace with either special aggregate finish or Ecco Finish. At this time replace existing recessed stairs with flush mounted treads.	Operational	First	
4. Replace Main Drain grates with VGBA compliant and updated grates	Compliance	First	
5. Replace all underwear lights with LED fixtures	Operational	First	
6. Convert existing wading pool to splash pad	Operational	First	
7. Perform a leak detection test to verify waterproof integrity of the pool vessel.	Operational	First	
8. Install water meters on fill lines to monitor water usage.	Operational	First	
9. Consider the installation of Cal Hypo feeders instead of the liquid chlorine currently used. Could be a AccuTab System	Operational	Second	
10. Provide additional Chemical Storage in well ventilated area.	Compliance	First	
11. Install emergency off button in pool operator office.	Compliance	First	
12. Consider upgrading electrical service to 3 phase power.	Operational	First	
13. Consider using electric heaters for the pool. This will require 3 phase power and 2 300 KW heaters	Operational	First	
14. Upgrade pool insulation covers to be powered to easy in removal.	Operational	First	
15. Add Additional shade structures. Must be wind rated to 140 MPH.	Operational	Second	

FACILITY ASSESSMENT CHECKLIST

PROJECT NAME: Superior South Pool Assessment
ADDRESS: 3300 Huron Peak Ave, Superior, CO
DATE: Tuesday, March 18, 2025
REVIEWER: Jason Ringdahl, Mary Schambach, Joel Hermann

NEW
GOOD
SATISFACTORY
POOR
URGENT

5
4
3
2
1

ASSESSMENT OF PHYSICAL CONDITIONS

New or like-new condition: Reassess in 8-10 years
Good condition- limited signs of wear or damage: Reassess in 6-8 years
Average condition for building age: Reassess in 4-6 years
Near end of anticipated lifecycle: Consider replacement within 2-4 years
Very worn or damaged: Consider near-term replacement 0-2 years

ASSESSMENT OF INTENDED USE

A Space size/configuration meets the requirements of the desired use or purpose
B Space size/configuration functions, but limits the desired use or purpose
C Space size/configuration does not permit desired use or purpose

LOCATION		PHYSICAL CONDITION					SPACE/USE NEEDS			NOTES:
		5	4	3	2	1	A	B	C	
EXISTING BUILDING ENVELOPE - BATH HOUSE										EXISTING BUILDING ENVELOPE
	Structure	4								
	Covered Overhang	4								
	Covered Deck area	4						B		Birds' nests are a huge issue. This area really doesn't get used. Storage for furniture in the winter. There is also water ponding and drainage issues on the deck, near the covered area.
	Roofing	4								
	Roof Openings - Access Hatches									n/a
	Roof Openings - Skylights									n/a
	Roof Equipment - Curbs & Crickets									n/a
	Roof Drains									n/a
	Roof Overflows/Canales									n/a
	Ponding Water									No ponding water on the roof. There is some on the pool deck. See assessment below.
	Leaks									No roof leaks detected.
	Gutters & Downspouts									Gutters & downspouts are missing
	Splashblocks									n/a
	Flashing & Caulking			3						
	Parapets & Caps									n/a
	Exterior Finishes - North Elevation	4								General: The exterior stucco and stone is in good shape, no visible cracks
	Exterior Finishes - East Elevation	4								
	Exterior Finishes - South Elevation	4								
	Exterior Finishes - West Elevation	4								
	Sealants			3						
	Expansion & Control Joints			3						
	Insulation/Thermal Performance									None exists
	Flashing			3						
	Windows			3						Front lobby: windows were newly tinted but needs shades or something to block the sunlight.
	Louvers & Vents			3						
	Main Entry Doors	4								
	Main Entry Door Hardware & Weatherstripping	4								
	Exterior Doors			3						Issues with slabs being higher than some door swings and thresholds. Some doors need to be replaced
	Exterior Door Hardware & Weatherstripping				2					
	Thresholds				2					
	Exterior ceiling & soffits			3						
	Exterior Lights & Lighting			3						
	Signage			3						Signage is minimal. Consider signage out front for when the pool is closed.
ROOM No.	EXISTING BUILDING INTERIOR - BATH HOUSE									EXISTING BUILDING INTERIOR
101	Entry/Lobby						A			
	Wall Finishes	4								Masonry block is generally in very good condition

FACILITY ASSESSMENT CHECKLIST

PROJECT NAME: Superior South Pool Assessment
ADDRESS: 3300 Huron Peak Ave, Superior, CO
DATE: Tuesday, March 18, 2025
REVIEWER: Jason Ringdahl, Mary Schambach, Joel Hermann

NEW
GOOD
SATISFACTORY
POOR
URGENT

5
4
3
2
1

ASSESSMENT OF PHYSICAL CONDITIONS

5 New or like-new condition: Reassess in 8-10 years
4 Good condition- limited signs of wear or damage: Reassess in 6-8 years
3 Average condition for building age: Reassess in 4-6 years
2 Near end of anticipated lifecycle: Consider replacement within 2-4 years
1 Very worn or damaged: Consider near-term replacement 0-2 years

ASSESSMENT OF INTENDED USE

A Space size/configuration meets the requirements of the desired use or purpose
B Space size/configuration functions, but limits the desired use or purpose
C Space size/configuration does not permit desired use or purpose

LOCATION		PHYSICAL CONDITION					SPACE/USE NEEDS			NOTES:
		5	4	3	2	1	A	B	C	
	Floor Finishes		4							
	Ceiling Finishes		4							
	Doors/Hardware			3						Scuffs and paint chips on door mullions
	Lighting/Ceiling Elements		4							
102	Desk							B		
	Wall Finishes		4							Piece of tile base missing at front of desk
	Floor Finishes		4							
	Ceiling Finishes		4							
	Lighting/Ceiling Elements		4							
	Cabinetry & Built-in elements		4						C	Some delamination at counter edges. Want to redo the desk area to have a low transaction counter. Current transaction ledge is too high - staff aren't visible enough.
103	Men's Restroom & Showers							B		General note: there is not enough visual privacy from lobby to locker room and entrance into locker rooms are a pinch point
	Wall Finishes		4							
	Floor Finishes				2					Floor tiles are popping in certain areas - drainage issues
	Ceiling Finishes		4							
	Doors/Hardware		4							
	Lighting/Ceiling Elements			3						Light fixtures filled with bugs
	Plumbing Fixtures				2					Showers don't get used - have water pressure and mold issues
	Toilet Partitions		4						C	
	Restroom Accessories		4						C	No vertical grab bar in ADA stall. Soap dispenser over middle sink is too far from left sink.
	Counters, Cabinetry & Built-in elements		4							Lockers don't ever get used - can remove these. Would prefer an island bench for changing.
104	Women's Restroom & Showers							B		General note: there is not enough visual privacy from lobby to locker room and entrance is a pinch point
	Wall Finishes		4							
	Floor Finishes		4							
	Ceiling Finishes		4							
	Doors/Hardware			3						Exterior door to pool deck sticks on frame and or pool deck.
	Lighting/Ceiling Elements			3						
	Plumbing Fixtures				2					Showers don't get used - have water pressure and mold issues
	Toilet Partitions		4						C	
	Restroom Accessories		4						C	No vertical grab bar in ADA stall.
	Counters, Cabinetry & Built-in elements		4							Lockers don't ever get used - can remove these. Would prefer an island bench for changing.
105	Staff / Guard Office							B		Would like an exterior space added adjacent to this indoor space, so guards can hear whistles, etc. With first aid station.
	Wall Finishes		4							
	Floor Finishes		4							
	Ceiling Finishes		4							
	Doors/Hardware			3						Paint chips and scuffs on door
	Lighting/Ceiling Elements		4							
	Plumbing Fixtures		4							

FACILITY ASSESSMENT CHECKLIST

PROJECT NAME: Superior South Pool Assessment
ADDRESS: 3300 Huron Peak Ave, Superior, CO
DATE: Tuesday, March 18, 2025
REVIEWER: Jason Ringdahl, Mary Schambach, Joel Hermann

NEW
GOOD
SATISFACTORY
POOR
URGENT

5
4
3
2
1

ASSESSMENT OF PHYSICAL CONDITIONS

New or like-new condition: Reassess in 8-10 years
Good condition- limited signs of wear or damage: Reassess in 6-8 years
Average condition for building age: Reassess in 4-6 years
Near end of anticipated lifecycle: Consider replacement within 2-4 years
Very worn or damaged: Consider near-term replacement 0-2 years

ASSESSMENT OF INTENDED USE

A Space size/configuration meets the requirements of the desired use or purpose
B Space size/configuration functions, but limits the desired use or purpose
C Space size/configuration does not permit desired use or purpose

LOCATION		PHYSICAL CONDITION					SPACE/USE NEEDS			NOTES:
		5	4	3	2	1	A	B	C	
	Appliances/Equip		4							
	Counters, Cabinetry & Built-in elements			3						
	Furniture									
108	Storage - Large room behind Staff Office							B		
	Wall Finishes		4							
	Floor Finishes		4							
	Ceiling Finishes		4							
	Lighting/Ceiling Elements		4							
	Cabinetry & Built-in elements		4							
107	Pool Equipment Room							B		See aquatic assessment for additional information
	Wall Finishes			3						
	Floor Finishes				2					
	Ceiling Finishes				2					
	Equipment					1				Sand filter is corroded and cracked
	Doors/Hardware					1				Doors difficult to open due to hardware, frame and or exterior paving being higher than threshold
	Lighting/Ceiling Elements				2					
108	Storage - Small area behind pool equip room								C	
	Wall Finishes			3						
	Floor Finishes			3						
	Ceiling Finishes			3						
	Doors/Hardware			3						
	Lighting/Ceiling Elements			3						
108	Chem Storage Closet								C	
	Wall Finishes			3						
	Floor Finishes			3						
	Ceiling Finishes			3						
	Doors/Hardware			3						Door & frame showing rust, threshold issues
	Lighting/Ceiling Elements			3						
EXISTING BUILDING ADA COMPLIANCE										EXISTING BUILDING ADA COMPLIANCE
	Handicap Parking			3						
	Passenger Loading Zones			3						
	Accessible Entry - Pool Deck			3						
	Accessible Entry - Lap Pool			3						
	Accessible Entry - Kid Pool			3						
	Accessible Entry - Bath house			3						
	Accessible Entry - Womens Room			3						
	Accessible Entry - Mens Room			3						

FACILITY ASSESSMENT CHECKLIST

PROJECT NAME: Superior South Pool Assessment
ADDRESS: 3300 Huron Peak Ave, Superior, CO
DATE: Tuesday, March 18, 2025
REVIEWER: Jason Ringdahl, Mary Schambach, Joel Hermann

NEW
GOOD
SATISFACTORY
POOR
URGENT

5
4
3
2
1

ASSESSMENT OF PHYSICAL CONDITIONS

New or like-new condition: Reassess in 8-10 years
Good condition- limited signs of wear or damage: Reassess in 6-8 years
Average condition for building age: Reassess in 4-6 years
Near end of anticipated lifecycle: Consider replacement within 2-4 years
Very worn or damaged: Consider near-term replacement 0-2 years

ASSESSMENT OF INTENDED USE

A Space size/configuration meets the requirements of the desired use or purpose
B Space size/configuration functions, but limits the desired use or purpose
C Space size/configuration does not permit desired use or purpose

LOCATION		PHYSICAL CONDITION					SPACE/USE NEEDS			NOTES:
		5	4	3	2	1	A	B	C	
Accessible Entry - Pool Equipment Room				3						
Accessible Clearances - Pool Equipment									C	Minimal clearances in pool equipment room.
Exterior Stairs & Railings										n/a
Exterior Ramps and Sidewalks										n/a
Barrier Free Route				3						Slopes appear to be adequate and meet code.
Signage				3						Signage is limited
Women's Restroom Fixtures				3						
Men's Restroom Fixtures				3						
Kitchen Fixtures										n/a
Reception Desk				3						No 36" wide transaction counter - not ADA compliant.
EXISTING BUILDING CODE DEFICIENCIES										EXISTING BUILDING CODE DEFICIENCIES
										See consultants' assessments for additional information.
EXISTING SITE/LANDSCAPE										EXISTING SITE/LANDSCAPE
Leisure Pool							A			
Pool Shell				3						
Deck				3						Deck drainage issues; a few cracks in the concrete
Slide				3						
Climbing Wall		4								
Mushroom Fountain		4								
Shade Structures		4								
Exterior Lighting				3						
Signage				3						
Outdoor Furniture				3						
Kid's Wading Pool							A			
Pool Shell				3						
Deck				3						
Shade Structures				3						
Exterior Lighting				3						
Signage				3						
Parking				3			A			
Drop-off				3			A			
Paving				3						
Curbs				3						
Sidewalks				3						
Pedestrian Access (ADA)				3						

FACILITY ASSESSMENT CHECKLIST

PROJECT NAME: Superior South Pool Assessment
ADDRESS: 3300 Huron Peak Ave, Superior, CO
DATE: Tuesday, March 18, 2025
REVIEWER: Jason Ringdahl, Mary Schambach, Joel Hermann

NEW
GOOD
SATISFACTORY
POOR
URGENT

5
4
3
2
1

ASSESSMENT OF PHYSICAL CONDITIONS

New or like-new condition: Reassess in 8-10 years
Good condition- limited signs of wear or damage: Reassess in 6-8 years
Average condition for building age: Reassess in 4-6 years
Near end of anticipated lifecycle: Consider replacement within 2-4 years
Very worn or damaged: Consider near-term replacement 0-2 years

ASSESSMENT OF INTENDED USE

A Space size/configuration meets the requirements of the desired use or purpose
B Space size/configuration functions, but limits the desired use or purpose
C Space size/configuration does not permit desired use or purpose

LOCATION		PHYSICAL CONDITION					SPACE/USE NEEDS			NOTES:
		5	4	3	2	1	A	B	C	
Bike Racks				3						
Signage				3						
Site Lighting				3						
Service Areas										
Dumpsters/ Enclosures				3						
Trees		4								n/a
Vegetation		4								n/a
Plantings		4								n/a
Irrigation		4								n/a
Erosion Control Features					2					There is some erosion occurring on the east side of the pool deck, outside the enclosure.
Walls/structures					2					
Raised Planting Beds			4							
Planters			4							
Covered walks/ Canopies				3						
Paving Systems (Brick, Pavers, etc.)				3						
Exterior Furniture				3						
Storage				3						
Playground Area										Not part of project
Equipment										
Ground Cover										
Site Fencing				3						

Recommendation	Purpose	Priority	ROM Cost Opinion Range
1. The existing sand filter is in extremely nonfunctional condition and should be replaced, if possible before the 2025 swim season.	Operational	First	
2. Locate all emergency power off devices to pump. managers office	Compliance	First	
3. The main pool was recently replastered and the contractor compromised the function of the in-floor geysers and the ability of the ZDE gutter to collect debris. This need to renovated to allow proper safe operation	Operational	First	
4. Replace Main Drain grates with VGBA compliant and updated grates	Compliance	First	
5. Replace all underwear lights with LED fixtures	Operational	First	
6. Update existing wading pool to splash pad or add features.	Operational	First	
7. Perform a leak detection test to verify waterproof integrity of the pool vessel.	Operational	First	
8. Install water meters on fill lines to monitor water usage.	Operational	First	
9. Consider the installation of Cal Hypo feeders instead of the liquid chlorine currently used. Could be a AccuTab System. Ensure that all chemical lines are in conduit.	Operational	Second	
10. Provide additional Chemical Storage in well-ventilated area.	Compliance	First	
11. Install guard rails at water slide flume terminus to prevent user injuries	Safety	Second	
12. Install guard railing on deck at lower elevations of the water slide to prevent passage by users.	Safety	Second	
13. Consider upgrading electrical service to 3 phase power.	Operational	First	
14. Consider using electric heaters for the pool. This will require 3 phase power and 2 270 KW heaters	Operational	First	
15. Upgrade pool insulation covers to be powered to easy in removal.	Operational	First	

FACILITY ASSESSMENT RESULTS

SUPERIOR'S NORTH POOL

Repair

- Pool shell
- Lot paving that does not meet accessibility slope requirements

Renovate

- Locker & Staff areas
- Exterior walls to add insulation

Replace

- Pool skimmers
- Pool mechanical equipment
- Wading Pool with new splash pad
- Entry doors with automatic openers
 - Entry desk and casework
 - Damaged concrete areas

SUPERIOR'S SOUTH POOL

Repair

- Doors that are difficult to open
- Deck paving that limits doors from opening easily
- Deck paving where water is ponding

Renovate

- Locker Rooms
- Lifeguard & staff areas

Replace

- Pool mechanical equipment
- Entry desk and casework
- Wading pool - replace with a zero depth entry or splash pad
- Existing Slide - replace with a new slide with a run-out
- Mushroom fountain - replace with modern play features
- Shades - replace with permanent wind-proof structures



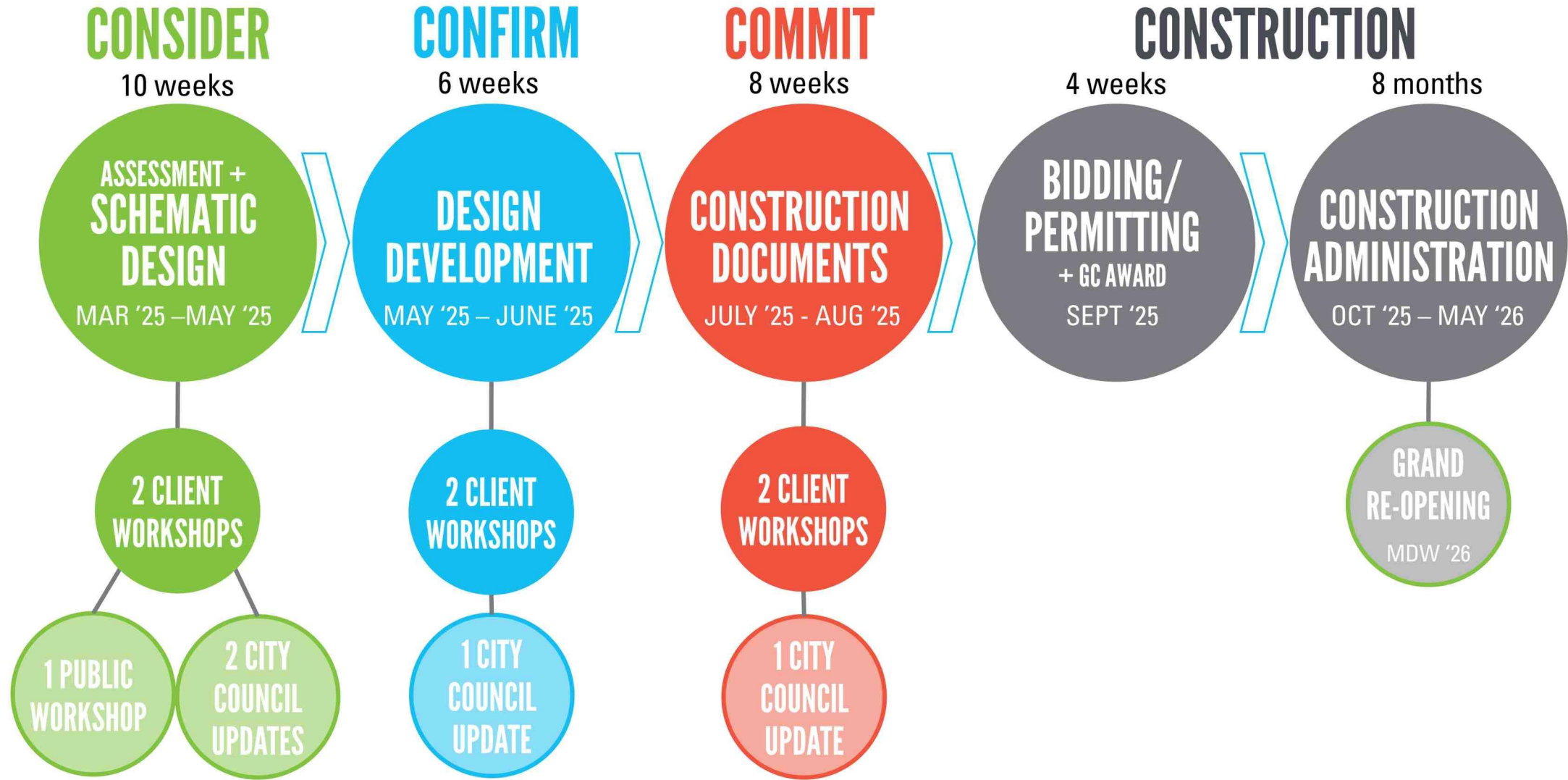
NORTH & SOUTH POOL ASSESSMENTS

TOWN COUNCIL UPDATE

APRIL 28, 2025



SCHEDULE



TOTAL DURATION = 14 MONTHS

PROJECT MILESTONES TO DATE

Assessments:

- **March 18th** On-site Assessments of North and South Pools
- **April 4th** Town Project Team Workshop #1
- **April 11th** Issued final Assessment Reports

Public Engagement:

- **April 15th** Aquatic Users Workshop
- **April 16th** Public Open House – Activity Boards & Comment Cards
- **April 16th-30th** Online Survey

FACILITY ASSESSMENT **SCOPE**

BRS Architecture & WTI were tasked with the following:

- Assess the physical condition of the existing Superior North & South Pools
- Identify “level of service” goals
- Identify system wide gaps in service for Aquatics
- Identify items for Repair, Renovation, or Replacement of the facilities
and new aquatics programs to right-size facilities and balance Superior’s aquatics offerings
- Assess code compliance – Superior is adopting 2024 International Building Codes this year

CHECKLISTS

NEW
GOOD
SATISFACTORY
POOR
URGENT

MEETS EXPECTATIONS
APPROACHES EXPECTATIONS
NOT MEETING EXPECTATIONS

ASSESSMENT OF PHYSICAL CONDITIONS

- 5

New or like-new condition: Reassess in 8-10 years
- 4

Good condition- limited signs of wear or damage: Reassess in 6-8 years
- 3

Average condition for building age: Reassess in 4-6 years
- 2

Near end of anticipated lifecycle: Consider replacement within 2-4 years
- 1

Very worn or damaged: Consider near-term replacement 0-2 years

ASSESSMENT OF INTENDED USE

- A

Space size/configuration meets the requirements of the desired use or purpose
- B

Space size/configuration functions, but limits the desired use or purpose
- C

Space size/configuration does not permit desired use or purpose

LOCATION	PHYSICAL CONDITION					SPACE/USE NEEDS		
	5	4	3	2	1	A	B	C
EXISTING BUILDING ENVELOPE - BATH HOUSE								
Structure		4						
Covered Overhang - front entry		4						
Covered Overhang - deck			3					
Roofing		4						
Roof Leaks		4						
Gutters & Downspouts			3					
Splashblocks		4						
Flashing & Caulking			3					
Exterior Finishes - North Elevation		4						
Exterior Finishes - East Elevation		4						
Exterior Finishes - South Elevation		4						
Exterior Finishes - West Elevation		4						
Sealants				2				
Insulation/Thermal Performance								
Flashing			3					
Windows			3					
Louvers & Vents			3					
Main Entry Doors			3					
Main Entry Door Hardware & Weatherstripping				2				

EXISTING SITE/LANDSCAPE								
8-Lane Lap pool							B	
Pool Shell					1			
Deck			3					
Shade Structures			3					
Signage					1			
Pool Cover					1			
Kid Pool							C	
Pool Shell					1			
Deck			3					
Shade Structures			3					
Signage					1			
Parking			3					
Drop-off			3					
Paving			3					
Curbs			3					
Sidewalks			3					
Pedestrian Access (ADA)					2			
Bike Racks		4						

103	Men's Restroom & Showers							B
	Wall Finishes		3					
	Floor Finishes		3					
	Ceiling Finishes		3					
	Doors/Hardware		3					
	Lighting/Ceiling Elements			2				
	Plumbing Fixtures			2				
	Toilet Partitions				1			
	Restroom Accessories		3					
	Counters, Cabinetry & Built-in elements		3					
104	Women's Restroom & Showers							B
	Wall Finishes		3					
	Floor Finishes		3					
	Ceiling Finishes		3					
	Doors/Hardware		3					
	Lighting/Ceiling Elements			2				
	Plumbing Fixtures			2				
	Toilet Partitions				1			
	Restroom Accessories		3					
	Counters, Cabinetry & Built-in elements		3					

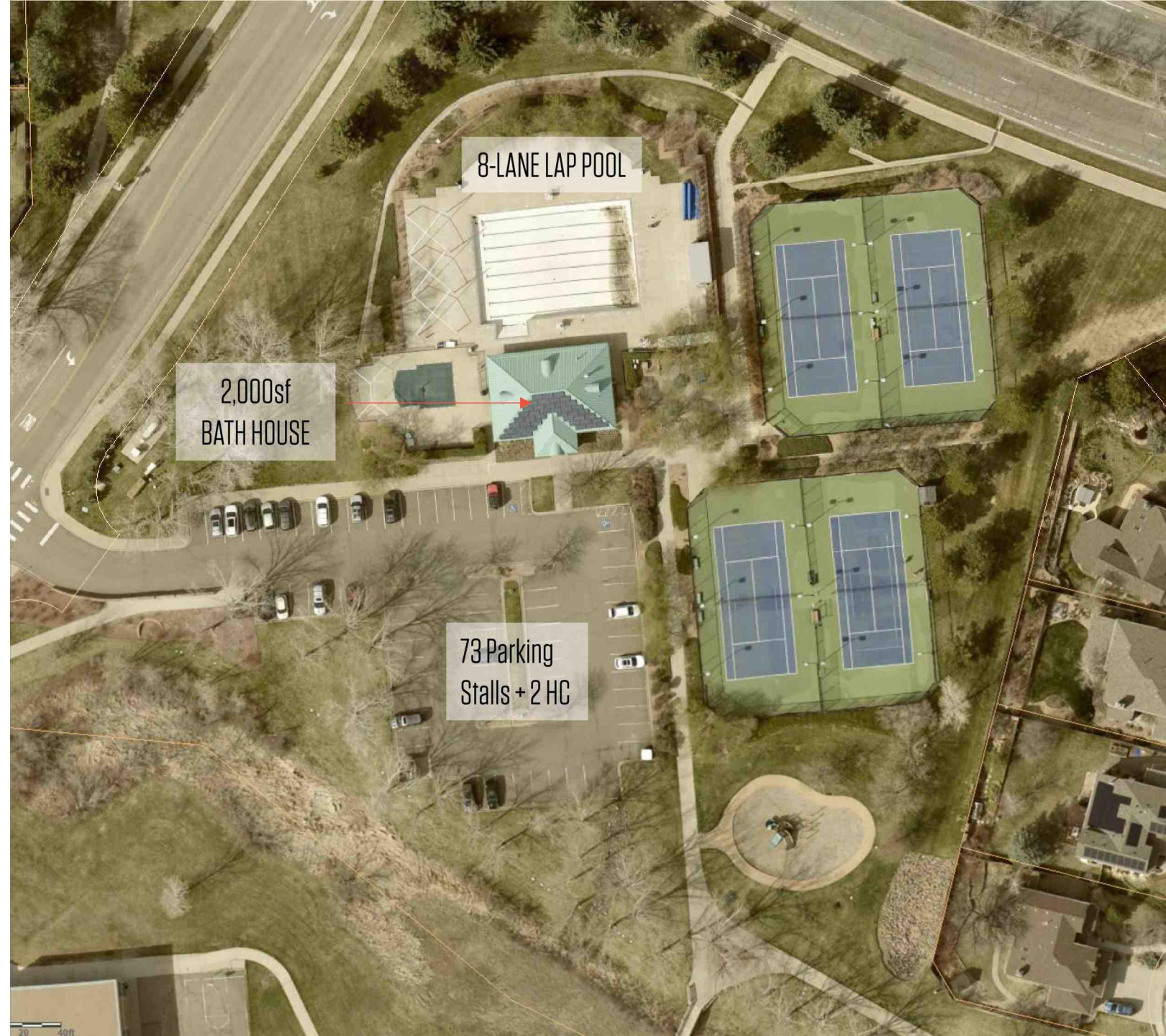
The background image shows an outdoor swimming pool with lane lines. In the background, there is a single-story building with a green metal roof and a small arched window. Several people are standing near the building. The scene is set in a park-like area with trees and a clear sky.

NORTH POOL ASSESSMENT

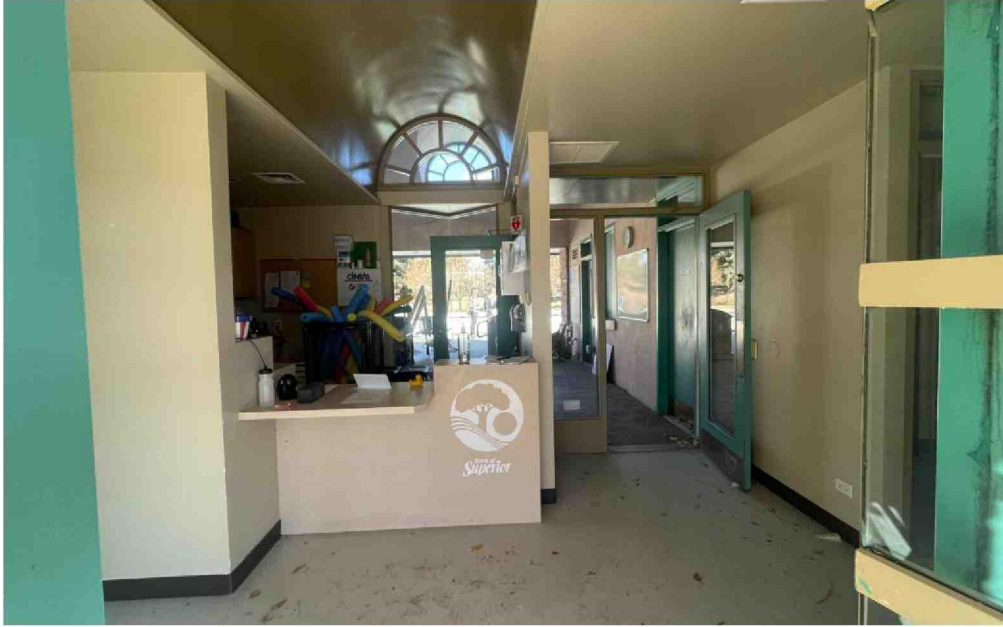
SUPERIOR'S NORTH POOL

1650 S. INDIANA ST. SUPERIOR, CO 80027

- This **165,000 gallon, 8-lane lap pool** is currently operating seasonally from Memorial Day to Labor Day. The roughly **2,000 SF bathhouse** is a non-insulated, seasonal building.
- Facility has been well maintained with improvements made over the years. Building structures are in very good shape for their age.
- Most notable spaces that are **lacking in quantity and/or quality** are **family changing rooms, lifeguard / staff areas, & storage spaces**. Office and support space is not adequate for managing this facility.
- Most notable pool equipment items that are in need of **replacement/repair** are the **skimmers, filtration & sanitation systems, mechanical systems, equipment/chemical space**, and the **pool interior finish**.
- Most notable aquatic features that are **outdated or lacking** are the **wading pool, shade structures**, and **interactive aquatic features**.
- Most notable building systems that are **insufficient or outdated** are **year-round operating capabilities (electrical service, heating + insulation), plumbing systems**, and **interior and deck lighting**.



FACILITY ASSESSMENT RESULTS

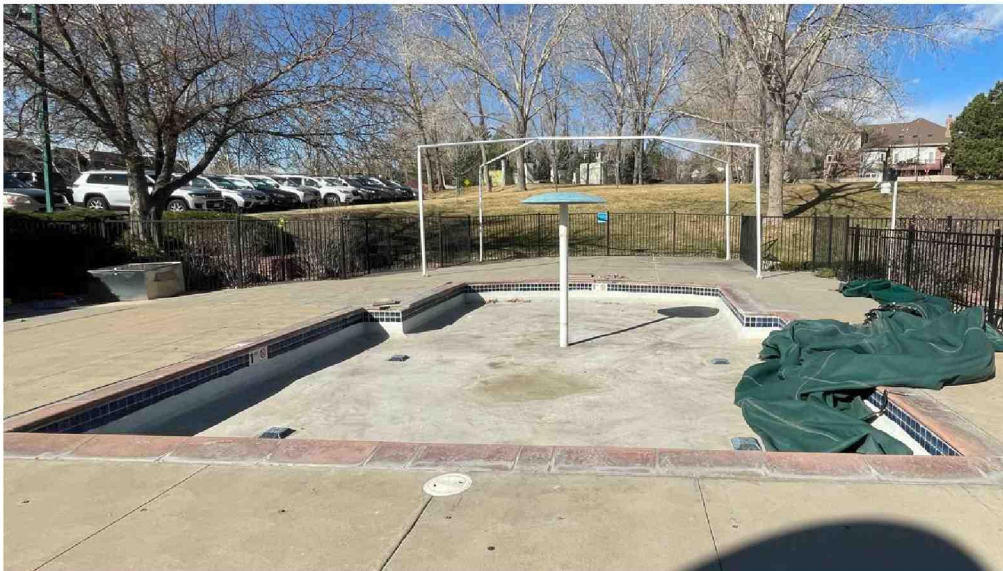


Repair

- Pool shell finish
- Lot paving that does not meet accessibility slope requirements

Renovate

- Restroom & Staff Areas - ADA and code compliance
 - Lobby & check-in area



Replace

- Pool skimmers – replace with a perimeter gutter system
 - Pool mechanical equipment
- Wading pool - replace with a splash pad
- Entry doors with automatic openers
 - Entry desk and casework
 - Damaged concrete areas

ADDITIONAL CONSIDERATIONS



Consider

- Add electric heaters for the pool
- Year-round operations for pool and bathhouse
- Upgrade electrical service to 3 phase power
- Upsize plumbing system to 2" water service
 - Additional bike racks
- Additional shade structures along the pool deck
 - Increase deck and pool lighting levels
 - Expand the pool mechanical room
- Change from liquid chlorine to Cal Hypo feeder system
 - Upgrade pool covers to automatic system
 - Seal coat and restriping of parking lot

SUSTAINABILITY

- Convert facility to all electric
- Replace pool pump & upgrade mechanical systems
- Upgrade building envelope & replace all glazing with new
- Upgrade to low flow plumbing fixtures for water saving reqs
 - Upgrade lighting and controls for energy efficiency
 - Add EV charging stations
 - Possible upgrades to existing solar array

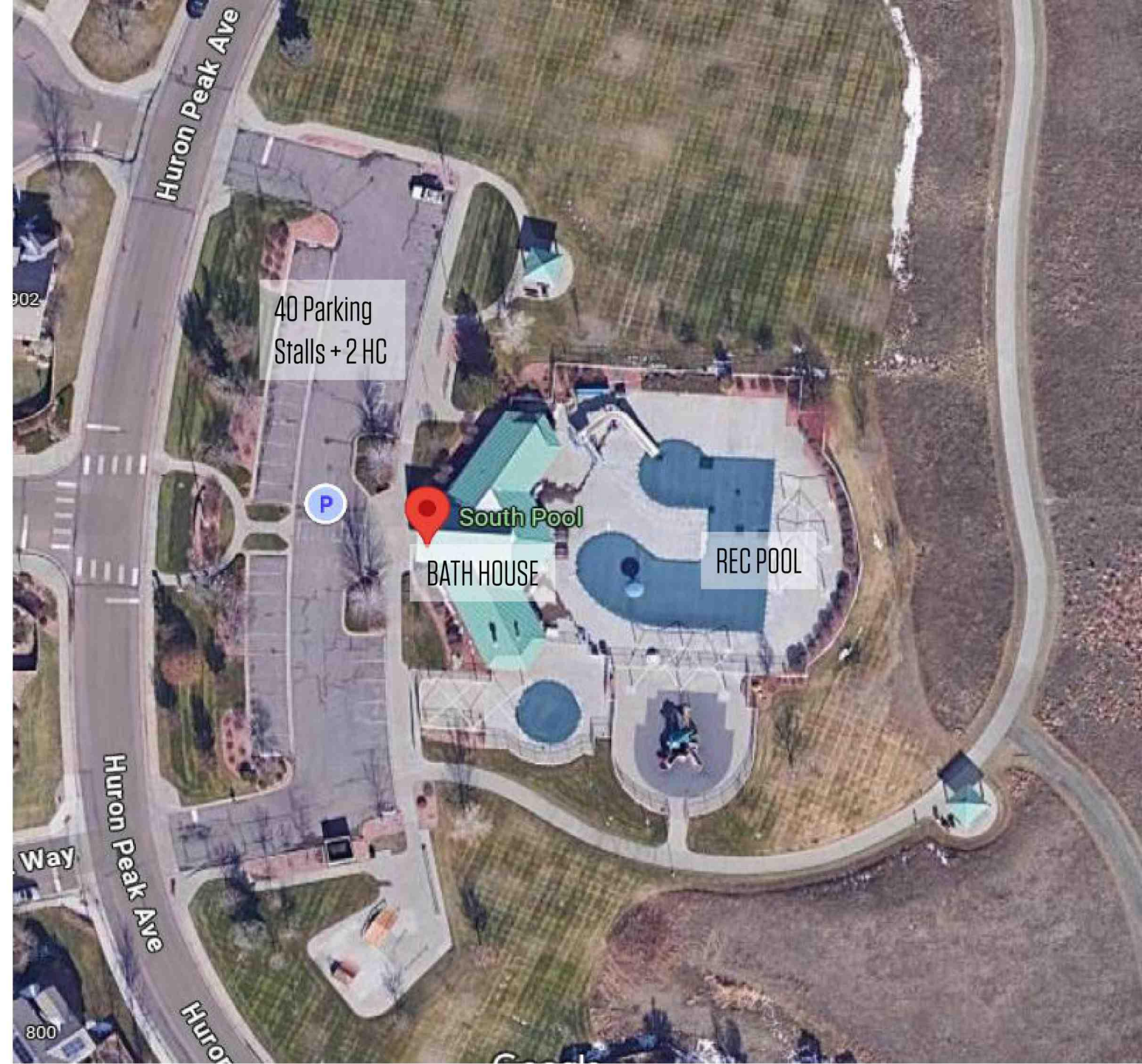
SOUTH POOL ASSESSMENT



SUPERIOR'S SOUTH POOL

3300 HURON PEAK AVE. SUPERIOR, CO 80027

- This **Leisure/Recreation Pool** is currently operating seasonally from Memorial Day to Labor Day. The **bathhouse** is a non-insulated, seasonal building.
- Facility has been well maintained with improvements made over the years. Building structures are in very good shape for their age.
- Most notable spaces that are **lacking in quantity and/or quality** are **family changing rooms**, **staff office space**, **a multipurpose room**, and **storage spaces**. Office and support space is not adequate for managing this facility.
- Most notable pool equipment items that are **outdated and in need of replacement/repair** are the **filtration system**, **water sanitation** and **deck concrete** repairs.
- Most notable aquatic features that are **outdated or lacking** are the **wading pool**, **slide & mushroom fountain**, and **shade structures**.
- Most notable building systems that are **insufficient or outdated** are **year-round operations** (heating + cooling), **plumbing** systems, and **lighting**.



FACILITY ASSESSMENT RESULTS

Repair

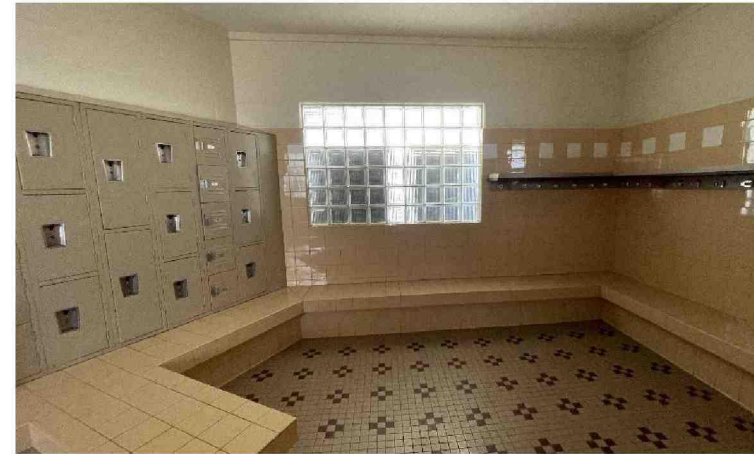
- Doors that are difficult to open
- Deck paving that limits doors from opening
- Deck paving where water is ponding

Renovate

- Locker Rooms – ADA and code compliance
 - Lifeguard & staff areas
 - Pool replastering

Replace

- Sand filter
- Pool mechanical equipment
- Entry desk and casework
- Wading pool – replace with a zero depth entry or splash pad
 - Existing slide – replace with a new slide with a run-out
 - Mushroom fountain – replace with modern play features
 - Shades – replace with permanent wind-proof structures



ADDITIONAL CONSIDERATIONS



Consider

- Add Electric heaters for the pool
- Year-round operations for bathhouse
- Upsize plumbing system to 2" water service
- Add more shade structures along the pool deck
 - Install a wind barrier
 - Increase deck and pool lighting levels
- Change from liquid chlorine to Cal Hypo feeders
- Upgrade pool covers to automatic system

SUSTAINABILITY

- Convert facility to all electric
- Replace pool circulation and pumps
 - Upgrade mechanical systems
- Replace plumbing fixtures for water saving requirements
- Upgrade lighting and controls for energy efficiency
 - Add EV charging stations
- Potential upgrades to existing solar array

NEXT STEPS

- April 30th Collect all feedback from online survey
- May 9th Town Project Team Workshop #2
- May 12th Provide an update to the Town Council



Town Board Meeting Minutes

April 14, 2025
Town Hall, 124 E. Coal Creek Drive
Superior, CO 80027
6:00 pm

Dinner with Open Space Advisory Committee

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
Council Member Stephanie Miller
Town Manager Matt Magley
Town Attorney Nicholas Hartman
Town Clerk Shannon Dujardin***

Absent:

Council Member Neal Shah

Approval of Agenda

Motion: Mayor Pro-Tem Jason Serbu moved to approve the Agenda with item 8. Koelbel Concept Plan FDP Amendments – Montmere at Autrey Shores being pulled from the agenda, seconded by Council Member Heather Cracraft.

Vote: CARRIED. 6 – 0

Council Reports

Public comment given by:

- Susan DeVenny
- Jeff Cote via Zoom

Update on Coyote Ridge Parking Lot Project

Update on Public Works & Utilities Projects

Consent Agenda

Proclamation – Arbor Day

Proclamation – World Migratory Bird Day – Bird City Colorado

Motion: Council Member Heather Cracraft moved to approve the Consent Agenda with amendments to the Proclamation – World Migratory Bird Day – Bird City Colorado, changing “citizen” to “resident”, seconded by Mayor Pro-Tem Jason Serbu. **Vote:** CARRIED. 6 - 0

Advisory Committee Interviews – Advisory Committee for Environmental Sustainability

Koelbel Concept Plan FDP Amendments – Montmere at Autrey Shores - PULLED

Consideration of Ordinance - Chapter 16 Land Use Code Updates for Accessory Dwelling Units, Residential Occupancy, and Minimum Parking Requirements - First Reading
Public Comment given by David Harper, Planning Commissioner Chairman

A Public Comment from the Superior Chamber announcing this year's Heather Cracraft award to Council Member Jenn Kaaoush, adjournment at 9:07 pm)

Mayor Mark Lacis

Shannon Dujardin, Town Clerk



MEETING NOTES
OPEN SPACE ADVISORY COMMITTEE
February 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 Trainor (*Vice Chair*), Tracey Bain, Amber Greves, Joann Maneri, Todd Gleeson, Cristi Verbeck (via Zoom), and Jeff Wade (via Zoom). The members present constituted a quorum.

Absent: Michael McDonnell

Staff present: Phary Om (*Staff Liaison*) and Leslie Clark (*PROS Director*)

Trustee Liaison present: Heather Cracraft (*substituting for Mike Foster*)

b. Approval of Agenda (6:05): The Chair asked for any corrections or additions to the Agenda. None being offered, the Agenda was approved by consensus.

c. Public Comment (limit 5 minutes/person) (6:07): No members of the public were in attendance, either personally or virtually.

3. Discussion Items

a. Staff Updates [Leslie/Phary] (6:02): Leslie Clark noted that (1) construction on the pedestrian bridge to Grasso Park is scheduled to begin on March 3rd, depending on the weather; and (2) related to our Open Space Management Plan, on Monday the Town Council heard excellent presentations on the Town's Comprehensive and the Transportation Plans. Phary Om noted that (1) at Purple Park, from 9am to noon on Saturday, May 17, our first World Migratory Bird Day event will be held, in our quest to obtain our Bird City certification. Staff will attend, and committee members are also asked to attend. *A motion was made, duly seconded, and unanimously approved to recommend to the Council that the sum of \$500 be allotted for the purchase of raffle items and brochures for the event, which includes National Trails Day;* (2) The National Trails Day event will be held from 9am to noon on Saturday, June 7, at the Coalton Trailhead; (3) A CitSci page will be added for Weed Warriors this season; (4) As an update on yesterday's breakfast with Butterfly Pavilion, we met with Open Space representatives of several municipalities and shared information regarding goals, mutual assistance, etc; (5) Todd Gleeson inquired as to results from any study as to the long-term effects of goat-grazing, and Leslie noted that no report from Butterfly Pavilion's UPP (Urban Prairies Project) has been received yet. Several committee members and staff noted that there are several groups and individuals (including Butterfly Pavilion) provide monitoring of properties, wetlands, etc. Phary noted that training is available through Butterfly Pavilion for anyone who wants to

do monitoring, and participation is encouraged; (6) In anticipation of a fishing clinic program, a CPW officer is verifying whether one of the ponds would support fish; options are being explored; (7) People are reminded and encouraged to sign up for our various open space nature programs. A very good Eco-Ranger Wildlife Awareness program was recently held with four people showing up; (8) Owl Prowl will be held on Friday, April 11 at 7:15pm-8:15pm at Community Park Basketball Court; (9) A hunter education program hosted by CPW officers is being planned for June.

- b. Friends of Coal Creek Update (6:29):** Casey Lyons, Executive Director of Friends of Coal Creek, presented the organization's 10-year plan to complete a Coal Creek Pollinator District, which will consist primarily of a connected series of "co-habitat circles" along Coal Creek (35 miles) from Golden to Erie. Various communities that share a "creek and habitat mindset," including Superior, are expected to collaborate in completing the district, which will be administered by Butterfly Pavilion. The goals for Superior are described in the brochure "Superior: A Place for Pollinators." For more information, visit the [Friends of Coal Creek website](#) or by emailing friendsofcoalcreek@gmail.com. A program regarding the project will be presented on April 8 from 6:00pm to 7:30pm at the Louisville Recreation Center. This program is aimed for Louisville and Superior residents. Participation is encouraged.
- c. Coyote Ridge Parking Lot (6:57):** Leslie noted that the ADA trail is to be shifted a bit north to avoid the CDOT right-of-way. There is room for 24 parking spaces, but they do not all have to be marked out. A few of these spaces will be handicapped/ADA parking.
- d. Discussion of Marketing our community outreach events, programs, and open space amenities (7:07):** Discussion was held on the marketing aspects of the goat-grazing program and of a survey for the Open Space Management Plan.
- e. Work Plan Follow up [post board review] (7:14):** Discussion was held on the Work Plan logistics, and Kara noted that we have the greenlight to proceed.
- f. National Trails Day Planning (7:20):** June 7, as noted in 3(a) above. A general discussion was held regarding the activities and planning.
- g. Trails/Open Space Requests to Boulder County (7:21):** Leslie noted that no decisions have been made yet on last year's requests, which were small and involved the Marshall Road underpass and the Industrial Mine Trail.
- h. Questions for community outreach for Open Space Management Plan – Goals and Definitions (7:22):** Discussion was held regarding what kinds of questions should be asked in the upcoming survey. Todd Gleeson asked whether we would get more useful information if we delay the survey until we have a draft of the Plan. Leslie noted her preference to do a basic survey up front before we draft the Plan, which is expected to be ready in March.
- i. Rodenticides Campaign Plan/Policy Recommendation (7:47):** Leslie noted that staff is reviewing the draft document to be sure that the Town's internal pest programs align with the proposed policies before giving the proposed Plan and Policy to the Council. Phary further noted that CPW has rules and regulations on the trapping, moving, and dropping off of animals. CPW can offer any assistance and answer questions.
- j. OSAC Roundtable (7:55):** Tracey noted a walk with Peter Ruprecht, identifying raptor nestings. etc. Leslie noted that there is a quantity of deadwood, in the open space west of 3rd Avenue and that the present damaged trees are a risk. Heavy equipment will be used to remove them and will cause a little bit of disruption. Joann noted that the wildlife subcommittee met in January and that they will conduct a walk at 11:00am on Thursday, February 20 at the Oerman-Roche trailhead. Kara noted that she attended the Marshall Fire Subcommittee meeting on Feb 24, mentioning that the site options for the fire memorial are Founders Park and Oerman-Roche, and that the Open Space requirements would have to be met for either site. Phary noted that we will have a goat meet and greet on March 1, from 11am to 2pm. People should be reminded to avoid the electric fence, keep pets away from goats and fence, stay out of the enclosure and be respectful of the

vendor and goats. People are encouraged to attend, ask questions and feed the goats with the food provided by the vendor only.

k. Reminders (8:04): None

4. Updates (8:04)

a. Rocky Mountain Greenway (Rocky Flats) *Status of overall trail connections?*

No updates.

b. Raptor Program: No updates.

c. Wildlife Monitoring Program: Tracey noted that no feedback has been received on the monitoring. Leslie noted that a coyote was in the goat enclosure, but the goat herders will avoid the area.

d. Trail Etiquette: Leslie noted that twelve types of etiquette signs are being made, designed to be placed in various types of locations.

e. CitSci Update: No updates.

f. Wildfire Update: No updates.

g. Prairie Dog Plan Update: No updates.

h. Grant Asks: Leslie noted that the Town has succeeded in getting the goat program funded through a 3-yr Strategic Fuels Mitigation grant.

i. Communications Update (for Kevin Colon): None

5. Adjourn: The Chair declared the meeting finally adjourned at 8:15 pm.



**MEETING NOTES
OPEN SPACE ADVISORY COMMITTEE
APRIL 9, 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:** The meeting was called to order by the Chair at 6:00pm
2. **Preliminary Matters**
 - a. **Roll Call (6pm)**

Present: Kara Neuse (Chair), Rita Trainor (Vice Chair), Joann Maneri, Amber Greves, Todd Gleeson, Tracey Bain, Michael McDonnell, Jeff Wade and Cristi Verbeck. The members present constituted a quorum.

Absent: None

Staff Present: Leslie Clark (PROS Director), Phary Om (Ranger/Staff Liaison)

Town Council Liaison present: Mike Foster
 - b. **Agenda Approval (6:01):** The chair asked for any corrections or additions to the Agenda. None being offered, the agenda was approved by consensus.
 - c. **Public Comment (6:02):** No members of the public made public comment, either personally or virtually.
3. **OSAC Discussion Items**
 - a. **Staff Updates [Leslie/Phary] (6:02) Leslie:** The First Avenue pedestrian bridge was installed on Tuesday and trail connections on both sides still need to be installed. Fiber is coming to town and workers will be accessing open space throughout Town to complete trenching up along homeowners' fence lines. The project on McCaslin is a water main project that will hopefully be complete by the end of May. The goats have moved on to another project and the town is re-bidding for vendors for summer goat grazing. Leslie and Phary met with residents Boulder County to discuss a prairie dog barrier to discourage an open space colony from dispersing north toward the homes. This will potentially be a Youth Corps summer project. The CDOT parking lot at Coyote Ridge Open Space is coming along and a next step will be to determine what signage to place there. Tracey asked about whether had been any discussion of replacing vegetation/trees along the Coal Creek corridor following the extensive removal of habitat that occurred. We met with Boulder County on the P-dog fence, residents were not there.
(6:11) Phary: Upcoming programs include the Owl Prowl this Friday, 4/11 from 7:15pm-8:15pm and Nature Journaling will be 4/19 from 10am-noon at Oerman Roche Trailhead. Arbor Day events will occur on Saturday, 4/26, from 10am-noon at Purple Park. A kids' fishing clinic will be held on 5/4, 9am-noon (ages 16-17 need a fishing license and adults could assist) at Purple Park in Pond 5 (Pitkin and Rock Creek Pkwy) in conjunction with CPW. Two volunteer projects related to pollinators will be held in conjunction with Friends of Coal Creek on 5/10 and 5/13 from 10am-1:30pm at Purple Park. 55 pounds of trash were picked up along Coal Creek in Original Town by the Wildlife Encouragement Team!

- b. **National Trails Day Planning (6:27):** National Trails Day is scheduled for June 7th at Coalton Trailhead, 9am-noon. Some vendors did not respond to Phary by the deadline so there are some latecomers. There are 9 confirmed vendors currently. HawkQuest was already booked, so Phary is looking for alternatives for a raptor vendor. There will be reptiles and goats present.
- c. **Trails/Open Space Requests to Boulder County (6:33):** Town staff has not been updated on Boulder County's deadline for submission. Michael asked about how OSAC might obtain input/technical assistance from Boulder County regarding specific trail alignment or redesigns for Coyote Ridge Open Space. There is some budget money allocated for implementing recommendations set forth in the Coyote Ridge Master Plan. This item will be continued on the OSAC agenda in May.
- d. **Migratory Bird Day Planning (6:41):** This event will be held on May 17th at Purple Park, 9am-noon. There are 15 vendors confirmed. Environment of the Americas is the entity presenting the certification to the Town. Signs (2) may be placed with Tree City signs.
- e. **Open Space Management Plan (6:47):** The consultants have made progress on the public survey and it is almost ready. The goal is to open the survey around Arbor Day and keep it open through National Trails Day so it can be promoted through these events. Leslie has been helping with categorizing properties and describing their ecological makeup to assist with the definitions used in the plan. There has been discussion around how to integrate some of OSAC's reference documents and position papers. One of the consultants has some preliminary mapping of wetlands within the Town.
- f. **Open Space Classifications Feedback for Town's Comprehensive Plan (6:55):** Town staff indicated that currently, from a land use perspective, open space is referred to as "Parks and Open Space" in the Comprehensive Plan. OSAC will link to the Comprehensive Plan in some capacity with respect to more specific definitions.
- g. **Naming Trails (7:01):** During the March meeting, OSAC discussed the idea of naming trails throughout the Town. There are wayfinding signs and some trails that are named. The group further discussed some potential processes for embarking on this. For example, it would be beneficial to determine if there are patterns, themes, historical connections, or nature-related perspectives.
- h. **Town Council Meeting Issues (7:09):** OSAC's annual dinner with Town Council is 4/14 at 6pm. The team will keep this on the agenda for after the dinner is held.
- i. **Rodenticides Campaign Plan/Policy Recommendation (7:11):** Tracey shared that there are a number of upcoming mentions and articles around rodenticides that will be appearing in the PROS newsletter, Superior Sentinel, and standalone social media posts. Leslie spoke with the Town's pest vendor about alternatives to rodenticides, and the vendor is researching the costs for birth control products to place in the black boxes. In the meantime, the black boxes that service town property will remain, but the vendor is sticking them with "no poisonous bait" and replacing rodenticide bait with sticky pads. The alternative is looking at population control versus killing the animals. Trapping cannot feasibly be completed on the scale it sometimes needs to be around Town. Tracey wrote a second article for the Friends of Coal Creek blog that is a follow-up article to the first one and that references OSAC's and WET's work with the Town. For black boxes on commercial properties, OSAC could possibly work with the Chamber to communicate with property management companies.
- j. **Floating Islands for Ducks and Geese, volunteer only project? (7:22):** Joann mentioned a contact via the Wildlife Encouragement Team who is willing to build islands as habitat for geese and ducks during breeding season. Town Staff would be open to a proposal and further discussion with OSAC.
- k. **OSAC Roundtable (7:28):** Joann: Thanked Phary for the equipment provided to the Wildlife Encouragement Team for the trash cleanup along Coal Creek. Rita noted that she and Todd are working on updating the trail continuity documents. They will come back to OSAC with recommendations and suggestions for the budget process. Cristi/ Michael: briefly spoke about

the topic of fundraising for the Marshall Fire remembrance memorial. Mike Foster: There will be proclamations for Arbor Day and Migratory Bird Day on the 4/14 Town Council agenda. At the same meeting, Town Council will be considering the issuance of bonds to complete capital projects related to Rock Creek Pkwy, pools, etc. There will be public meetings about the pools, including on 4/16.

1. **Reminders (7:39):**

3.1.1 **Dinner with Town Council Topics-** OSAC's annual dinner with Town Council is 4/14 at 6pm, Town Hall. The team discussed topics for the agenda, including mission and focus as a committee/OSAC priorities, needed resources, staff support, support for initiatives, land acquisition and Town 15 zoning, retention of dead trees for habitat and commitment to exploring restoration along Coal Creek.

3.1.2 **Arbor Day Event-** Discussed earlier in the agenda.

3.1.3 **Migratory Bird Day-** Discussed earlier in the agenda.

4. **Standing Updates (7:58):**

a. **Rocky Mountain Greenway (Rocky Flats)-** None

b. **Raptor Program-** None

c. **Wildlife Monitoring Program-** Tracey shared a video of a bobcat family from a wildlife monitoring volunteer. More minks are being sighted near Hodgson-Harris Reservoir, and they are hunting prairie dogs. Joann spotted a muskrat or mink today at Bowe's Pond. The wildlife camera may need to be moved.

d. **Wildfire Update-** Cristi shared that there was a communication from Rock Creek HOA around promoting mulch, which is a known fire hazard.

e. **Prairie Dog Plan Update-** Amber shared that the Army has not yet decided about whether Pueblo Chemical Depot will be receiving relocated prairie dogs this year as part of the black-footed ferret reintroduction program. Amber also raised concerns about new burrows and prairie dog dispersal along McCaslin past the Coalton Trailhead, as mowing has eliminated the visual barrier that previously discouraged dispersal in this direction. Amber asked about potential options for restoring a visual barrier.

f. **Habitat Preservation Update-** None

g. **Grant Asks-** Leslie shared a document from the Town's Grants Administrator regarding grant resources, information, and considerations.

h. **Migratory Bird Day Activity** - A possible activity could be matching the name to the bird.

i. **Communications Update (for Kevin Colon)** - The trail etiquette communications will continue.

5. **Adjourn:** The Chair declared the meeting adjourned at 8:12.



ITEM NO. 6c

INFORMATION FOR MEETING OF THE SUPERIOR TOWN COUNCIL

AGENDA ITEM NAME: Approval of an Ordinance that authorizes a Quit Claim Deed of any Interest in the Turnbull Property located at 1599 S 76th Street

MEETING DATE: April 28, 2025

PRESENTED BY: Renae Stavros, Interim Planning & Building Director
Nick Hartman, Town Attorney

PRESENTED FOR: First Reading

SUMMARY:

The surveyor hired by the applicant preparing the annexation application of the Turnbull property discovered discrepancies in the various surveys prepared over the years of the Sagamore annexation/subdivision and the unannexed Turnbull property located directly to the north in unincorporated Boulder County. These discrepancies have created a significant area in question along the northern border of Sagamore into the Turnbull property. Staff worked closely with the Boulder County Surveyor to understand the issue and prepare this multi-step recommendation to rectify the error. The first step is approval of a Quit Claim Deed releasing any Town ownership interest in the Turnbull property. The remainder of the process will be described below.

BACKGROUND:

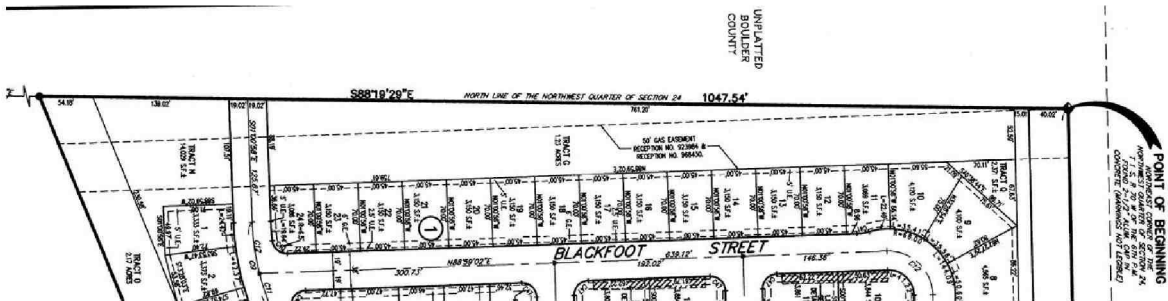
The Town annexed and platted the Sagamore subdivision in 1997 and relied on documents prepared by a licensed surveyor and a Title company. It appears the surveyor erred in the establishment of the northern boundary of the Sagamore annexation and subdivision, which resulted in platting and annexing property not owned by the applicant. The area in question is located north of the existing gas line easement and generally located north of the existing fence line separating the properties. The Town has never maintained the area north of the fence and the Turnbolls historically occupied the area north of the fence. Practically, all parties believed the fence line was the property line.

Aerial Image of Area



The area in question is platted as a portion of Tracts G, N, and O and a portion of undeveloped Cherokee Avenue right-of-way, all of which are owned by the Town. This area does not affect any private residential lots. The location of the historic property line should be located along the northern side of the existing 50' gas easement, shown as a hatched line in the image of the Sagamore Plat below.

Northern portion of Sagamore Subdivision Plat Showing Area



REQUEST:

Staff recommends approval of a Quit Claim Deed relinquishing any ownership interest in the Turnbull property as the first step in rectifying this error. Once approved, the Quit Claim Deed and accompanying Ordinance will be recorded with Boulder County.

The following steps are recommended by the Boulder County Surveyor and will occur with future land use applications to complete the process to rectify the error:

- At time of annexation, the Annexation Map should include a note referencing approval of the Quit Claim Deed with accompanying reception number, describing the error and the Town's release of property interest.
- Following annexation, either immediately or at the time of first platting of the property, the northern property line of the Sagamore subdivision should be replatted to the historic property line.

As noted above, staff, the applicant, and the County Surveyor all find that the northern property line of the platted Sagamore subdivision does not accurately reflect the property ownership, and approval of the Quit Claim Deed will formally relinquish the Town's interest. If the property were entirely annexed into the Town, a subdivision plat reestablishing the historic property line would be considered concurrently, however as the property is not annexed, the Town is legally not able to plat at this time. The approval of a Quit Claim Deed is the appropriate first step to address this area in question to make it clear that the Town should not be a party to this annexation and to provide assurance to the applicant when creating the annexation map and accompanying Planned Development zoning documents.

With regards to the Town boundary, staff and the County Surveyor find that the Town's boundary likely extends partially into the Turnbull property, however following annexation of this property, this line will be incorporated into the expanded area and no longer cause concern.

BUDGET IMPLICATIONS:

None

MOTION:

Move to approve 1st Reading of the Ordinance of the Superior Town Council of the Town of Superior, quitclaiming any interest in the property located at 1599 S 76th Street.

ATTACHMENTS:

- Ordinance
- Deed/Agreement
- Sagamore plat
- Turnbull exhibit

**TOWN OF SUPERIOR
ORDINANCE NO. O-9
SERIES 2025**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR
APPROVING THE CONVEYANCE OF ALL INTEREST IN CERTAIN REAL
PROPERTY TO JOSEPH TURNBULL**

WHEREAS, pursuant to Section 1.04(1)(c) of the Town of Superior Home Rule Charter, the Town Council is authorized to sell or dispose of real property;

WHEREAS, because of a surveying error discovered by the Town, as explained in the survey attached hereto and incorporated herein as **Exhibit A**, the ownership interest in a portion of unimproved real property described in **Exhibit B**, attached hereto and incorporated herein by this reference (the "Property"), is unclear;

WHEREAS, the Town Council finds and determines that any and all Town interest in the Property is not used or held for any governmental or municipal purpose and has never been used as a street; and

WHEREAS, the Town Council wishes to transfer all Town interest in the Property to Joseph Turnbull.

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

Section 1. Based on the foregoing findings, the Town Council hereby authorizes and approves the conveyance of all Town interest in the Property to Joseph Turnbull by quitclaim deed, in exchange for \$10.00.

Section 2. The Mayor is hereby authorized to execute a quitclaim deed for the Property, subject to approval of the Town Attorney.

Section 3. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The 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 4. Safety. This Ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

Section 5. 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

EXHIBIT A
SURVEY WITH SURVEYOR'S NOTES

EXHIBIT B
LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 13, TOWNSHIP 1 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, BOULDER COUNTY, COLORADO, WHICH BEGINS AT THE SE CORNER OF SAID SE 1/4 SW 1/4 (THE SOUTH 1/4 CORNER OF SAID SECTION 13); THENCE WEST ALONG THE SOUTH LINE OF SAID SE 1/4 SW 1/4, A DISTANCE OF 930.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF AN ABANDONED RAILROAD; THENCE NORTHWESTERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID ABANDONED RAILROAD A DISTANCE OF 225.80 FEET, MORE OR LESS, TO A POINT WHICH LIES 210.00 FEET NORTH OF THE SOUTH LINE OF SAID SE 1/4 OF THE SW 1/4; THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID SE 1/4 SW 1/4, A DISTANCE OF 1013.00 FEET TO A POINT ON THE EAST LINE OF SAID SE 1/4 SW 1/4 OF SECTION 13; THENCE SOUTH ALONG THE EAST LINE OF SAID SE 1/4 SW 1/4 A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THE EAST 25.00 FEET THEREOF, IN USE AS A PUBLIC WAY, COUNTY OF BOULDER, STATE OF COLORADO.

QUITCLAIM DEED

This Quitclaim Deed is made and entered into this ____ day of _____, 2025, by and between the Town of Superior, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, CO 80027 (the "Grantor") and Joseph Turnbull, an individual landowner with an address of P.O. Box 682, Jal, New Mexico, 88252 (the "Grantee").

Witness that the Grantor, for and in consideration of the sum of \$10.00, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell and Quitclaim unto the Grantee, its successors, and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with any improvements thereon, located in the Town of Superior, County of Boulder and State of Colorado, described as follows:

*See **Exhibit A*** attached hereto and incorporated herein by this reference.

Subject to all, if any, valid easements, rights of way, covenants, conditions, reservations and restrictions of record.

To have and hold the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, and its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has executed this Quitclaim Deed on this ____ day of _____, 2025.

TOWN OF SUPERIOR, COLORADO

Mark Lacis, Mayor

ATTEST:

Shannon Dujardin, Town Clerk

EXHIBIT A
Legal Description

THAT PORTION OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 13, TOWNSHIP 1 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, BOULDER COUNTY, COLORADO, WHICH BEGINS AT THE SE CORNER OF SAID SE 1/4 SW 1/4 (THE SOUTH 1/4 CORNER OF SAID SECTION 13); THENCE WEST ALONG THE SOUTH LINE OF SAID SE 1/4 SW 1/4, A DISTANCE OF 930.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF AN ABANDONED RAILROAD; THENCE NORTHWESTERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID ABANDONED RAILROAD A DISTANCE OF 225.80 FEET, MORE OR LESS, TO A POINT WHICH LIES 210.00 FEET NORTH OF THE SOUTH LINE OF SAID SE 1/4 OF THE SW 1/4; THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID SE 1/4 SW 1/4, A DISTANCE OF 1013.00 FEET TO A POINT ON THE EAST LINE OF SAID SE 1/4 SW 1/4 OF SECTION 13; THENCE SOUTH ALONG THE EAST LINE OF SAID SE 1/4 SW 1/4 A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THE EAST 25.00 FEET THEREOF, IN USE AS A PUBLIC WAY, COUNTY OF BOULDER, STATE OF COLORADO.

SAGAMORE

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF SUPERIOR COUNTY OF BOULDER, STATE OF COLORADO

FINAL PLAT

SHEET 1 OF 2

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT ESTATES NORTH PARTNERSHIP, A COLORADO GENERAL PARTNERSHIP, IS THE OWNER AND MARGARET HALL TOLSON, HOLDER OF DEED OF TRUST OF THAT REAL PROPERTY SITUATED IN SUPERIOR, COLORADO AND LYING WITHIN THE EXTERIOR BOUNDARY OF SAGAMORE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF SUPERIOR, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER CORNER OF SAID SECTION 24;

THENCE SOUTH 00°11'17" EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24 A DISTANCE OF 1227.16 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF BOULDER COUNTY ROAD 25;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES;

1. THENCE SOUTH 44°17'27" WEST A DISTANCE OF 685.36 FEET;
2. THENCE SOUTH 43°37'04" WEST A DISTANCE OF 153.79 FEET TO THE SOUTHWEST CORNER OF THAT COLORADO AND SOUTHERN RAILROAD RIGHT-OF-WAY PARCEL AS DESCRIBED IN THE BOULDER COUNTY CLERK AND RECORDERS OFFICE IN BOOK 223, PAGE 171;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID PARCEL THE FOLLOWING THREE (3) COURSES;

1. THENCE NORTH 03°05'28" EAST A DISTANCE OF 245.42 FEET TO A POINT OF CURVATURE;
2. THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 24°15'10", A RADIUS OF 1535.86 FEET AND AN ARC LENGTH OF 650.12 FEET;
3. THENCE NORTH 21°09'42" WEST A DISTANCE OF 1048.05 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 24;

THENCE SOUTH 88°19'29" EAST ALONG SAID NORTH LINE OF SECTION 24 A DISTANCE OF 1047.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 26.87 ACRES, MORE OR LESS.

THAT IT HAS CAUSED SAID REAL PROPERTY TO BE LAID OUT AND SURVEYED AS SAGAMORE, AND DOES HEREBY SELL AND CONVEY TO THE SUPERIOR METROPOLITAN DISTRICT NO. 2 IN FEE SIMPLE AND SET APART ALL THE STREET, ALLEYS, AND OTHER PUBLIC WAYS AND PLACES, AS SHOWN ON THIS PLAT, TO THE USE OF THE PUBLIC FOREVER, AND DOES HEREBY SELL AND CONVEY TO THE SUPERIOR METROPOLITAN DISTRICT NO. 2 IN FEE SIMPLE TRACTS A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, AND Q, AND DOES HEREBY SELL AND CONVEY TO THE SUPERIOR METROPOLITAN DISTRICT NO. 2 THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE INDICATED AS EASEMENTS (EXCLUSIVE OF UTILITY EASEMENTS - U.E. & G.E.) ON THIS PLAT. SAID STREETS, ALLEYS, PUBLIC WAYS AND PLACES, EASEMENTS AND TRACTS A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, AND Q ARE TO BE OWNED BY SUPERIOR METROPOLITAN DISTRICT NO. 2 UNLESS AND UNTIL SUCH TIME AS SAID DISTRICT IS DISSOLVED OR OTHERWISE FAILS TO COMPLY WITH THE TERMS OF ITS SERVICE PLAN AND, UPON SUCH DISSOLUTION OR FAILURE, OWNERSHIP IN ALL STREETS, ALLEYS AND OTHER PUBLIC WAYS AND PLACES AND ALL EASEMENTS AND TRACTS HEREBY SOLD AND CONVEYED SHALL VEST IN THE TOWN OF SUPERIOR.

OWNER

IN WITNESS WHEREOF ESTATES NORTH PARTNERSHIP, A COLORADO GENERAL PARTNERSHIP, HAS CAUSED ITS NAME TO BE HEREUNTO SUBSCRIBED BY A MEMBER, THIS 13th DAY OF November, A.D., 1997.

BY: Kent D. Carlson AS A MEMBER
KENT D. CARLSON

STATE OF Colorado }
COUNTY OF Adams } SS.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 13th DAY OF November, A.D., 1997, BY KENT D. CARLSON AS A MEMBER OF ESTATES NORTH PARTNERSHIP, A COLORADO GENERAL PARTNERSHIP.

MY COMMISSION EXPIRES 9/24/99



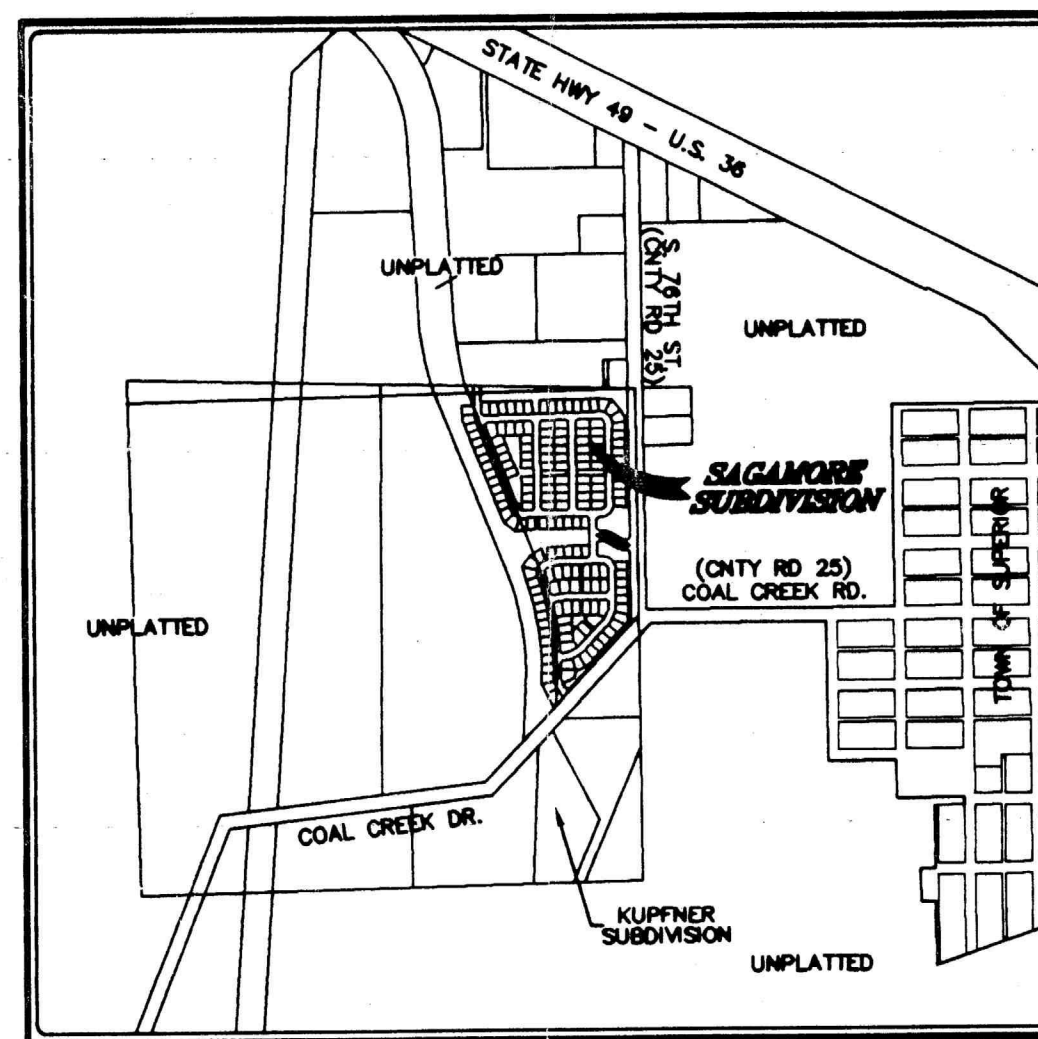
Jean Welch
NOTARY PUBLIC
12460 1st Street / Eastlake, CO
ADDRESS 80614

RESTRICTION ON CONVEYANCE AND BUILDING PERMITS

THERE SHALL BE NO CONVEYANCE, SALE, OR TRANSFER OF TITLE OF ANY LOT, LOTS, TRACT, OR TRACTS OF LAND WITHIN SAGAMORE NOR WILL THE TOWN ISSUE BUILDING PERMITS FOR ANY RESIDENTIAL LOTS UNTIL ALL OF THE FOLLOWING CONDITIONS HAVE BEEN COMPLETED.

- A. ALL PUBLIC IMPROVEMENTS WITHIN SAGAMORE INCLUDING, BUT NOT LIMITED TO ALL STREETS, CURB, GUTTER, SIDEWALKS, PAVES, DRAINAGE FACILITIES, WATER AND SEWER IMPROVEMENTS, LANDSCAPING, AND STREET FIXTURES ARE FULLY COMPLETED AND ACCEPTED BY THE APPLICABLE SUPERIOR METROPOLITAN DISTRICT, TOWN OF SUPERIOR OR OTHER GOVERNING AGENCY.

THESE CONDITIONS MAY BE FULLY OR PARTIALLY WAIVED BY THE TOWN UPON THE POSTING OF SECURITY SATISFACTORY TO THE TOWN WHICH WILL ENSURE TIMELY COMPLETION OF SUCH IMPROVEMENTS.



VICINITY MAP
SCALE 1" = 1000'

NOTES:

1. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. BASIS OF BEARINGS: BEARINGS ARE BASED THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 70 WEST OF THE SIXTH PRINCIPAL MERIDIAN ASSUMED AS BEARING NORTH 88°20'04" EAST, AND MONUMENTED AS SHOWN HEREON.
3. THERE ARE 171 LOTS, 8 BLOCKS AND 17 TRACTS IN THIS SUBDIVISION.
4. UTILITY EASEMENT ACKNOWLEDGMENT:

ALL EASEMENTS LABELED 5' U.E. ARE NON-EXCLUSIVE FIVE FOOT WIDE EASEMENTS FOR THE USE OF TELEPHONE LINES, ELECTRICAL LINES, GAS LINES, CABLES, IRRIGATION LINES, CABLE TELEVISION, CONDUITS, POLES AND POSTAL FACILITIES. OTHER UTILITIES HAVE THE RIGHT TO CROSS AT SUBSTANTIALLY RIGHT ANGLES, BUT IN NO EVENT SHALL OTHER STRUCTURES, TREES OR SHRUBS BE ALLOWED IN THE ABOVE DESCRIBED AREAS. CONCRETE DRIVEWAYS AND SIDEWALKS ARE PERMISSIBLE AS LONG AS THEY CROSS AT SUBSTANTIALLY RIGHT ANGLES AND DO NOT EXCEED 26 FEET IN WIDTH.

ALL EASEMENTS LABELED 6' G.E. ARE SIX FOOT WIDE NON-EXCLUSIVE EASEMENTS FOR THE USE OF GAS LINES, TELEPHONE LINES, ELECTRICAL LINES, CABLES, IRRIGATION LINES, AND CABLE TELEVISION. OTHER UTILITIES HAVE THE RIGHT TO CROSS AT SUBSTANTIALLY RIGHT ANGLES, BUT IN NO EVENT SHALL OTHER STRUCTURES, BE ALLOWED IN THE ABOVE DESCRIBED AREAS, EXCEPT AS SHOWN HEREON. CONCRETE DRIVEWAYS AND SIDEWALKS ARE PERMISSIBLE AS LONG AS THEY CROSS AT SUBSTANTIALLY RIGHT ANGLES AND DO NOT EXCEED 26 FEET IN WIDTH.

ALL EASEMENTS LABELED L.E. ARE NON-EXCLUSIVE EASEMENTS FOR LANDSCAPING PURPOSES AND ARE DEDICATED TO THE SUPERIOR METROPOLITAN DISTRICT NO. 2. UTILITIES HAVE THE RIGHT TO CROSS AT SUBSTANTIALLY RIGHT ANGLES, BUT IN NO EVENT SHALL OTHER STRUCTURES BE ALLOWED IN THE ABOVE DESCRIBED AREAS.

5. TRACT A WILL BE FOR PARK & DETENTION PURPOSES AND IS HEREIN DEDICATED TO THE SUPERIOR METROPOLITAN DISTRICT NO. 2. PERPETUAL MAINTENANCE OF THE TRACT BY THE DISTRICT WILL NOT BEGIN UNTIL AFTER CONSTRUCTION BY THE DEVELOPER AND ACCEPTANCE BY THE DISTRICT.
6. TRACTS B, C, D, E, F, G, H, I, J, K, L, M, P AND Q WILL BE FOR LANDSCAPING PURPOSES AND ARE HEREIN DEDICATED TO THE SUPERIOR METROPOLITAN DISTRICT NO. 2. PERPETUAL MAINTENANCE OF THESE TRACTS BY THE DISTRICT WILL NOT BEGIN UNTIL AFTER CONSTRUCTION BY THE DEVELOPER AND ACCEPTANCE BY THE DISTRICT.
7. TRACTS G, N, AND O WILL BE FOR OPEN SPACE PURPOSES AND ARE HEREIN DEDICATED TO THE SUPERIOR METROPOLITAN DISTRICT NO. 2. PERPETUAL MAINTENANCE OF THESE TRACTS BY THE DISTRICT WILL NOT BEGIN UNTIL AFTER CONSTRUCTION BY THE DEVELOPER AND ACCEPTANCE BY THE DISTRICT.
8. THE OWNERS OF PRIVATE PROPERTY CONTAINING A TRAFFIC SIGHT TRIANGLE ARE PROHIBITED FROM ERECTING OR GROWING ANY OBSTRUCTIONS OVER THREE FEET IN HEIGHT WITHIN SAID TRIANGLE AS MEASURED FROM THE HIGHEST CURB TOP ELEVATION DIRECTLY ADJACENT TO THE TRAFFIC SIGHT TRIANGLE.
9. THE OWNERS AND/OR TENANTS OF LOTS CONTAINING A DISTRICT LANDSCAPE EASEMENT ARE PROHIBITED FROM DISTURBING THE LANDSCAPING INSTALLED BY THE DEVELOPER.
10. RIGHT-OF-WAY FOR INGRESS AND EGRESS FOR SERVICE AND EMERGENCY VEHICLES IS GRANTED OVER, ACROSS, ON AND THROUGH ANY AND ALL PRIVATE ROADS AND WAYS NOW OR HEREAFTER ESTABLISHED ON THE DESCRIBED PROPERTY, AND THE SAME ARE HEREBY DESIGNATED AS FIRE LANES AND EMERGENCY AND SERVICE VEHICLE ROADS, AND SHALL BE POSTED "NO PARKING-FIRE LANE".
11. TRACT O CONTAINS A RESERVATION FOR A BOULDER COUNTY CONSTRUCTED TRAIL AS SPECIFIED IN THE QUIT CLAIM DEED RECORDED AT RECEPTION NO. 1665594 IN THE BOULDER COUNTY CLERK AND RECORDER'S OFFICE.

HOLDER OF DEED OF TRUST

I, MARGARET HALL TOLSON, DO EXPRESSLY CONSENT TO THIS PLAT, AGREE TO SUBORDINATE THE SUBJECT DEED OF TRUST TO ALL EASEMENTS GRANTED BY WAY OF THE PLAT, AND DO PARTIALLY RELEASE ALL PROPERTY INTERESTS DEDICATED IN FEE TO THE DISTRICTS AND/OR TOWN.

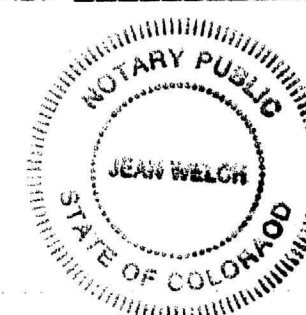
IN WITNESS WHEREOF MARGARET HALL TOLSON, HAS CAUSED HER NAME TO BE HEREUNTO SUBSCRIBED, THIS 1st DAY OF December, A.D., 1997.

BY: Margaret Hall Tolson
MARGARET HALL TOLSON

STATE OF Colorado }
COUNTY OF Adams } SS.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 1st DAY OF December, A.D., 1997, BY MARGARET HALL TOLSON.

MY COMMISSION EXPIRES 9/24/99



Jean Welch
NOTARY PUBLIC
12460 1st Street / Eastlake, CO
ADDRESS 80614

SUPERIOR METROPOLITAN DISTRICT NO. 1 CERTIFICATE

APPROVED THIS 5th DAY OF December, A.D., 1997, SUPERIOR METROPOLITAN DISTRICT NO. 1 SUPERIOR, COLORADO.

Mark D. O'Neil
PRESIDENT

SUPERIOR METROPOLITAN DISTRICT NO. 2 CERTIFICATE

APPROVED AND CONVEYANCES SET FORTH HEREIN ACCEPTED THIS 9 DAY OF December, A.D., 1997, SUPERIOR METROPOLITAN DISTRICT NO. 2 SUPERIOR, COLORADO.

Jim D. O'Neil
PRESIDENT

OWNER

ESTATES NORTH PARTNERSHIP
A COLORADO GENERAL PARTNERSHIP
12460 1st Street
Eastlake, Co. 80614
(303) 280-2978

CERTIFICATE OF TITLE

I, Karen Fletcher, AN AUTHORIZED REPRESENTATIVE OF LAND TITLE GUARANTEE CO., A TITLE COMPANY LICENSED TO DO BUSINESS IN THE STATE OF COLORADO, HAVE MADE AN EXAMINATION OF THE PUBLIC RECORDS AND STATE THAT ALL OWNERS, MORTGAGEES, AND LIENHOLDERS OF THE PROPERTY ARE LISTED IN THE CERTIFICATE OF OWNERSHIP AND DEDICATION. WE FURTHER CERTIFY THAT THERE ARE NO RECORDED LIENS OR ENCUMBRANCES NOT SHOWN ON THIS PLAT, EXCEPT ANY REAL ESTATE TAXES.

SURVEYOR'S CERTIFICATE

I, KENNETH R. SHORT, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT OF SAGAMORE TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.

Kenneth R. Short
REGISTERED LAND SURVEYOR
NO. 28286
FOR AND ON BEHALF OF
CARROLL & LANGE, INC.
DATE 11/13/97

PLANNING COMMISSION CERTIFICATE

APPROVED THIS 16th DAY OF September, A.D., 1997, TOWN PLANNING COMMISSION, SUPERIOR, COLORADO.

Deborah C. Hargens
CHAIRMAN

TOWN BOARD OF TRUSTEES' CERTIFICATE

APPROVED THIS 13th DAY OF October, A.D., 1997, BY THE BOARD OF TRUSTEES, SUPERIOR, COLORADO. THIS APPROVAL DOES NOT GUARANTEE THAT THE SIZE OR SOIL OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT MAY BE ISSUED. THIS APPROVAL IS WITH THE UNDERSTANDING THAT ALL EXPENSES INVOLVING NECESSARY IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, LANDSCAPING, CURBS, GUTTERS, STREET LIGHTS, STREET SIGNS, AND SIDEWALKS SHALL BE FINANCED BY OTHERS AND NOT THE TOWN OF SUPERIOR.

ATTEST: Phyllis L. Hardin TOWN CLERK
Ted J. Asti MAYOR

NOTICE OF APPROVAL - VESTED RIGHTS

THIS PLAN CONSTITUTES A SITE-SPECIFIC DEVELOPMENT PLAN AS DEFINED IN 24-68-101, et. seq. C.R.S. AND ARTICLE XIV OF CHAPTER 16 OF THE SUPERIOR MUNICIPAL CODE. THE TERMS AND CONDITIONS OF SUCH APPROVAL ARE CONTAINED IN RESOLUTION NO. 97-R-51 ADOPTED BY THE TOWN BOARD OF TRUSTEES ON October 13, 1997 AND AVAILABLE AT THE SUPERIOR TOWN HALL, 124 E. COAL CREEK DRIVE, SUPERIOR, COLORADO.

CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT 1:00 PM O'CLOCK, December 2, 1997, A.D., 1997, AND IS DULY RECORDED.

Phyllis L. Hardin
TOWN CLERK

COUNTY CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO }
COUNTY OF BOULDER } SS.

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT 11:52 AM O'CLOCK, December 10, A.D., 1997, AND IS DULY RECORDED IN

RECEPTION NO. 1754568 FILM NO. N/A PLAN FILE # P-42 F-2 #8;9
Fee \$21.00

Charlotte Houston
RECORDER

Carol Jacobson
DEPUTY

DEVELOPER/APPLICANT

KAUFMAN & BROAD
8101 E. Bellevue Avenue Suite G
Denver, Co. 80237
(303) 220-6000

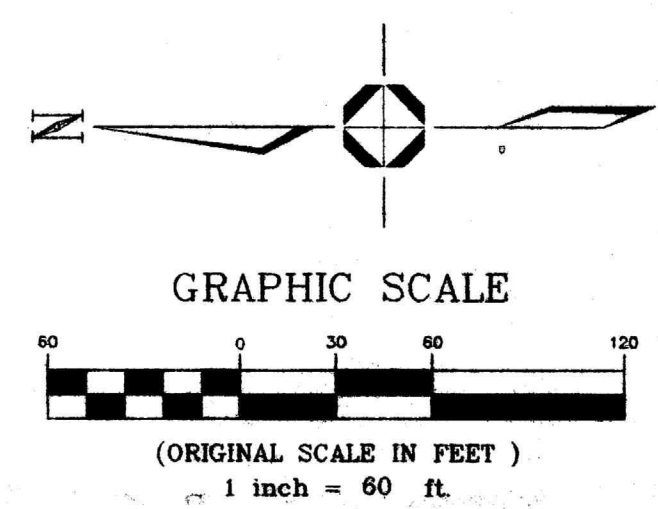
ENGINEER/SURVEYOR

Carroll & Lange
Professional Engineers & Land Surveyors
185 South Union Blvd., Suite 156
Lakewood, Colorado 80228
(303) 380-0200

P-42 F-2 #8 (1 of 2)

SAGAMORE
A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 24,
RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF SUPERIOR
COUNTY OF BOULDER, STATE OF COLORADO

UNPLATTED
TOWN OF SUPERIOR
FINAL PLAT
SHEET 2 OF 2



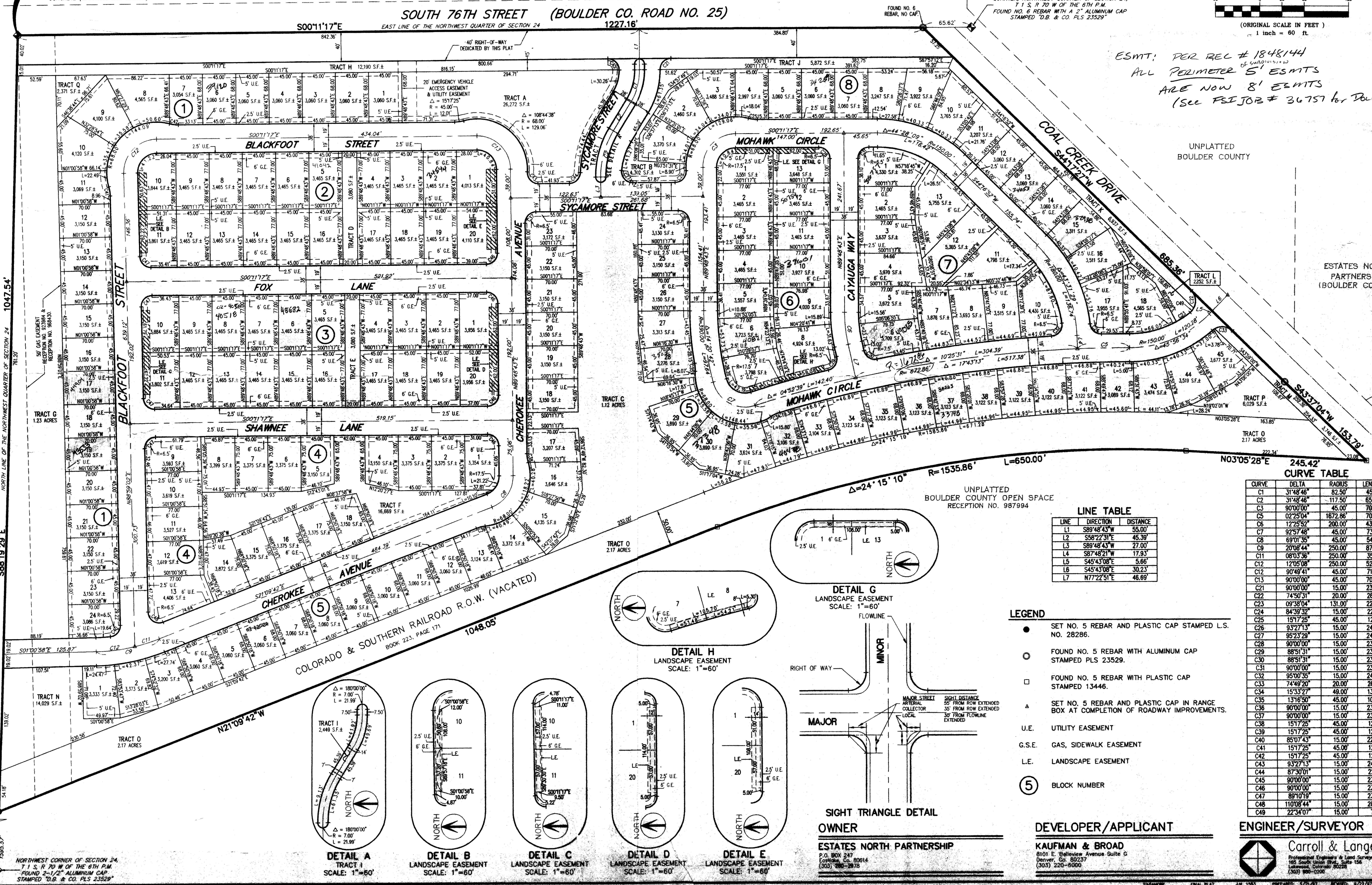
POINT OF BEGINNING
NORTHWEST CORNER OF THE
NORTHWEST QUARTER OF SECTION 24,
T. 1 S. R. 70 W. OF THE 6TH P.M.
FOUND 2-1/2" ALUM. CAP IN
CONCRETE (MARKINGS NOT LEGIBLE)

SOUTHEAST CORNER OF THE NORTHEAST
QUARTER, NORTHWEST QUARTER OF SECTION 24,
T. 1 S. R. 70 W. OF THE 6TH P.M.
FOUND NO. 6 REBAR WITH A 2" ALUMINUM CAP
STAMPED "D.B. & CO. PLS 23529"

ESMT: PER REC # 1848144
ALL PERIMETER 5' ESMTS
ARE NOW 8' ESMTS
(SEE PSIJOB # 36751 for Document)

UNPLATTED
BOULDER COUNTY

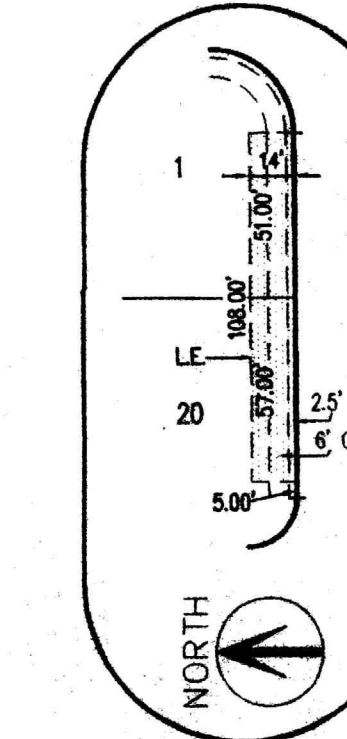
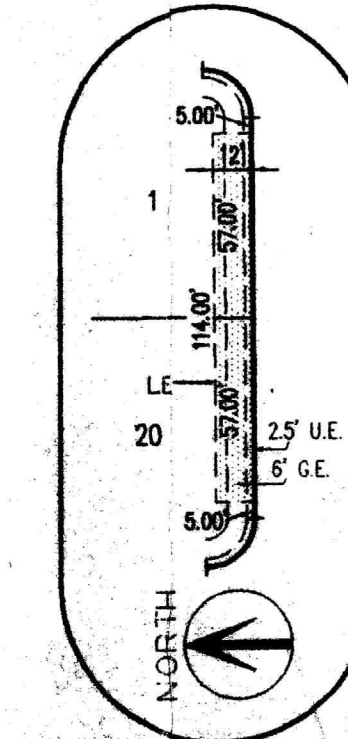
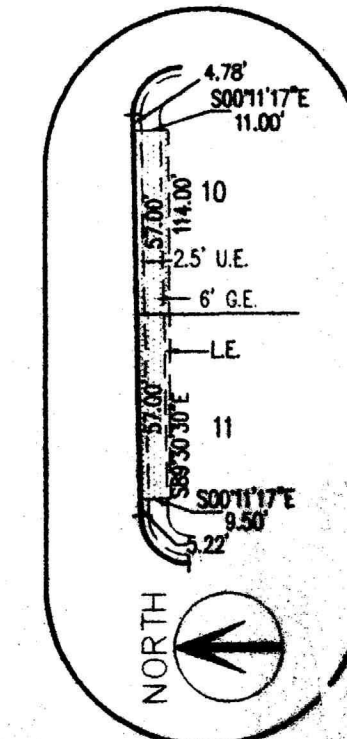
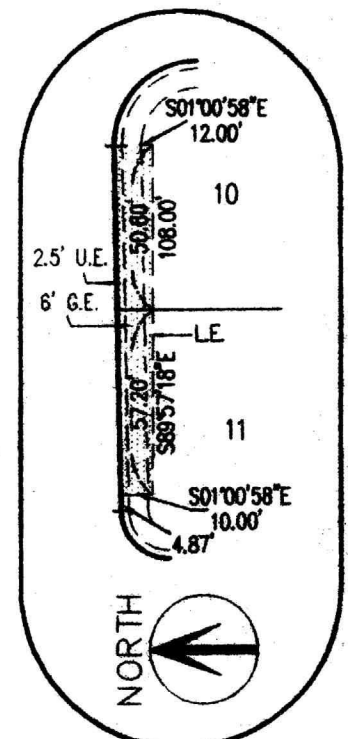
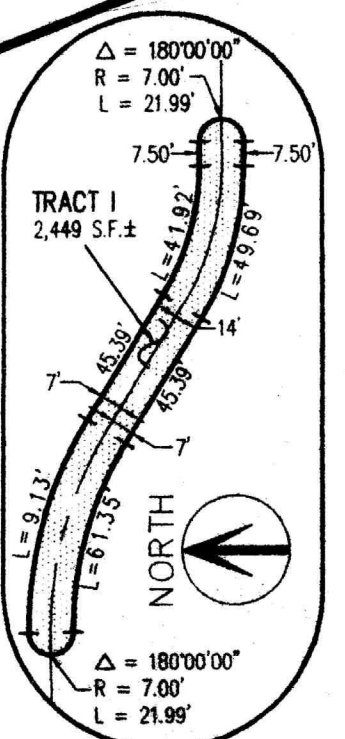
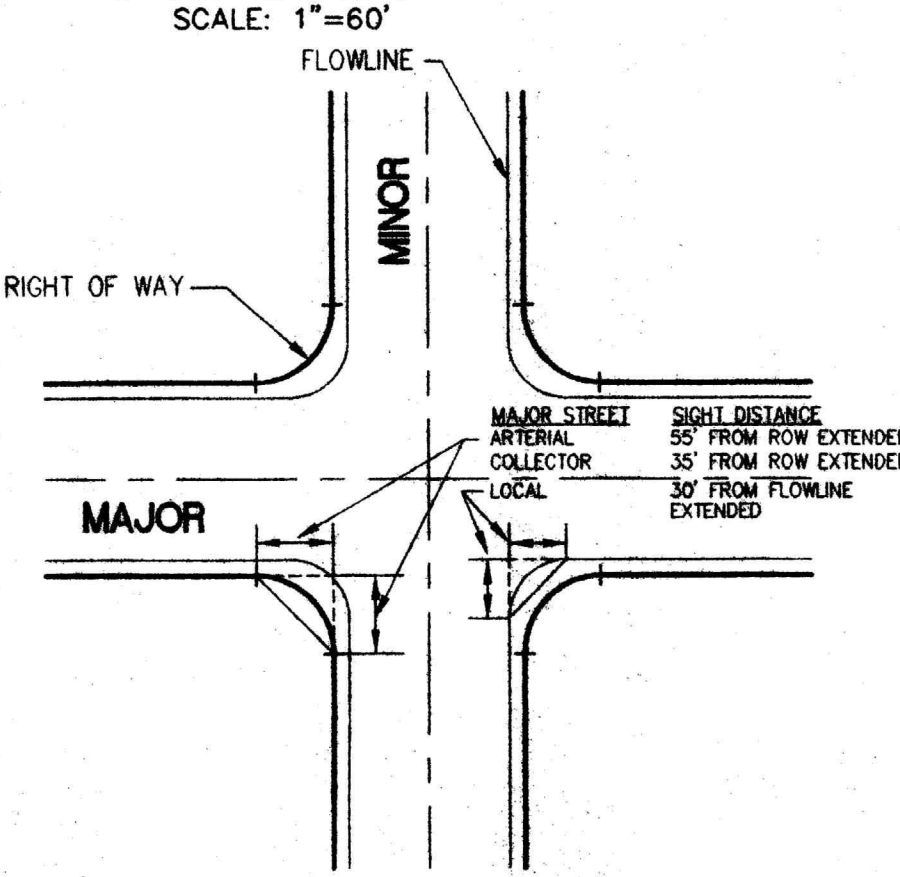
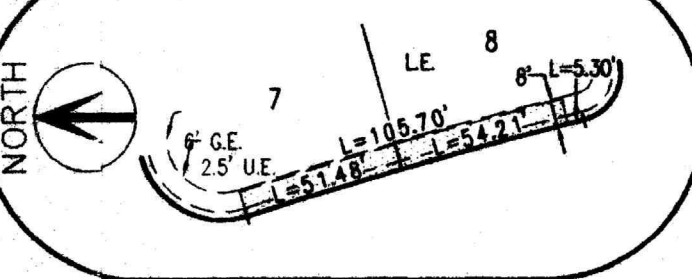
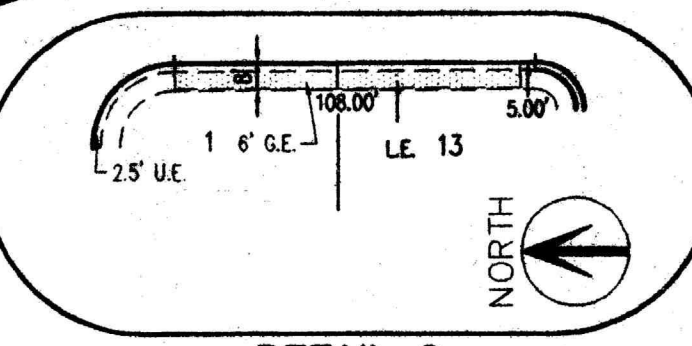
ESTATES NORTH
PARTNERSHIP
(BOULDER COUNTY)



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	31°48'46"	82.50'	45.81'
C2	31°48'46"	117.50'	65.24'
C3	90°00'00"	45.00'	70.69'
C4	02°25'04"	1672.66'	43.39'
C5	12°25'52"	200.00'	73.01'
C6	25°57'46"	45.00'	54.21'
C7	69°01'35"	45.00'	87.90'
C8	20°08'44"	250.00'	35.17'
C9	08°03'36"	250.00'	52.73'
C10	12°05'08"	45.00'	71.34'
C11	90°00'00"	45.00'	70.69'
C12	90°00'00"	15.00'	23.56'
C13	74°50'31"	20.00'	26.12'
C14	09°38'04"	131.00'	22.03'
C15	84°39'32"	15.00'	22.16'
C16	15°17'25"	45.00'	12.01'
C17	93°27'13"	15.00'	24.47'
C18	85°23'29"	15.00'	24.97'
C19	90°00'00"	15.00'	23.56'
C20	88°51'31"	15.00'	23.26'
C21	88°51'31"	15.00'	23.26'
C22	90°00'00"	15.00'	23.56'
C23	74°49'20"	20.00'	26.12'
C24	15°33'27"	49.00'	13.30'
C25	13°16'50"	45.00'	10.43'
C26	90°00'00"	15.00'	23.56'
C27	15°17'25"	45.00'	12.01'
C28	15°17'25"	45.00'	12.01'
C29	85°07'43"	15.00'	22.29'
C30	15°17'25"	45.00'	12.01'
C31	15°17'25"	45.00'	12.01'
C32	93°27'13"	15.00'	24.47'
C33	87°30'01"	15.00'	22.91'
C34	90°00'00"	15.00'	23.56'
C35	90°00'00"	15.00'	23.56'
C36	89°10'19"	15.00'	23.35'
C37	110°08'44"	15.00'	28.84'
C38	22°34'07"	15.00'	7.88'

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	S89°48'43"W	55.00'
L2	S58°22'31"E	45.39'
L3	S89°48'43"W	27.00'
L4	S87°48'21"W	17.93'
L5	S45°43'08"E	5.66'
L6	S45°43'08"E	30.23'
L7	N77°22'51"E	46.69'

- LEGEND
- SET NO. 5 REBAR AND PLASTIC CAP STAMPED L.S. NO. 28286.
 - FOUND NO. 5 REBAR WITH ALUMINUM CAP STAMPED PLS 23529.
 - FOUND NO. 5 REBAR WITH PLASTIC CAP STAMPED 13446.
 - ▲ SET NO. 5 REBAR AND PLASTIC CAP IN RANGE BOX AT COMPLETION OF ROADWAY IMPROVEMENTS.
 - U.E. UTILITY EASEMENT
 - G.S.E. GAS, SIDEWALK EASEMENT
 - L.E. LANDSCAPE EASEMENT
 - ⑤ BLOCK NUMBER



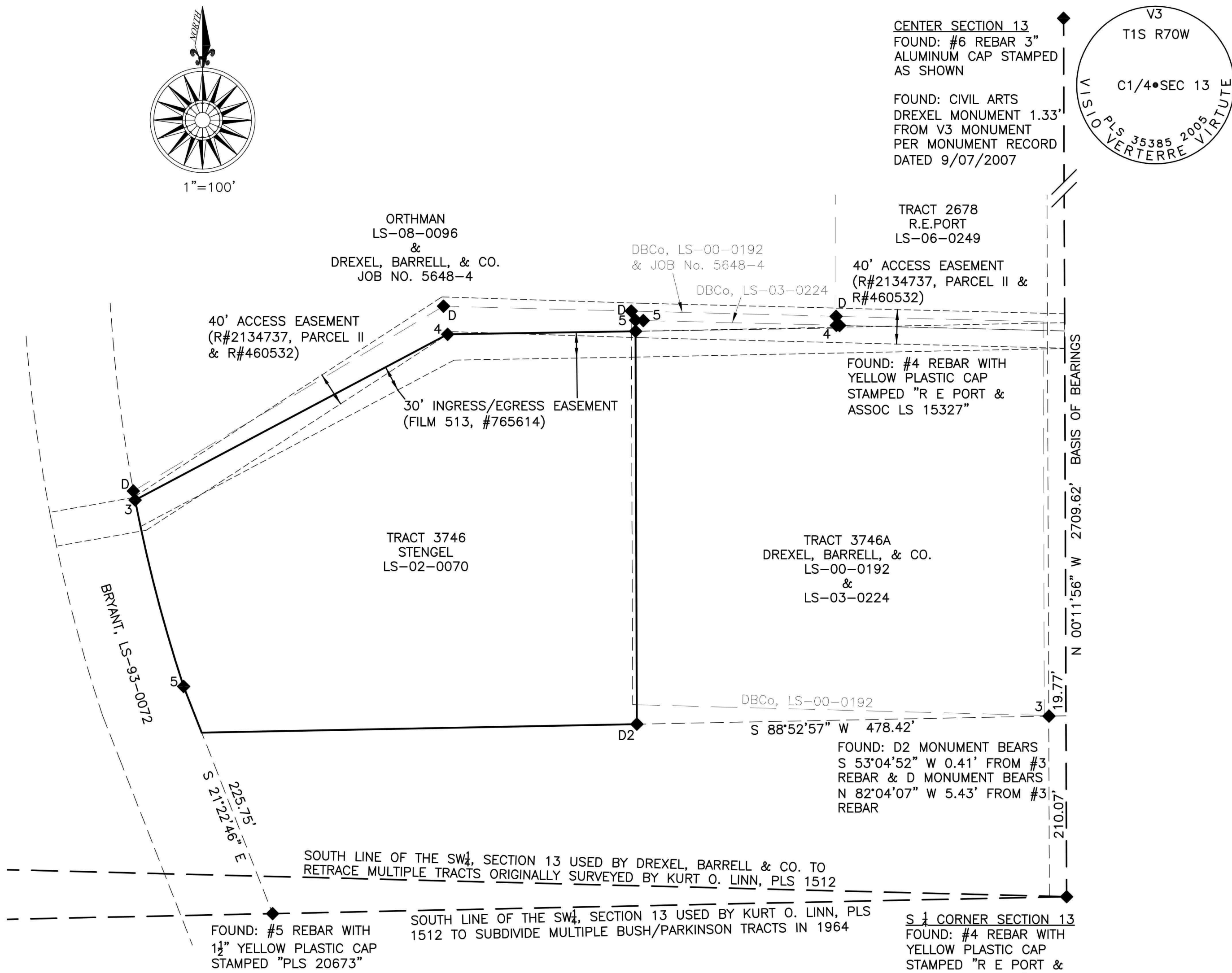
OWNER
ESTATES NORTH PARTNERSHIP
P.O. BOX 247
ESTIMATE, CO. 80614
(303) 286-2878

DEVELOPER/APPLICANT
KAUFMAN & BROAD
8101 E. Bellevue Avenue Suite G
Denver, CO 80237
(303) 220-6000

ENGINEER/SURVEYOR
Carroll & Lange
Professional Engineers & Land Surveyors
165 South Union Blvd. Suite 100
Lawrence, Colorado 80455
(303) 966-0700

LAND SURVEY PLAT

TRACT 3746 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 1 SOUTH,
RANGE 70 WEST OF THE 6TH P.M. COUNTY OF BOULDER, STATE OF COLORADO



LEGEND

- S 89°39'28" W 217.44' AS MEASURED DIMENSION
(S 89°37'00" W 217.50') PLATTED OR DEEDED DIMENSION
(IF DIFFERENT FROM MEASURED)
- ◆ MONUMENT FOUND AS DESCRIBED.
◆ D MONUMENT FOUND: #5 REBAR WITH ILLEGIBLE DREXEL, BARRELL & CO COLLAR
◆ D2 MONUMENT FOUND: #5 REBAR WITH 2" ALUMINUM CAP STAMPED "D.B. & CO. PLS 23529"
◆ 3 MONUMENT FOUND: #3 REBAR (REBAR SIZE VARIES PER # SHOWN)
● MONUMENT SET: #5 REBAR WITH 2" ALUMINUM CAP STAMPED "ZLS PLS 34993" UNLESS OTHERWISE NOTED
○ CALCULATED LOCATION. NO MONUMENT SET
WC-5.00' MONUMENT SET AS WITNESS CORNER AT DISTANCE INDICATED ADDITIONALLY STAMPED "WC"
- X—X— FENCE
□ EB ELECTRIC BOX
Gravel Road GRAVEL ROAD

SURVEYOR'S NARRATIVE:

THE ORIGINAL SURVEY OF THE SUBJECT PROPERTY, ALONG WITH SEVERAL OTHER TRACTS, WAS COMPLETED BY KURT O. LINN, PLS 1512 IN 1964 WHEN HE SUBDIVIDED A LARGE TRACT JOINTLY OWNED BY MARVIN E. BUSH AND DR. CURTIS M. PARKINSON. UNFORTUNATELY, LINN'S SURVEY AND THE DESCRIPTIONS USED TO CONVEY THE TRACTS TO BUSH AND PARKINSON ARE VAGUE AND IMPRECISE. HOWEVER, THE LAWS GOVERNING RETRACEMENT SURVEYS DICTATE THAT THE ORIGINAL MONUMENTATION SET BY LINN DEFINE THE TRACT CORNERS AND BOUNDARY LINES. THE EVIDENCE OF OCCUPATION, IN THE FORM OF FENCES ESTABLISHED FROM LINN'S BOUNDARY LINES, SUPPORT THE LINN SUBDIVISION.

SEVERAL RETRACEMENT SURVEYS OF THE TRACTS ORIGINALLY SURVEYED BY LINN HAVE BEEN COMPLETED SINCE 1964. SOME OF THOSE (LS-02-0070 BY STENGEL AND LS-08-0096 BY ORTHMAN) CONSCIENTIOUSLY RETRACED LINN'S ORIGINAL SURVEY USING LINN'S ORIGINAL MONUMENTATION AND THE LINES OF OCCUPATION. OTHERS (LS-06-0249 BY PORT AND LS-00-0193, LS-03-0224 AND PROJECT NO. 5648-4 ALL BY DREXEL, BARRELL & CO.) FOLLOWED LINES NOT CREATED BY LINN, BUT INSTEAD USED GEOMETRICAL CONSTRUCTIONS TO CREATE LINES WHERE NO BOUNDARY LINES EXISTED PREVIOUSLY. THE UNFORTUNATE CONSEQUENCE OF THESE FAULTY RETRACEMENT SURVEYS WAS THAT THE PROPERTY OWNERS ENTERED INTO SEVERAL BOUNDARY LINE AGREEMENTS AND STRIP CONVEYANCES THAT WOULD HAVE BEEN COMPLETELY UNNECESSARY HAD THE RETRACEMENT SURVEYS BEEN COMPLETED CORRECTLY.

THE NORTH BOUNDARY LINES OF TRACT 3746 WERE CONFIRMED AS STENGEL RETRACED THEM BY THE BOUNDARY LINE AGREEMENT RECORDED AS R#2760630.

THE FOUND #5 REBAR WITH ILLEGIBLE CAP AT THE NORTHEAST CORNER OF TRACT 3746 WAS ACCEPTED AS BEING SET BY STENGEL. LYING IN THE ROAD, THE CAP MARKINGS HAVE BEEN OBLITERATED.

THE FOUND D2 MONUMENT AT THE SOUTHEAST CORNER OF TRACT 3746 WAS ACCEPTED. THE NOTE ON LS-03-0224 INDICATES THAT AN ORIGINAL LINN #3 REBAR WAS FOUND AT THIS LOCATION AND REPLACED WITH THE D2 MONUMENT.

CENTER SECTION 13
FOUND: #6 REBAR 3"
ALUMINUM CAP STAMPED
AS SHOWN

FOUND: CIVIL ARTS
DREXEL MONUMENT 1.33'
FROM V3 MONUMENT
PER MONUMENT RECORD
DATED 9/07/2007

TRACT 2678
R.E.PORT
LS-06-0249

40' ACCESS EASEMENT
(R#2134737, PARCEL II &
R#460532)

FOUND: #4 REBAR WITH
YELLOW PLASTIC CAP
STAMPED "R E PORT &
ASSOC LS 15327"

TRACT 3746A
DREXEL, BARRELL, & CO.
LS-00-0192
&
LS-03-0224

FOUND: D2 MONUMENT BEARS
S 53°04'52" W 0.41' FROM #3
REBAR & D MONUMENT BEARS
N 82°04'07" W 5.43' FROM #3
REBAR

SOUTH LINE OF THE SW 1/4 SECTION 13 USED BY DREXEL, BARRELL & CO. TO
RETRACE MULTIPLE TRACTS ORIGINALLY SURVEYED BY KURT O. LINN, PLS 1512

FOUND: #5 REBAR WITH
1 1/2" YELLOW PLASTIC CAP
STAMPED "PLS 20673"

SOUTH LINE OF THE SW 1/4 SECTION 13 USED BY KURT O. LINN, PLS
1512 TO SUBDIVIDE MULTIPLE BUSH/PARKINSON TRACTS IN 1964

S 1/4 CORNER SECTION 13
FOUND: #4 REBAR WITH
YELLOW PLASTIC CAP
STAMPED "R E PORT &
ASSOC LS 15327"

BOUNDARY NOTES:

1. ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983 BY DIRECT GPS OBSERVATION. THE BEARING OF THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 13 BETWEEN THE FOUND MONUMENTS IS NORTH 00°11'56" WEST AS SHOWN.

2. MONUMENTS SHOWN WITHOUT DIMENSIONS WERE FOUND DURING THE COURSE OF THIS RESURVEY BUT NOT USED AS CONTROL OR DETERMINED TO CONFLICT WITH THE RESULTS OF THIS RESURVEY. THEREFORE THEY SHOULD NOT BE CONSIDERED EITHER CONTROLLING OR CONFLICTING BOUNDARY EVIDENCE AND ARE SHOWN FOR REFERENCE PURPOSES ONLY.

TITLE NOTES:

PROPERTY INFORMATION BINDER ORDER NUMBER RND70826857 PREPARED BY LAND TITLE GUARANTEE COMPANY DATED DECEMBER 27, 2023 WAS RELIED UPON EXCLUSIVELY FOR RECORDED EASEMENTS, RIGHTS-OF-WAY, AND OTHER ENCUMBRANCES DURING THE PREPARATION OF THIS PLAT. THE ABOVE MENTIONED TITLE REPORT WAS ALSO RELIED UPON EXCLUSIVELY TO DETERMINE THE PERSONS AND/OR ENTITIES SHOWN HEREON THAT HAVE INTERESTS IN TITLE TO THE DEDICATED PROPERTY DESCRIBED.

THE FOLLOWING DOCUMENTS AFFECT THE LAND:

- ITEM 1, BOOK 395, PAGE 191. THE SUBJECT PROPERTY LIES WITHIN THE AREA DESCRIBED IN THIS DOCUMENT.
BOOK 1079, PAGE 110. THE SUBJECT PROPERTY LIES WITHIN THE AREA DESCRIBED IN THIS DOCUMENT.
ITEM 2, BOOK 559, PAGE 340. IT CANNOT BE DETERMINED FROM THE DESCRIPTION IN THIS DOCUMENT IF THE DOCUMENT AFFECTS THE SUBJECT PROPERTY.
ITEM 3, BOOK 641, PAGE 381. IT CANNOT BE DETERMINED FROM THE DESCRIPTION IN THIS DOCUMENT IF THE DOCUMENT AFFECTS THE SUBJECT PROPERTY.
ITEM 4, R#765614. THE EASEMENT DESCRIBED IN THIS DOCUMENT IS SHOWN HEREON.
ITEM 5, R#460532. THE EASEMENT DESCRIBED IN THIS DOCUMENT IS SHOWN HEREON.
ITEM 6, R#498277. FROM THE DESCRIPTION PROVIDED IN THIS DOCUMENT, IT IS INDETERMINATE IF THE DOCUMENT APPLIES TO THE SUBJECT PROPERTY. HOWEVER, THE DOCUMENT DESCRIBES THE CONSTRUCTION OF AN ACCESS ROAD AND DOES NOT MENTION ANY EASEMENT OR ENCUMBRANCE RELATED TO THE SUBJECT PROPERTY.
ITEM 7, R#2288492. THE SUBJECT PROPERTY LIES WITHIN THE AREA DESCRIBED IN THIS DOCUMENT.

GENERAL NOTES:

1. ACCORDING TO COLORADO STATE LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. PER THE CLIENT'S REQUEST, UNDERGROUND UTILITIES WERE NOT LOCATED AND ARE NOT SHOWN. ALL UNDERGROUND UTILITIES SHOULD BE LOCATED BY AN APPROPRIATE COMPANY OR AUTHORITY PRIOR TO ANY CONSTRUCTION OR DIGGING ON OR ADJACENT TO THIS PROPERTY. ZENITH LAND SURVEYING, INC. SHALL NOT BE LIABLE FOR THE LOCATION OF, OR FAILURE TO NOTE THE LOCATION OF NON-VISIBLE UTILITIES.
3. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
4. THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF LORI ANN KELLY. USE OF THIS PLAT BY ANY OTHER PERSON OR ENTITY WITHOUT THE EXPRESSED WRITTEN CONSENT OF ZENITH LAND SURVEYING, INC. IS PROHIBITED.
5. THIS SURVEY IS VALID ONLY WITH THE ORIGINAL SIGNATURE AND SEAL OF THE SURVEYOR.
6. ALL MEASUREMENTS ARE IN INTERNATIONAL FEET.

SURVEYOR'S CERTIFICATION:

I, EARL F. HENDERSON, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, CERTIFY FOR AND ON BEHALF OF ZENITH LAND SURVEYING, INC. TO LORI ANN KELLY THAT THE SURVEY SHOWN HEREON WAS PERFORMED BY ME OR UNDER MY RESPONSIBLE CHARGE, THAT THE FIELD WORK WAS COMPLETED ON JANUARY 09, 2024, THAT IT IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF, THAT IT HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, THAT IT IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED AND IS, TO THE BEST OF MY KNOWLEDGE, ACCURATE AND COMPLETE. I FURTHER RESERVE THE RIGHT TO REVISE THIS SURVEY SHOULD NEW OR ADDITIONAL INFORMATION COME INTO MY POSSESSION.

EARL F. HENDERSON, PLS
COLORADO PLS #34993



REVISIONS	Zenith Land Surveying, Inc.	1880 Hawthorn Place Boulder, Colorado 80304 303-579-2057-Tel. www.ZenithLS.com
SCALE: 1"=100'	JOB NO. 23062	
DATE: JAN. 09, 2024	SHEET 1 OF 2	

LS-24-0090



ITEM NO. 6d

INFORMATION FOR MEETING OF THE SUPERIOR TOWN COUNCIL

AGENDA ITEM NAME: Consideration of an Ordinance of the Town Council of the Town of Superior Adding a New Article XIII To Chapter 2 of the Superior Municipal Code Regarding Campaign Finance in Municipal Elections

MEETING DATE: April 28, 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. Article 2.04 of the Charter requires that the Town adopt and maintain local campaign finance regulations on matters covered by Article XXVIII of the Constitution of the State of Colorado and the Fair Campaign Practices Act. The attached ordinance updates the Town Code adding a new chapter to the Code regarding campaign finance in municipal elections.

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 adding a new Article XIII to Chapter 2 of the Superior Municipal Code regarding campaign finance in municipal elections.

ATTACHMENT:

- Ordinance

**TOWN OF SUPERIOR
ORDINANCE NO. O-10
SERIES 2025**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR
ADDING A NEW ARTICLE XIII TO CHAPTER 2 OF THE SUPERIOR
MUNICIPAL CODE REGARDING CAMPAIGN FINANCE IN MUNICIPAL
ELECTIONS**

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

WHEREAS, Article 2.04 of the Charter requires that the Town adopt and maintain local campaign finance regulations on matters covered by Article XXVIII of the Constitution of the State of Colorado and the Fair Campaign Practices Act, C.R.S. § 1-45-101, et seq., as amended.

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

Section 1. Chapter 2 of the Superior Municipal Code is hereby amended by the addition of the following new Article XIII:

**ARTICLE XIII
CAMPAIGN FINANCE IN MUNICIPAL ELECTIONS**

Sec. 2-13-10. – Purpose.

- (a) The Town Council hereby finds and declares that preserving the integrity and openness in the political process is a matter of the highest public interest; that the Town can be better served through a more informed electorate; that the trust of the people is essential to representative government; and that public disclosure of campaign contributions and expenditures is necessary to promote public confidence in government and to protect the integrity of the electoral process.
- (b) This Article shall apply to candidates, any measure put to a vote of the registered electors of the Town at any Town election, and the petition processes commenced by electors in exercising the powers of initiative, referendum, recall or Town Charter amendments.
- (c) The provisions of this Article shall supersede any and all conflicting constitutional provisions, State statutes and rules promulgated by the Secretary of State.

Sec. 2-13-20. – Definitions.

For purposes of this Article, the following terms shall have the following meanings:

Ballot measure means any question, issue or other measure placed on the ballot for a vote of the registered electors of the Town, including any measure for which recall, initiative, referendum or Charter amendment petition proceedings have commenced.

Candidate means a person who seeks nomination or election to the office of Mayor or Council Member at any Town election and has filed a nominating petition for the office of Mayor or Council Member, or any elected official who is the subject of recall proceedings.

Candidate committee means a person, including the candidate, or group of persons with the common purpose of receiving contributions or making expenditures under the authority of a candidate; provided that a candidate shall have only one (1) candidate committee.

Contribution means any gift; subsidy; loan; reduction or forgiveness of indebtedness; any advance, payment or deposit of money; or anything of value made by any person, including a contribution in-kind, for the purpose of influencing any election for public office or an election on a ballot measure. The term "contribution" does not include services provided without compensation by individuals volunteering their time on behalf of a candidate, candidate committee, political committee or issue committee; mailing lists that were not developed primarily for sale, have never been sold or offered for sale, were not produced by an employee or contractor (other than an employee of the recipient), and do not incorporate mailing lists that themselves would constitute a contribution; or funds collected subsequent to the election to pay the cost of a requested recount.

Contribution in-kind means the reasonably estimated fair market value of a gift or loan of any item of real or personal property, other than money, or personal services, made to or for any candidate committee or issue committee for the purpose of influencing the nomination, retention, election or defeat of any candidate, ballot question, ballot issue or issue.

Expenditure means the payment, distribution, loan or advance of any money by any candidate committee or issue committee, including the payment, distribution, loan or advance of any money by a person for the benefit of a candidate committee or issue committee that is made with the prior knowledge and consent of an agent of the committee.

Independent expenditure means the payment of money by any person for the purpose of advocating the election, defeat or recall of a candidate, which expenditure is not controlled by, or coordinated with, any candidate or any agent of such candidate.

Issue committee means any person other than a natural person, or any group of two (2) or more persons, including natural persons, that have a major purpose of supporting or opposing any ballot issue or ballot question; or that have accepted or

made contributions or expenditures in excess of two thousand five hundred dollars (\$2,500.00) to support or oppose any ballot issue or ballot question, but excluding:

- a. Candidate committees; and
- b. Any partnership, committee, association, corporation, labor organization, or other organization or group of persons previously established for a primary purpose outside the scope of this Article.

Political message means a message delivered by telephone, any print or electronic media or other written material which advocates the election or defeat of any candidate, or which unambiguously refers to such candidate.

Registered agent means a person designated by a committee and responsible to receive mailings, respond to inquiries, receive complaints and timely filing campaign finance reports and other filings required by this Article.

Social media means any electronic medium, including an interactive computer service, application, or data network, which allows users to create, share and view user-generated content, including without limitation videos, still photographs, blogs, video blogs, podcasts, instant messages, electronic mail or internet website profiles.

Termination report means a final report prepared by a candidate committee or issue committee and filed with the Town Clerk which discloses the committee's contributions received, expenditures made and obligations entered into, when the following conditions have been met:

- a. The committee no longer intends to receive contributions or make expenditures; and
- b. A zero (0) balance exists in the account and the committee has no outstanding debts or obligations.

Unexpended campaign contributions means the balance of funds on hand in any candidate committee or issue committee following an election, less the amount of all unpaid monetary obligations incurred prior to the election.

Sec. 2-13-30. – Candidate affidavit.

When any person becomes a candidate, such person shall certify, by affidavit filed with the Town Clerk with their nomination petition, that the candidate is familiar with this Article.

Sec. 2-13-40. – Registration of committees.

(a) All candidate committees and issue committees shall register with the Town Clerk before accepting any contributions or making any expenditures. Registration shall be on a form provided by the Town Clerk and shall include the following at a minimum:

- (1) The committee's full name, spelling out any acronyms used therein;
- (2) The name of the registered agent;

(3) A current street address, mailing address (if different from the street address), telephone number and e-mail address for the principal place of business of the committee;

(4) The purpose or nature of interest of the committee;

(5) The date of the election regarding which the committee intends to be active;

(6) The name and address of the financial institution in which all contributions received by the committee are deposited in a separate account bearing, in the case of a candidate committee, the name of the candidate, or in the case of an issue committee, the name of the registered agent, and documentation of such account reasonably satisfactory to the Town Clerk; and

(7) An acknowledgement and certification signed by the registered agent and, for any candidate committee, the candidate.

(b) A registered committee shall promptly update any of the information submitted on the registration form upon the change of such information.

Sec. 2-13-50. – Termination of inactive committees.

(a) Any candidate committee or issue committee that has registered with the Town Clerk, but has not engaged in any election activities or reported any contributions accepted or expenditures made, may terminate at any time by filing an amended committee registration indicating the nature of the amendment is termination of the committee and verifying that no contributions have been received or expenditures made since registration occurred.

(b) Any committee that has not engaged in any election activities or reported any contributions accepted or expenditures made but has not taken the necessary steps to terminate as described herein shall properly dispose of any funds and shall file a termination report no later than seventy (70) days after the election for which it was formed.

Sec. 3-13-60. – Reports.

(a) All candidate committees and issue committees, and all candidates without committees, shall file reports of contributions and expenditures with the Town Clerk showing contributions and contributions in-kind received, including the name and address of each person who has contributed or a contribution in-kind, expenditures made, and obligations entered into by the committee. Copies of receipts shall be attached to the form for all single expenditures exceeding one hundred dollars (\$100.00).

(b) All reports shall be submitted on forms provided by the Town Clerk, complete in all respects, and filed even when no contributions were received or no expenditures were made.

(c) For purposes of disclosure, an expenditure occurs when the actual payment is made or when there is a contractual agreement containing a determined expenditure amount.

(d) Reports shall be filed with the Town Clerk as follows:

(1) All committees, and all candidates without committees, shall file reports no later than:

- a. Sixty (60) days before the election;
- b. Thirty (30) days before the election;
- c. Fifteen (15) days before the election; and
- d. Thirty (30) days after the election.

(2) Committees that continue in operation shall file a report annually on the first day of the month in which the anniversary of the election occurs until such time as a termination report is filed.

(3) If the reporting day falls on a weekend or legal holiday, the report shall be filed by the close of the next business day.

(e) Any report that the Town Clerk deems to be incomplete or inconsistent with this Article shall be accepted on a conditional basis, and the registered agent shall be notified in writing as to any deficiencies. Such notice may be delivered in person, by mail, or by e-mail. The registered agent shall have seven (7) days from the date of delivery of such notice to file an amended report that cures the deficiencies.

Sec. 2-13-70. – Reports to be public.

(a) Upon receipt of any campaign report submitted pursuant to this Article, the Town Clerk shall make available such report for public inspection.

(b) No information contained in any report submitted pursuant to this Article shall be sold or used by any person for the purpose of soliciting contributions or for any commercial purpose.

Sec. 2-13-80. – Unexpended campaign contributions.

Contributions to a candidate committee or issue committee shall not be used for personal purposes. Unexpended campaign contributions may be donated to a charitable organization formed under Section 501(c)(3) of the Internal Revenue Code or returned to the contributors.

Sec. 2-13-90. – Independent expenditures.

(a) Any person, excluding a candidate committee or an issue committee, who makes independent expenditures in connection with any particular ballot measure or candidate totaling in the aggregate more than four hundred dollars (\$400.00), shall report any such independent expenditures made to the Town Clerk no later than three (3) days after the day that funds are obligated to pay for said independent expenditure.

(b) The notice shall include the following information, at a minimum:

(1) The name, address and telephone number of the person making the independent expenditure;

(2) The name of the candidate or description of the ballot measure the independent expenditures are intended to support or oppose;

(3) The name and address of any vendor providing property, materials or services;

(4) A detailed description of the independent expenditure;

(5) The amount of the independent expenditure;

(6) The date the funds were obligated; and

(7) Copies of receipts, invoices, or other documentation related to the independent expenditure.

(c) For the purposes of this Section, funds shall be considered to have been obligated as soon as an agreement is reached for the provision of the property, materials, or services in question, regardless of when payment is to be made for such property or services.

Sec. 2-13-100. – Communications.

(a) Required statement.

(1) When a candidate, candidate committee or issue committee makes an expenditure for the purpose of financing communications expressly advocating a particular result in an election, or solicits any contribution or contribution in-kind through any broadcasting station, newspaper, magazine, outdoor advertising facility, direct mailing or any other type of general public political advertising, such communication if paid for or authorized by a candidate, candidate committee or issue committee, or any agent for the same, shall clearly state that the communication is paid for by that candidate, candidate committee, or issue committee.

(2) When any person makes an independent expenditure in excess of the reporting threshold for the purpose of financing communications expressly advocating for a particular result in an election, such communication shall clearly state that the communication is paid for by that person.

(b) The statement shall be clear and conspicuous in the communication.

(c) The statement shall not be required for communications where including the statement would be impractical, such as:

(1) Bumper stickers, pins, buttons, pens and similar small items upon which the disclaimer cannot be conveniently printed;

(2) Skywriting, water towers, wearing apparel, or other means of displaying an advertisement of such nature that the inclusion of a disclaimer would be impracticable; or

(3) Checks, receipts, and similar items of minimal value that are used for purely administrative purposes and do not contain a political message.

(d) Nothing herein shall be deemed to alleviate any person or committee from complying with federal campaign finance law, as applicable.

Sec. 2-13-110. – Expenditures for political advertising; rates and charges.

(a) No candidate, candidate committee, or issue committee shall pay to any radio or television station, newspaper, periodical, internet advertiser or website provider, social media provider or other supplier of materials or services a higher charge than is normally required for local commercial customers for comparable use of space, materials or services. Any such rate shall not be rebated, directly or indirectly.

(b) Any radio or television station, newspaper, internet advertiser or website provider, social media provider or periodical that charges a person or committee a lower rate for use of space, materials or services than the rate charged to another candidate, candidate committee or issue committee for the same ballot measure or public office for comparable use of space, materials or services shall report the difference in such rate as a contribution to the candidate, candidate committee or issue committee that is charged such lower rate.

(c) This Section shall not prevent an adjustment in rates related to frequency, volume, production costs and agency fees if such adjustments are offered consistently to other advertisers.

Sec. 2-3-120. – Encouraging withdrawal from campaign prohibited.

No person shall offer or give any candidate or candidate committee any money or any other thing of value for the purpose of encouraging the withdrawal of the candidate's candidacy, nor shall any candidate offer to withdraw a candidacy in return for money or any other thing of value.

Sec. 2-13-130. – Complaints.

(a) In addition to the campaign finance duties outlined in C.R.S. § 1-45-112, the Town Clerk shall have the responsibilities set forth in this Section.

(b) Any registered elector of the Town who believes that a violation of Article XXVIII of the Colorado Constitution, the Fair Campaign Practices Act, C.R.S. § 1-45-101, *et seq.*, or this Article has occurred may file a complaint with the Town Clerk. Such complaint shall include:

- (1) The name, address and signature of the complainant;
- (2) The name of each person alleged to have committed a violation; and
- (3) The details of the alleged violation.

(c) A complaint shall be filed no later than one hundred eighty (180) days after the date on which the complainant either knew or should have known, by the exercise of reasonable diligence, of the alleged violation. Upon receipt of a complaint, the Town Clerk shall notify the subject of the complaint by e-mail or regular mail.

(d) The Town Clerk shall conduct an initial review of the complaint to determine whether the complaint meets the requirements described herein and alleges sufficient facts to support a factual and legal basis for the violations of law alleged in the complaint. Within ten (10) days of receiving a complaint, the Town Clerk shall take the following actions:

(1) If the Town Clerk determines that the complaint was not timely filed, does not specifically identify a violation, or does not assert facts sufficient to support a factual or legal basis for an alleged violation, the Town Clerk shall notify the complainant and respondent of such determination by e-mail or by regular mail if e-mail is unavailable. The Town Clerk's determination hereunder is a final action subject only to judicial review pursuant to C.R.C.P. 106(a)(4).

(2) If the Town Clerk determines that the complaint alleges one or more curable violations, the Town Clerk shall notify the respondent and allow seven (7) days for correction of the violation or submission of written statements explaining the reason that support a conclusion that a violation was not committed. If the respondent fails to correct the violation or offer a satisfactory explanation within seven (7) business days, the Town Clerk shall forward the complaint to a hearing officer appointed by the Town Council.

(3) If the Town Clerk determines that the complaint has specifically identified one or more violations with facts sufficient to support a factual or legal basis for each alleged violation, and requires a factual finding or legal interpretation, the Town Clerk shall forward the complaint to a hearing officer appointed by the Town Council.

Sec. 2-13-140. – Hearing process.

(a) The hearing officer shall schedule a hearing to occur within thirty (30) days of the filing of the complaint. The hearing officer may continue the hearing upon the motion of any party upon a showing of good cause.

(b) The Town Attorney's office shall represent the Town's interest in such matter and shall provide representation for the Town in all proceedings before the hearing officer. Testimony shall be given under oath, and the hearing officer shall have the power to issue subpoenas and compel the attendance of witnesses.

(c) The hearing shall be summary and not subject to delay and shall conclude within sixty (60) days after the complaint is filed. No later than five (5) days after the conclusion of the hearing, the hearing officer shall issue a written determination. The hearing officer's written determination is a final action subject only to judicial review pursuant to C.R.C.P. 106(a)(4).

Sec. 2-13-150. - Violation and penalty.

(a) It is unlawful to violate this Article.

(b) For each day a report is filed late, the penalty shall be fifty dollars (\$50.00), provided that the Town Clerk or hearing officer may waive such penalty upon a showing of excusable neglect.

(c) For a violation of this Article other than late reporting, the violator shall be punished by a fine not to exceed three hundred dollars (\$300.00), per violation.

Section 2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The 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 3. Safety. This Ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

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

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

Mark Lacis, Mayor

ATTEST:

Shannon Dujardin, Town Clerk



ITEM NO. 6e

INFORMATION FOR MEETING OF THE SUPERIOR TOWN COUNCIL

AGENDA ITEM NAME: Resolution – Approving an Appointment to the
Advisory Committee for Environmental Sustainability
(ACES)

MEETING DATE: April 28, 2025

PRESENTED BY: Matt Magley, Town Manager

PRESENTED FOR: Action

BACKGROUND:

Section 2-12-40 of the Superior Municipal Code addresses membership of Town Advisory Committees, including appointments of Advisory Committee members. The Advisory Committee for Environmental Sustainability (ACES) has one vacancy. The Board has the option to appoint or not appoint a candidate, and staff will continue to advertise the vacancy. The Town Council conducted an interview with the candidate at the April 14 Council meeting.

Scheduled under this agenda item is the Town Council's consideration to appoint or not appoint a candidate to fill the one vacancy on ACES. If no appointment is made, this vacancy will remain open, advertised, and the ACES will reinstate the application process.

The Advisory Committee for Environmental Sustainability (ACES)

Candidates – 1 vacancy

- John Heckman

ALTERNATIVES CONSIDERED:

Make no appointment and fill the vacancy at a later date.

MOTION:

Move to approve a Resolution making an appointment to the Advisory Committee for Environmental Sustainability (ACES).

ATTACHMENTS:

- Resolution

**TOWN OF SUPERIOR
RESOLUTION NO. R-25
SERIES 2025**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR
MAKING AN APPOINTMENT TO THE ADVISORY COMMITTEE FOR
ENVIRONMENTAL SUSTAINABILITY**

WHEREAS, by Resolution #R-27, Series 2001, the Town Board of Trustees established the Waste Diversion Advisory Committee;

WHEREAS, by Resolution #R-80, Series 2005, the Waste Diversion Advisory Committee was changed to the Recycling and Conservation Advisory Committee ("RCAC");

WHEREAS, by Resolution #R-59, Series 2017, RCAC was changed to the Advisory Committee for Environmental Sustainability ("ACES"); and

WHEREAS, the Superior Town Council desires to make an appointment to ACES.

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

Section 1. The Superior Town Council hereby makes the following appointment to the Advisory Committee for Environmental Sustainability:

<u>Name</u>	<u>Term expires</u>
John Heckman	June 30, 2025

ADOPTED this 28th day of April, 2025.

Mark Lacis, Mayor

ATTEST:

Shannon Dujardin, Town Clerk



ITEM NO. 6f

INFORMATION FOR MEETING OF THE SUPERIOR TOWN COUNCIL

AGENDA ITEM NAME: Approval of a Resolution of the Town Council of the Town of Superior Approving Settlement Agreements with and Accepting a Quitclaim Deed from Timothy Kupfner

MEETING DATE: April 28, 2025

PRESENTED BY: Matt Magley, Town Manager
Nick Hartman, Town Attorney

PRESENTED FOR: Action

BACKGROUND:

In March, the Town filed a complaint in District Court against parties to a Subdivision Improvement Agreement (SIA) in the Kupfner subdivision, alleging that they had neither completed the subdivision improvements nor dedicated any subdivision improvements to the Town as required by the SIA. Attached is a Settlement Agreement and Release for two of the parties, as well as quitclaim deeds for their interest, if any, in the subdivision's private road. These parties have approved the agreements to avoid the uncertainty of litigation and resolve the dispute with the Town. In exchange for the agreement and quitclaim deed the Town will release these parties from any obligations required by the SIA.

STAFF RECOMMENDATION:

Approval of the resolution.

BUDGET IMPLICATIONS:

The Town has agreed to pay each party \$10.

MOTION:

Move to approve a Resolution of the Town Council of the Town of Superior approving settlement agreement with and accepting a quitclaim deed from Timothy Kupfner.

ATTACHMENTS:

- Resolution

- Agreement
- Quitclaim deed

TOWN OF SUPERIOR
RESOLUTION NO. R-26
SERIES 2025

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR
APPROVING A SETTLEMENT AGREEMENT WITH AND ACCEPTING A
QUITCLAIM DEED FROM TIMOTHY KUPFNER**

WHEREAS, the Town desires to settle litigation between it and Timothy Kupfner pursuant to a settlement agreement, attached hereto as **Exhibit A** and incorporated herein (the "Agreement"); and

WHEREAS, acceptance of the Agreement is conditioned upon acceptance of a quitclaim deed, attached hereto as **Exhibit B** and incorporated herein (the "Deed").

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

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

Section 2. The Town Council hereby accepts the Deed for the consideration of \$10.00.

ADOPTED this ____ day of _____, 2025.

Mark Lacis, Mayor

ATTEST:

Shannon Dujardin, Town Clerk

EXHIBIT A
Settlement Agreement

EXHIBIT B
Quitclaim Deed

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (the "Agreement") is made and entered into this ____ day of _____, 2025 (the "Effective Date"), by and between the Town of Superior, a Colorado home rule municipality with an address of 124 East Coal Creek Drive, Superior, CO 80027 (the "Town"), and _____, a natural person with an address of _____, CO _____ ("Defendant") (each a "Party" and collectively the "Parties").

WHEREAS, on or about August 8, 1983, George D. Kupfner entered into a subdivision improvement agreement with the Town, which was subsequently amended on or about November 13, 2000 (the "SIA");

WHEREAS, on July 19, 2021, George D. Kupfner's Estate passed to the Estate of Bonnie Kupfner;

WHEREAS, following Bonnie Kupfner's death on or about December 22, 2023, Bonnie Kupfner's Estate passed in part to Defendant;

WHEREAS, Defendant assigned Defendant's interests in the Bonnie Kupfner Estate to George L. Kupfner;

WHEREAS, on March 12, 2025, the Town filed a complaint against Defendant and others in the District Court of Boulder County, Case No. 2025CV30208 (the "Case"), alleging that Defendant and others had neither completed the subdivision improvements nor dedicated any subdivision improvements to the Town as required by the SIA;

WHEREAS, Defendant disputes the Town's claims in the Case; and

WHEREAS, the Parties have agreed that, to avoid additional expense and uncertainty of litigation, it is in their respective best interests to enter into this Agreement to settle and resolve the dispute among the Parties, by way of compromise and without any admission of liability by any Party.

NOW THEREFORE, based upon the foregoing recitals and the consideration set forth herein, the amount and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Payment. Within 7 days of the Effective Date, the Town shall pay Defendant the lump sum of \$10.00 (the "Settlement Payment"). Defendant shall not be entitled to any further payments from the Town.
2. Quitclaim Deed. Immediately upon receipt of the Settlement Payment, Defendant shall convey to the Town all of Defendant's interest in the real property, if any, more particularly described by **Exhibit A**, attached hereto and incorporated herein by this reference, together with any improvements thereon (the "Property"), subject to all, if any, valid easements, rights of way, covenants, conditions, reservations and restrictions of record, by quitclaim deed in substantially

the form attached hereto as **Exhibit B** and incorporated herein by this reference. The Town shall record the quitclaim deed with Boulder County.

3. Release. As of the exchange of the Settlement Payment and quitclaim deed, the Parties forever release and discharge each other and their respective officers, directors, employees, agents, representatives, attorneys, contractors, predecessors, successors and assigns from any and all claims, controversies, liabilities, obligations, warranties, payments, reimbursements, set offs, recoupment, amounts due or owing or both, duties, injuries, demands, actions, causes of action, suits, losses, promises, acts, agreements, damages, costs and expenses of any kind or nature, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, based upon law or equity, now existing or hereafter asserted arising out of or relating to any and all circumstances, disputes, or disagreements that now exists or may have existed regarding the SIA.

4. Dismissal. Within 7 days of the exchange of the Settlement Payment and quitclaim deed, the Parties shall jointly file with the court a motion for dismissal of Defendant from the Case, with prejudice.

5. Testimony. Defendant acknowledges and agrees that the Town may call Defendant as a witness in the Case, and that Defendant shall comply with any requests to testify in the Case pursuant to a request by the Town.

6. Representations. Each Party represents, warrants, and agrees as follows:

a. *Legal Advice*. Each Party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement.

b. *Authorization*. Each Party has full power and authority to execute, deliver, and perform this Agreement, and each of them has taken all necessary steps for the execution and delivery of this Agreement.

c. *Assignment*. Other than Defendant's assignment of Defendant's interest in Bonnie Kupfner's Estate to George L. Kupfner, no Party has previously assigned, transferred, granted, or purported to assign, transfer, or grant any of the Claims.

7. Miscellaneous.

a. *Fees and Costs*. Each Party shall bear its own attorney fees, costs and expenses incurred in connection with this Agreement.

b. *No Admission*. This Agreement effects the settlement of Claims that are denied and contested, and nothing in this Agreement shall constitute an admission of liability or wrongdoing by any Party.

c. *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.

d. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

e. *Third Parties.* There are no intended third-party beneficiaries to 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. *Governmental Immunity.* The Town, its officers and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers or employees.

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

DEFENDANT

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

My commission expires:

(S E A L)

Notary Public

EXHIBIT A
Legal Description

That portion of KUPFNER SUBDIVISION REPLAT A, recorded April 2, 2003 at Reception No. 2419628, County of Boulder, State of Colorado, lying between Lots 1A through 9A, and Lots 10A through 19A, and as depicted as "Private Drive, Utility and Drainage Easement" on said Replat.

EXHIBIT B
Quitclaim Deed

QUITCLAIM DEED

This Quitclaim Deed is made and entered into this ____ day of _____, 2025, by and between _____, an individual with an address of _____, _____, CO 80031 (the "Grantor") and the Town of Superior, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, CO 80027 (the "Grantee").

Witness that the Grantor, for and in consideration of the sum of \$10.00, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell and Quitclaim unto the Grantee, its successors, and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with any improvements thereon, located in the Town of Superior, County of Boulder and State of Colorado, described as follows:

See **Exhibit A** attached hereto and incorporated herein by this reference.

Subject to all, if any, valid easements, rights of way, covenants, conditions, reservations and restrictions of record.

To have and hold the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, and its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has executed this Quitclaim Deed on this ____ day of _____, 2025.

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

My commission expires:

(S E A L)

Notary Public

EXHIBIT A
Legal Description

That portion of KUPFNER SUBDIVISION REPLAT A, recorded April 2, 2003 at Reception No. 2419628, County of Boulder, State of Colorado, lying between Lots 1A through 9A, and Lots 10A through 19A, and as depicted as "Private Drive, Utility and Drainage Easement" on said Replat.



ITEM NO. 6g

INFORMATION FOR MEETING OF THE SUPERIOR TOWN COUNCIL

AGENDA ITEM NAME: Approval of a Resolution of the Town Council of the Town of Superior Approving Settlement Agreement with and Accepting a Quitclaim Deed from Betsy Kupfner, As Personal Representative For Rocky Kupfner

MEETING DATE: April 28, 2025

PRESENTED BY: Matt Magley, Town Manager
Nick Hartman, Town Attorney

PRESENTED FOR: Action

BACKGROUND:

In March, the Town filed a complaint in District Court against parties to a Subdivision Improvement Agreement (SIA) in the Kupfner subdivision, alleging that they had neither completed the subdivision improvements nor dedicated any subdivision improvements to the Town as required by the SIA. Attached is a Settlement Agreement and Release for two of the parties, as well as quitclaim deeds for their interest, if any, in the subdivision's private road. These parties have approved the agreements to avoid the uncertainty of litigation and resolve the dispute with the Town. In exchange for the agreement and quitclaim deed the Town will release these parties from any obligations required by the SIA.

STAFF RECOMMENDATION:

Approval of the resolution.

BUDGET IMPLICATIONS:

The Town has agreed to pay each party \$10.

MOTION:

Move to approve a Resolution of the Town Council of the Town of Superior approving settlement agreements with and accepting a quitclaim deed from Betsy Kupfner, as personal representative for Rocky Kupfner.

ATTACHMENTS:

- Resolution
- Agreement
- Quitclaim deed

TOWN OF SUPERIOR
RESOLUTION NO. R-27
SERIES 2025

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR
APPROVING A SETTLEMENT AGREEMENT WITH AND ACCEPTING A
QUITCLAIM DEED FROM BETSY KUPFNER, AS PERSONAL
REPRESENTATIVE FOR ROCKY KUPFNER**

WHEREAS, the Town desires to settle litigation between it and Betsy Kupfner, as personal representative for Rocky Kupfner, pursuant to a settlement agreement, attached hereto as **Exhibit A** and incorporated herein (the "Agreement"); and

WHEREAS, acceptance of the Agreement is conditioned upon acceptance of a quitclaim deed, attached hereto as **Exhibit B** and incorporated herein (the "Deed").

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

Section 1. The Agreement between the Town and Betsy Kupfner, as personal representative for Rocky Kupfner, is hereby approved in substantially the same form as attached hereto, subject to final approval by the Town Attorney.

Section 2. The Town Council hereby accepts the Deed for the consideration of \$10.00.

ADOPTED this ____ day of _____, 2025.

Mark Lacis, Mayor

ATTEST:

Shannon Dujardin, Town Clerk

EXHIBIT A
Settlement Agreement

EXHIBIT B
Quitclaim Deed

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (the "Agreement") is made and entered into this ____ day of _____, 2025 (the "Effective Date"), by and between the Town of Superior, a Colorado home rule municipality with an address of 124 East Coal Creek Drive, Superior, CO 80027 (the "Town"), and _____, a natural person with an address of _____, CO _____ ("Defendant") (each a "Party" and collectively the "Parties").

WHEREAS, on or about August 8, 1983, George D. Kupfner entered into a subdivision improvement agreement with the Town, which was subsequently amended on or about November 13, 2000 (the "SIA");

WHEREAS, on July 19, 2021, George D. Kupfner's Estate passed to the Estate of Bonnie Kupfner;

WHEREAS, following Bonnie Kupfner's death on or about December 22, 2023, Bonnie Kupfner's Estate passed in part to Defendant;

WHEREAS, Defendant assigned Defendant's interests in the Bonnie Kupfner Estate to George L. Kupfner;

WHEREAS, on March 12, 2025, the Town filed a complaint against Defendant and others in the District Court of Boulder County, Case No. 2025CV30208 (the "Case"), alleging that Defendant and others had neither completed the subdivision improvements nor dedicated any subdivision improvements to the Town as required by the SIA;

WHEREAS, Defendant disputes the Town's claims in the Case; and

WHEREAS, the Parties have agreed that, to avoid additional expense and uncertainty of litigation, it is in their respective best interests to enter into this Agreement to settle and resolve the dispute among the Parties, by way of compromise and without any admission of liability by any Party.

NOW THEREFORE, based upon the foregoing recitals and the consideration set forth herein, the amount and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Payment. Within 7 days of the Effective Date, the Town shall pay Defendant the lump sum of \$10.00 (the "Settlement Payment"). Defendant shall not be entitled to any further payments from the Town.
2. Quitclaim Deed. Immediately upon receipt of the Settlement Payment, Defendant shall convey to the Town all of Defendant's interest in the real property, if any, more particularly described by **Exhibit A**, attached hereto and incorporated herein by this reference, together with any improvements thereon (the "Property"), subject to all, if any, valid easements, rights of way, covenants, conditions, reservations and restrictions of record, by quitclaim deed in substantially

the form attached hereto as **Exhibit B** and incorporated herein by this reference. The Town shall record the quitclaim deed with Boulder County.

3. Release. As of the exchange of the Settlement Payment and quitclaim deed, the Parties forever release and discharge each other and their respective officers, directors, employees, agents, representatives, attorneys, contractors, predecessors, successors and assigns from any and all claims, controversies, liabilities, obligations, warranties, payments, reimbursements, set offs, recoupment, amounts due or owing or both, duties, injuries, demands, actions, causes of action, suits, losses, promises, acts, agreements, damages, costs and expenses of any kind or nature, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, based upon law or equity, now existing or hereafter asserted arising out of or relating to any and all circumstances, disputes, or disagreements that now exists or may have existed regarding the SIA.

4. Dismissal. Within 7 days of the exchange of the Settlement Payment and quitclaim deed, the Parties shall jointly file with the court a motion for dismissal of Defendant from the Case, with prejudice.

5. Testimony. Defendant acknowledges and agrees that the Town may call Defendant as a witness in the Case, and that Defendant shall comply with any requests to testify in the Case pursuant to a request by the Town.

6. Representations. Each Party represents, warrants, and agrees as follows:

a. *Legal Advice*. Each Party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement.

b. *Authorization*. Each Party has full power and authority to execute, deliver, and perform this Agreement, and each of them has taken all necessary steps for the execution and delivery of this Agreement.

c. *Assignment*. Other than Defendant's assignment of Defendant's interest in Bonnie Kupfner's Estate to George L. Kupfner, no Party has previously assigned, transferred, granted, or purported to assign, transfer, or grant any of the Claims.

7. Miscellaneous.

a. *Fees and Costs*. Each Party shall bear its own attorney fees, costs and expenses incurred in connection with this Agreement.

b. *No Admission*. This Agreement effects the settlement of Claims that are denied and contested, and nothing in this Agreement shall constitute an admission of liability or wrongdoing by any Party.

c. *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.

d. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

e. *Third Parties.* There are no intended third-party beneficiaries to 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. *Governmental Immunity.* The Town, its officers and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers or employees.

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

DEFENDANT

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

My commission expires:

(S E A L)

Notary Public

EXHIBIT A
Legal Description

That portion of KUPFNER SUBDIVISION REPLAT A, recorded April 2, 2003 at Reception No. 2419628, County of Boulder, State of Colorado, lying between Lots 1A through 9A, and Lots 10A through 19A, and as depicted as "Private Drive, Utility and Drainage Easement" on said Replat.

EXHIBIT B
Quitclaim Deed

QUITCLAIM DEED

This Quitclaim Deed is made and entered into this ____ day of _____, 2025, by and between _____, an individual with an address of _____, _____, CO 80031 (the "Grantor") and the Town of Superior, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, CO 80027 (the "Grantee").

Witness that the Grantor, for and in consideration of the sum of \$10.00, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell and Quitclaim unto the Grantee, its successors, and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with any improvements thereon, located in the Town of Superior, County of Boulder and State of Colorado, described as follows:

*See **Exhibit A** attached hereto and incorporated herein by this reference.*

Subject to all, if any, valid easements, rights of way, covenants, conditions, reservations and restrictions of record.

To have and hold the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, and its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has executed this Quitclaim Deed on this ____ day of _____, 2025.

STATE OF COLORADO)
) ss.
COUNTY OF)

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

My commission expires:

(S E A L)

Notary Public

EXHIBIT A
Legal Description

That portion of KUPFNER SUBDIVISION REPLAT A, recorded April 2, 2003 at Reception No. 2419628, County of Boulder, State of Colorado, lying between Lots 1A through 9A, and Lots 10A through 19A, and as depicted as "Private Drive, Utility and Drainage Easement" on said Replat.

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

March 2025



Prepared by:

Hankard Environmental, Inc.
Colorado, Wisconsin



Monthly Summary – March 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 March 2025. Additional information regarding the measurements follows.

- Over the entire month, a total of 7,493 aircraft operations¹ occurred within 1.25 miles of the measurement location (the distance within which aircraft are audible).
- Of these, 3,618 were touch and go (T&G) operations (48%).
- Over the entire month, aircraft operations were clearly noticeable (aircraft noise measured at approximately 5 dBA above the ambient sound level) for 5,484 minutes (91 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 2,177 minutes (36 hours), which is a 60% reduction.
- The following summarizes the March 2025 noise survey results at the Water Bladder.

**Table 1 - Summary of Daytime Measured Noise Levels and Aircraft Operations, March 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	7,493	---	5,484	3,773	837
	Daily average	242	18	219	151	33
Touch and Go Removed	Total for month	4,593	---	2,177	1,325	210
	Daily average	148	13	87	53	8

- Figure 1 shows the flight paths on March 3, 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), 178 minutes.
 - 10 dBA (significant increase), 94 minutes.
 - 20 dBA (much louder), 12 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 (40 dBA for this hour), meaning that aircraft noise was regularly present.
- Figure 4 shows the flight paths for the entire month of March 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.

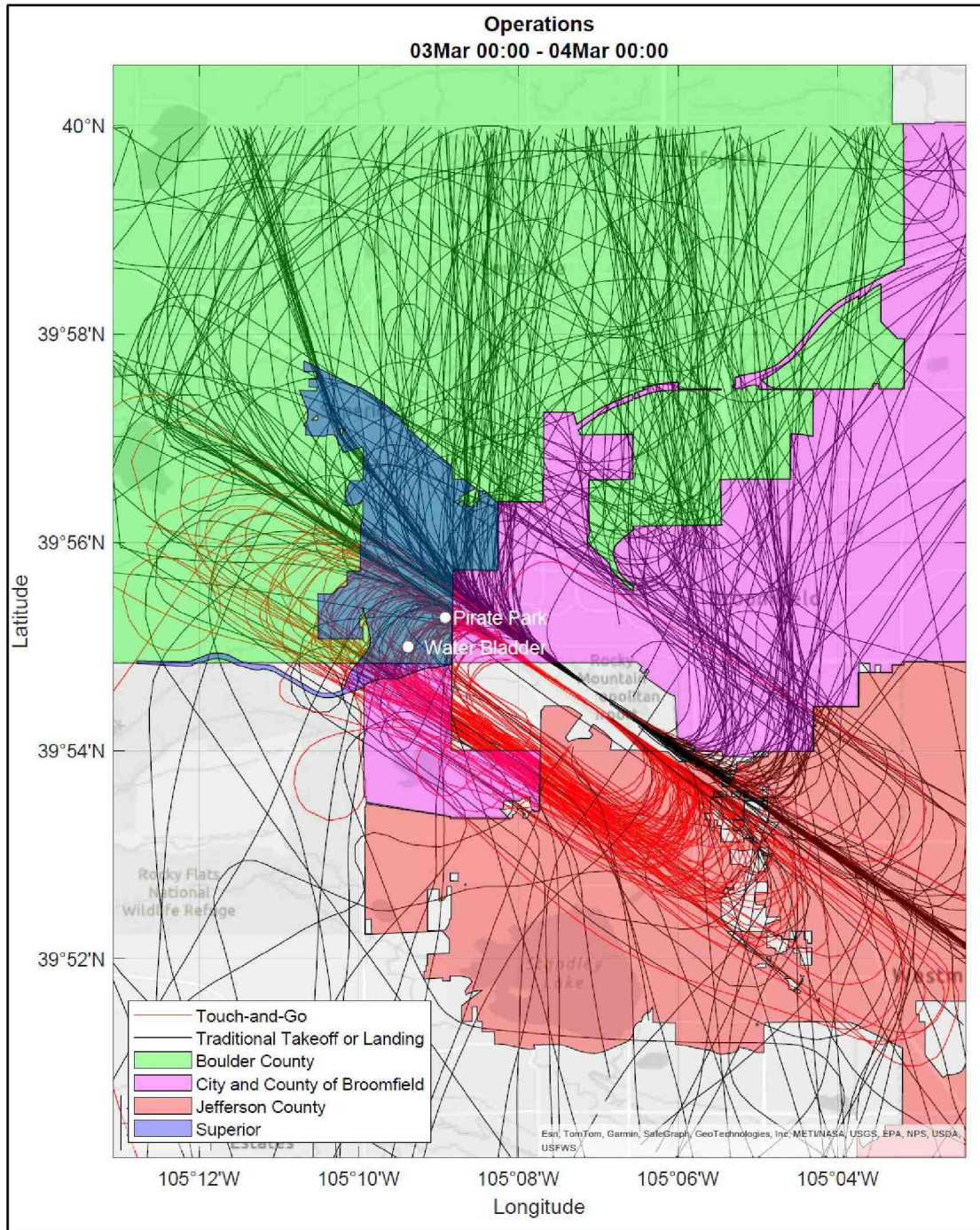


Figure 1 – Flight Paths on Median Day in March 2025 (426 Operations; 112 T&G)

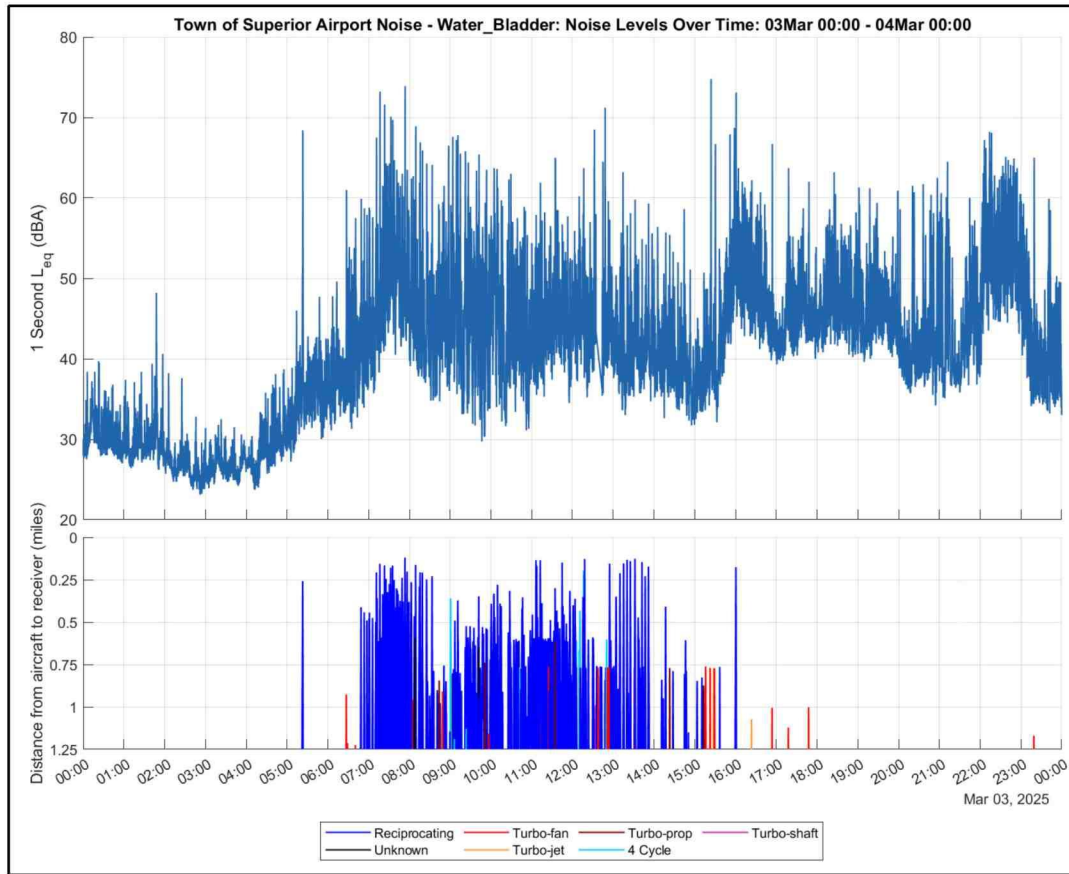


Figure 2 – Noise Levels and Aircraft Operations on Median Day (Water Bladder)

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)	55	51	51	49	48	48	44	42	51	52	47	48	47	47	47
Number of Operations	45	47	58	69	80	48	29	13	9	6	3	1	0	1	1



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

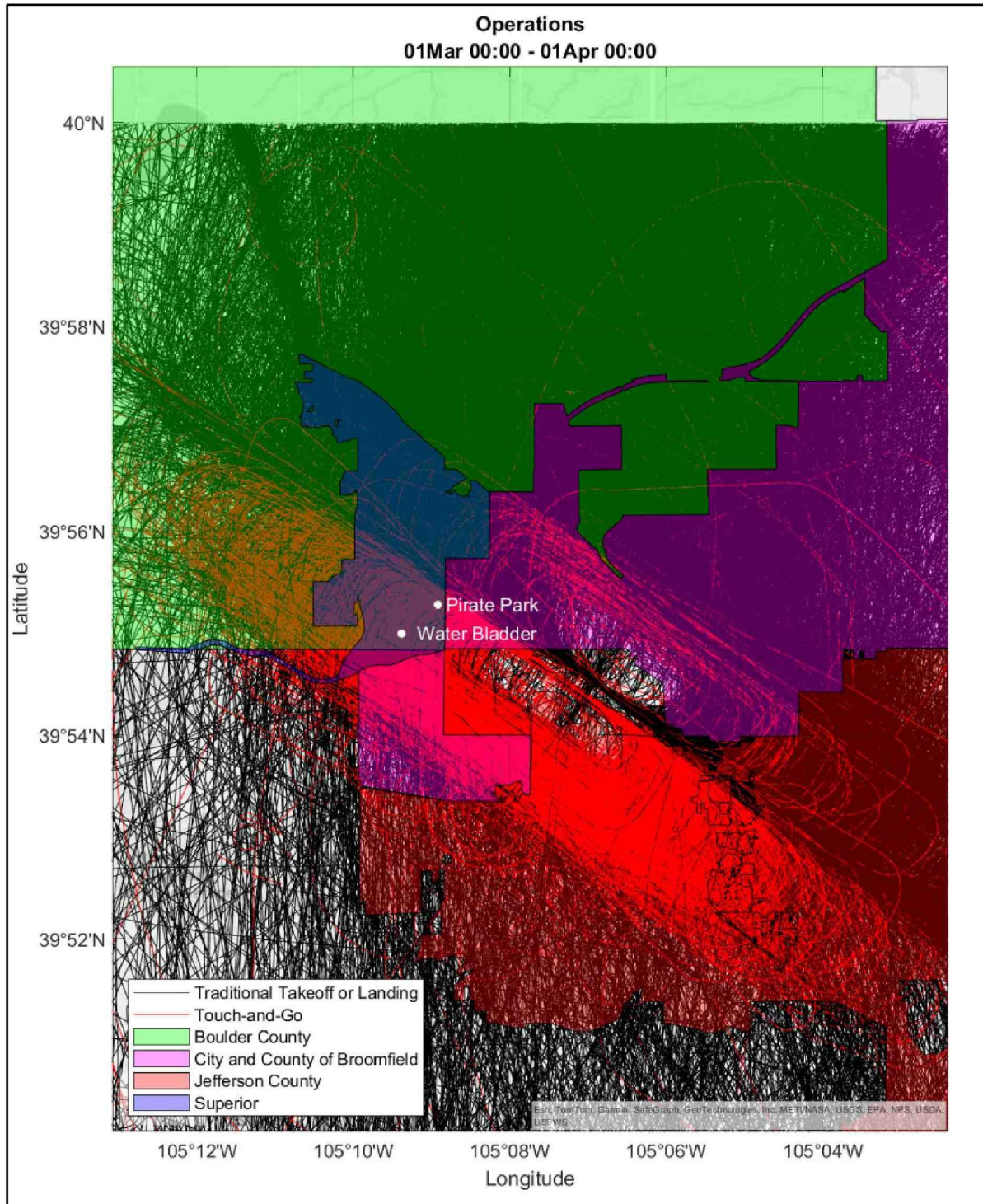


Figure 4 – All Flight Paths in March 2025 (12,827 Operations; 3,973 T&G)

Monthly Summary – March 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 March 2025. Additional information regarding the measurements follows.

- Over the entire month, a total of 8,123 aircraft operations² occurred within 1.25 miles of the measurement location (the distance within which aircraft are audible).
- Of these, 3,691 were touch and go (T&G) operations (45%).
- Over the entire month, aircraft operations were clearly noticeable (aircraft noise measured at approximately 5 dBA above the ambient sound level) for 5,698 minutes (95 hours).
- If T&G operations were not conducted at the airport, an analysis of the measurement data indicates that noticeable aircraft operations would decrease to 3,077 minutes (51 hours), which is a 46% reduction.
- Aircraft noise exceeds the ambient noise level by 20 dBA or more for a significant amount of time at this site (almost one hour per day).
- The following summarizes the March 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, March 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	8,123	---	5,698	4,233	1,420
	Daily average	262	21	219	163	55
Touch and Go Removed	Total for month	5,188	---	3,077	2,243	680
	Daily average	167	18	118	86	26

- Figure 5 shows the measured noise levels and concurrent aircraft activity for March 3, 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), 186 minutes.
 - 10 dBA (significant increase), 112 minutes.
 - 20 dBA (much louder), 24 minutes.
- Table 4 shows the hourly average noise levels and operation counts for this day.
- Figure 6 shows an hour on this day, during which time the measured noise level was often above ambient conditions (40 dBA for this hour), meaning that aircraft noise was regularly present.

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.

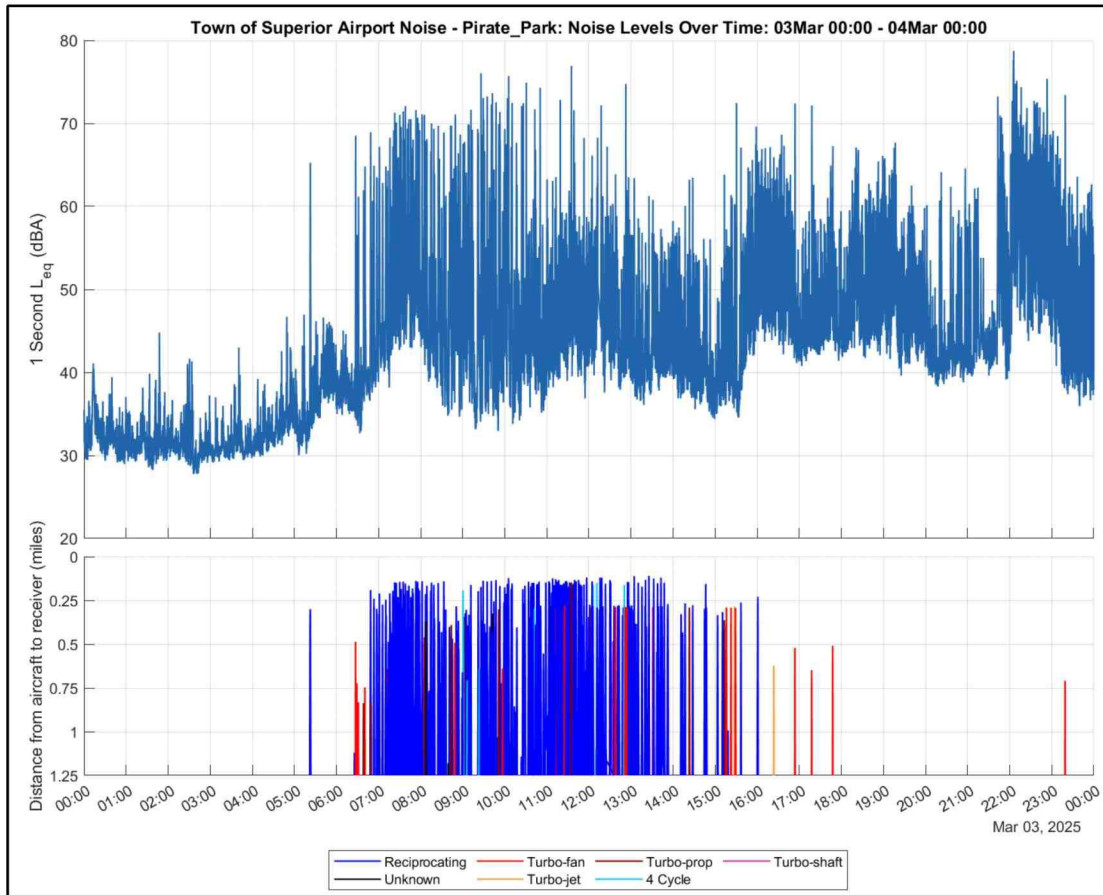


Figure 5 – Noise Levels and Aircraft Operations on Median Day (Pirate Park)

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)	58	55	57	56	53	53	47	46	52	56	51	54	53	48	55
Number of Operations	45	47	58	69	80	48	29	13	9	6	3	1	0	1	1

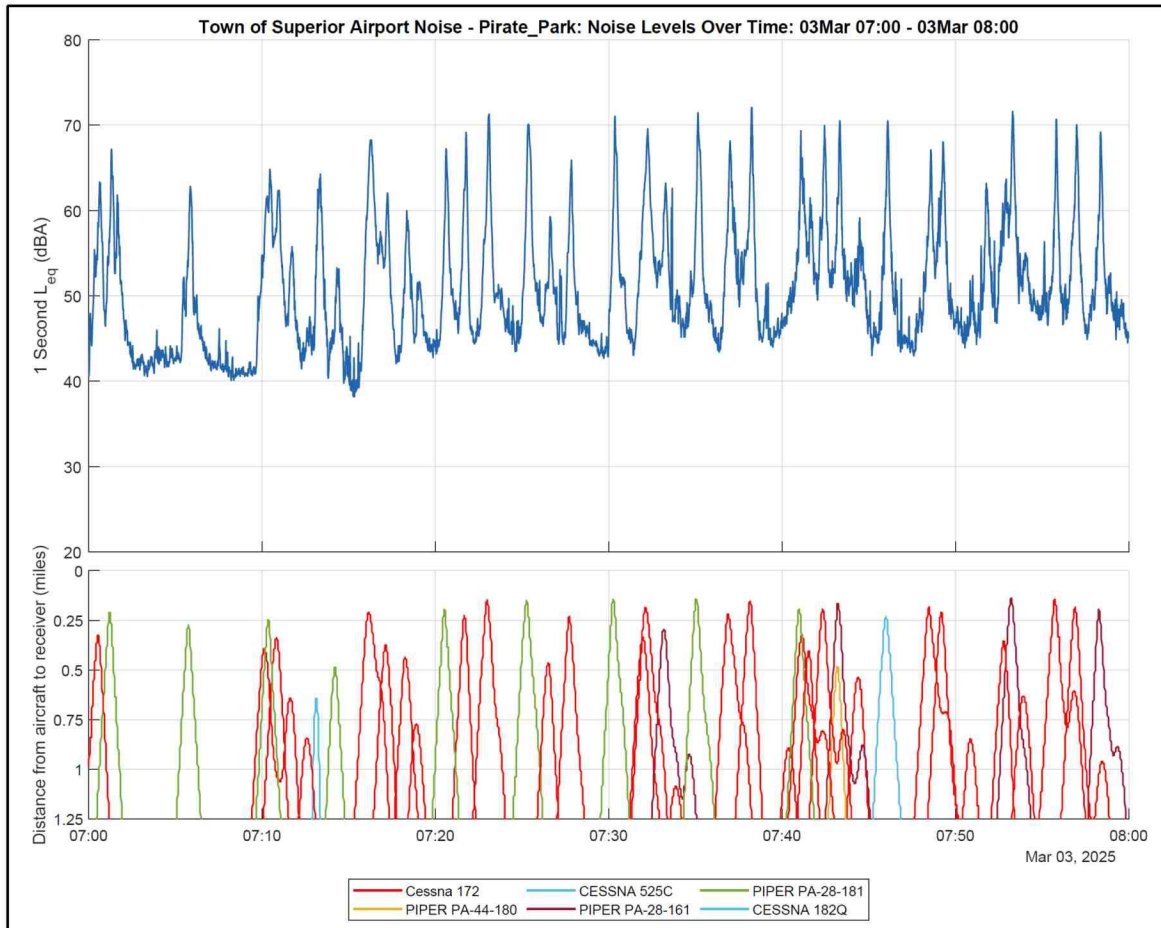


Figure 6 – Noise Levels and Aircraft Operations during an Example Hour on Median Day (Pirate Park)

Detailed Results

1. Measurement Locations and Flight Paths

Noise level monitors were placed at the locations shown in Figure 1-1 and configured to continually measure noise levels. The meters were in service for the entirety of March 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).

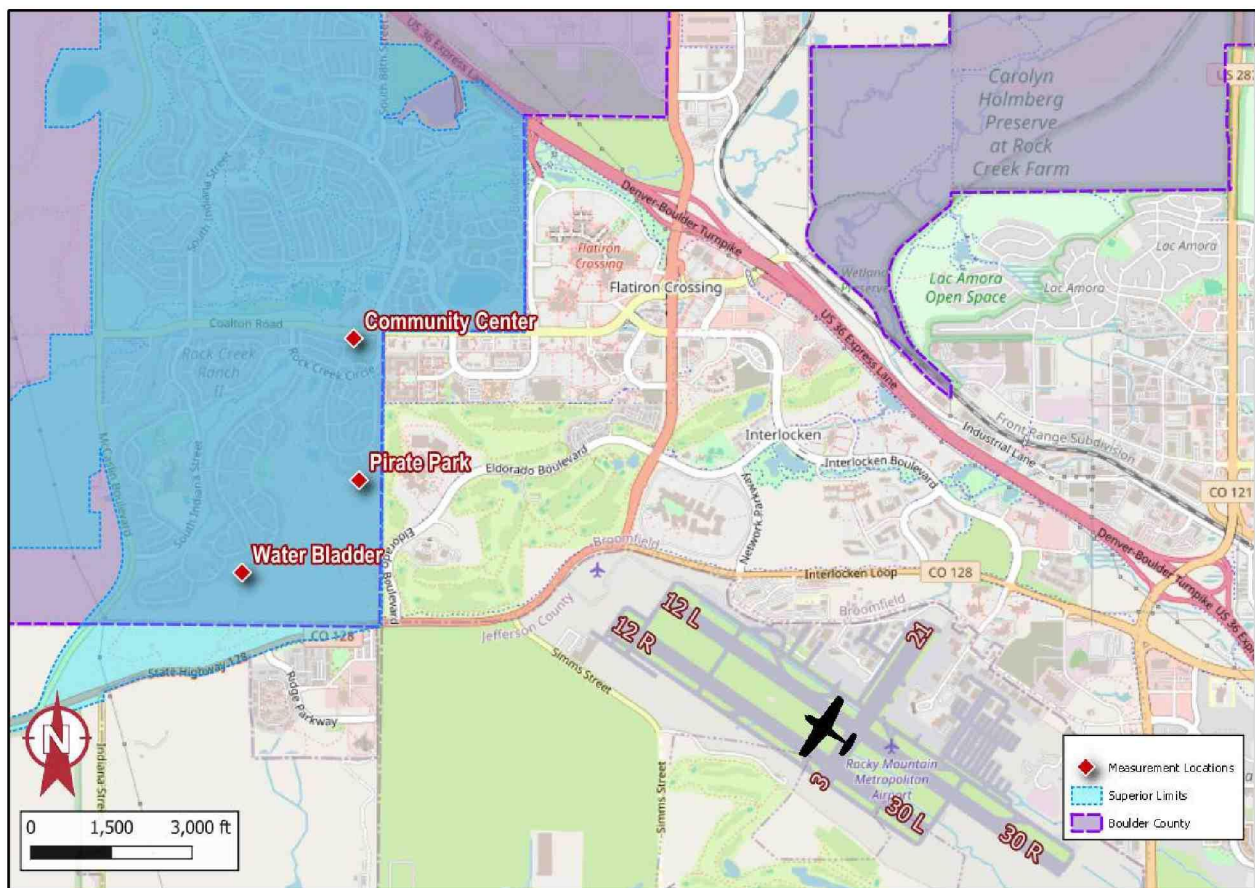


Figure 1-1. Measurement Locations and Airport

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 March 3, and the drift in the measured noise level was well within tolerance (Water Bladder -0.40 dB, Pirate Park -0.38 dB, and Community Center +0.26 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 March 2025. A total of 744 hours of continuous noise, aircraft, and ground wind data were collected. All data was organized into a single database and time synchronized through the cellular network.

Figure 2-1 shows noise levels versus time (top graph) and distance to the nearest aircraft over time (bottom graph) for an example one-hour period at Pirate Park. This example shows one Cessna 172 performing touch and go operations, which involves landing the airplane (shown in red) and immediately taking off again, and results in the airplane passing over the microphone every few minutes. The aircraft shown in blue passes 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 38 dBA during this example hour. With aircraft present levels are as high as 72 dBA, which is a 34 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.

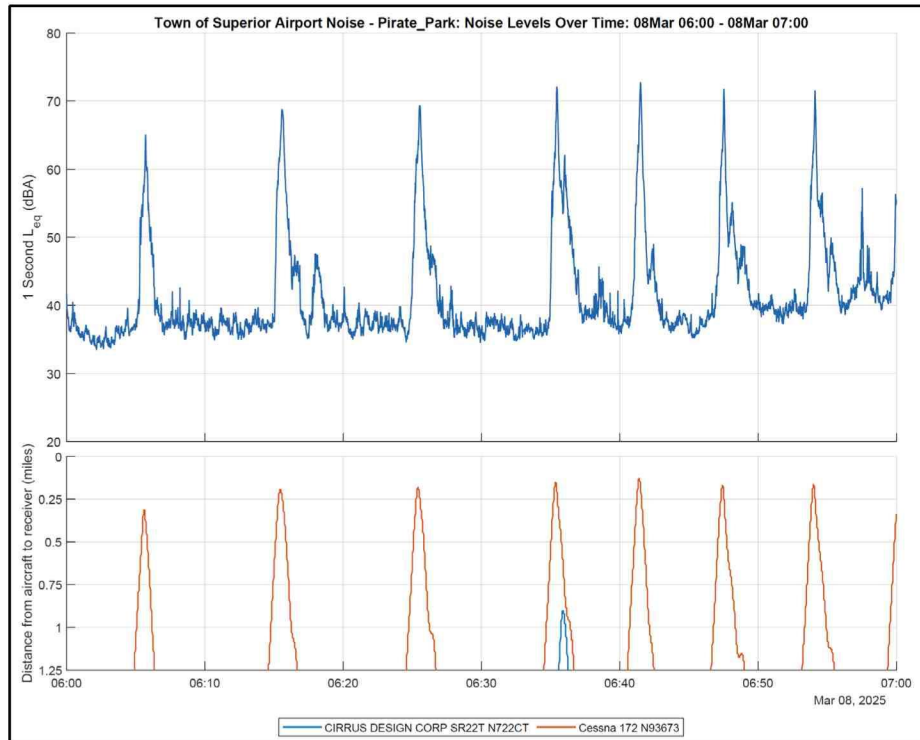


Figure 2-1. Example Time Plot of Measured Noise Levels - Touch and Go Operations

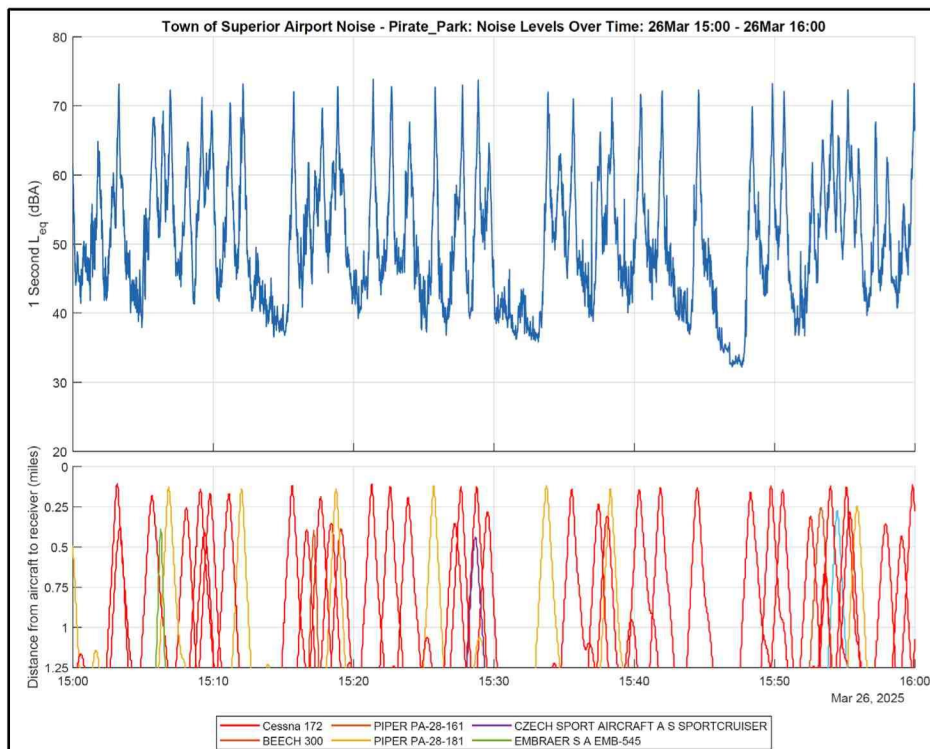


Figure 2-2. Example Time Plot During an Hour with Frequent Aircraft Operations

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 90th percentile, which is the noise level exceeded 90 percent of the time. Noise level contributions from aircraft operations are effectively removed with the L_{90} metric.

3.4 Aircraft Noise Levels

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

3.5 Aircraft Noise Levels without T&G Operations

Aircraft noise levels without T&G operations represent the average of all 1-second samples taken when aircraft operations were audible, but with noise level during all times when an aircraft operation was classified as a subsequent T&G set to the ambient sound level for that day. This simulates what the average noise level would have been if T&G operations took place elsewhere, i.e., a distant airfield. Initial T&G operations were not removed from the analysis because an aircraft would need to take off and land at the airport even if T&G operations were located elsewhere. This initial T&G operation represents the takeoff and landing.

Table 3-1. Aircraft Operations by Type³

Day	Operation Type			Total Operations	Percentage T&G	Total Number of Unique Aircraft
	T&G	Takeoff	Landing			
1-Mar-25	224	223	217	664	34%	155
2-Mar-25	231	201	205	637	36%	149
3-Mar-25	112	155	159	426	26%	140
4-Mar-25	12	26	27	65	18%	37
5-Mar-25	216	269	258	743	29%	147
6-Mar-25	170	116	115	401	42%	118
7-Mar-25	15	32	35	82	18%	46
8-Mar-25	238	222	214	674	35%	136
9-Mar-25	93	194	214	501	19%	139
10-Mar-25	148	136	133	417	35%	123
11-Mar-25	179	229	231	639	28%	138
12-Mar-25	193	253	254	700	28%	149
13-Mar-25	219	219	225	663	33%	146
14-Mar-25	2	32	29	63	3%	46
15-Mar-25	200	143	132	475	42%	110
16-Mar-25	16	43	45	104	15%	66
17-Mar-25	4	27	25	56	7%	33
18-Mar-25	14	34	31	79	18%	41
19-Mar-25	51	62	67	180	28%	75
20-Mar-25	184	209	203	596	31%	149
21-Mar-25	44	83	72	199	22%	87
22-Mar-25	16	55	52	123	13%	65
23-Mar-25	107	120	121	348	31%	112
24-Mar-25	6	42	39	87	7%	44
25-Mar-25	254	312	319	885	29%	161
26-Mar-25	252	291	290	833	30%	153
27-Mar-25	209	226	224	659	32%	143
28-Mar-25	208	209	209	626	33%	141
29-Mar-25	74	71	70	215	34%	76
30-Mar-25	72	38	44	154	47%	54
31-Mar-25	210	160	163	533	39%	124
Month Total	3,973	4,432	4,422	12,827	31%	-

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 Type⁴

Day	Engine Type					
	Piston	Turboprop	Turboshaft	Turbojet	Turbofan	Unknown
1-Mar-25	607	11	5	0	37	4
2-Mar-25	566	13	2	0	48	8
3-Mar-25	355	14	4	2	42	9
4-Mar-25	24	9	2	0	30	0
5-Mar-25	653	29	10	0	44	7
6-Mar-25	317	25	9	0	44	6
7-Mar-25	21	13	2	0	42	4
8-Mar-25	625	15	2	0	25	7
9-Mar-25	429	16	6	0	47	3
10-Mar-25	342	20	2	0	46	7
11-Mar-25	579	7	12	0	36	5
12-Mar-25	632	12	14	0	33	9
13-Mar-25	556	21	18	0	61	7
14-Mar-25	4	11	4	0	39	5
15-Mar-25	424	14	6	0	31	0
16-Mar-25	52	8	0	0	40	4
17-Mar-25	6	7	2	0	37	4
18-Mar-25	42	13	0	0	20	4
19-Mar-25	120	24	0	0	27	9
20-Mar-25	502	21	9	0	52	12
21-Mar-25	137	20	3	2	33	4
22-Mar-25	76	3	0	0	44	0
23-Mar-25	277	7	2	0	55	7
24-Mar-25	33	10	2	0	33	9
25-Mar-25	812	20	13	0	37	3
26-Mar-25	762	17	6	1	39	8
27-Mar-25	592	12	7	5	37	6
28-Mar-25	545	17	7	0	50	7
29-Mar-25	171	8	3	2	28	3
30-Mar-25	97	3	0	0	54	0
31-Mar-25	473	16	4	0	30	10
Month Total	10,831	436	156	12	1,221	171

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 March 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 Levels⁵ and Aircraft Operations⁶ – Water Bladder

Date	Ambient Noise Level (dBA)	Daytime - All Operations						Daytime - T&G Operation Removed					
		Number of Audible Operations	Average Noise Level with Aircraft (dBA)	Aircraft Noise Level Increase Above Ambient (dBA)	Duration of Aircraft Noise Levels Above Ambient (Minutes)			Number of Audible Operations	Average Noise Level with Aircraft (dBA)	Aircraft Noise Level Increase Above Ambient (dBA)	Duration of Aircraft Noise Levels Above Ambient (Minutes)		
					> 5 dBA	> 10 dBA	> 20 dBA				> 5dBA	> 10 dBA	> 20 dBA
1-Mar-25	35	455	52	17	268	159	30	287	47	12	111	56	8
2-Mar-25	33	392	55	22	341	292	103	218	50	17	111	86	26
3-Mar-25	38	270	52	14	178	94	12	195	48	11	92	43	5
4-Mar-25	39	27	51	11	7	4	0	22	50	11	6	3	0
5-Mar-25	39	457	49	10	252	94	4	309	47	7	122	42	2
6-Mar-25	38	226	59	21	218	166	35	104	55	17	57	40	6
7-Mar-25	-	42	-	-	-	-	-	29	-	-	-	-	-
8-Mar-25	34	425	57	23	367	307	106	233	50	16	127	97	23
9-Mar-25	33	273	52	19	179	126	22	210	49	16	112	73	12
10-Mar-25	34	232	53	19	165	112	25	122	48	14	61	37	5
11-Mar-25	33	390	52	19	287	206	41	258	47	14	135	87	12
12-Mar-25	35	376	54	19	292	213	43	253	50	15	151	101	16
13-Mar-25	36	368	56	20	324	250	55	208	48	12	111	78	11
14-Mar-25	-	12	-	-	-	-	-	12	-	-	-	-	-
15-Mar-25	35	294	49	15	246	127	13	143	44	9	80	37	3
16-Mar-25	-	35	-	-	-	-	-	26	-	-	-	-	-
17-Mar-25	-	19	-	-	-	-	-	19	-	-	-	-	-
18-Mar-25	-	42	-	-	-	-	-	33	-	-	-	-	-
19-Mar-25	36	78	54	18	44	27	6	46	49	12	16	8	2
20-Mar-25	35	347	53	18	245	163	30	215	48	13	95	57	9
21-Mar-25	38	84	58	20	48	31	6	58	47	9	21	12	1
22-Mar-25	37	52	55	18	27	17	4	42	52	15	15	8	2
23-Mar-25	38	180	50	12	151	80	3	99	46	8	57	27	1
24-Mar-25	-	25	-	-	-	-	-	21	-	-	-	-	-
25-Mar-25	38	549	52	14	318	156	20	372	48	11	151	70	8
26-Mar-25	35	502	56	21	413	336	82	307	50	14	168	124	18
27-Mar-25	37	419	54	17	279	171	32	258	48	11	113	57	8
28-Mar-25	36	367	55	19	328	253	53	214	49	13	120	84	14
29-Mar-25	36	126	56	20	118	82	20	76	51	15	47	29	5
30-Mar-25	32	98	58	26	96	85	41	40	48	16	18	14	5
31-Mar-25	38	331	58	20	293	223	51	164	52	14	83	54	10
Monthly Average	36	242	54	18	219	151	33	148	49	13	87	53	8
Monthly Total	-	7,493	-	-	5,484	3,773	837	4,593	-	-	2,177	1,325	210

⁵ No usable noise data from March 7, 14, 16, 17, 18, and 24 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 and Aircraft Operations⁷ – 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-Mar-25	44	468	56	13	209	82	12	300	55	12	146	61	10
2-Mar-25	43	422	58	15	255	145	25	247	57	15	158	94	21
3-Mar-25	45	276	58	13	124	51	8	201	57	12	95	42	8
4-Mar-25	43	33	62	18	20	13	2	28	61	18	16	10	2
5-Mar-25	43	456	55	12	236	72	8	308	55	11	176	61	8
6-Mar-25	45	248	60	15	144	75	12	124	59	14	76	45	10
7-Mar-25	44	45	61	17	26	16	4	32	61	17	15	11	3
8-Mar-25	44	449	59	15	270	148	24	257	58	14	175	104	21
9-Mar-25	40	289	56	17	190	105	22	226	56	17	159	93	21
10-Mar-25	41	264	54	14	129	52	9	149	53	13	81	35	8
11-Mar-25	42	406	56	14	200	90	15	274	55	13	144	68	13
12-Mar-25	42	405	57	15	260	148	27	282	57	15	196	116	25
13-Mar-25	43	402	58	14	211	103	18	241	57	14	133	69	15
14-Mar-25	44	27	61	16	8	5	1	27	61	16	8	5	1
15-Mar-25	41	305	54	13	154	54	7	148	54	12	99	41	6
16-Mar-25	41	52	57	16	28	20	2	43	56	15	21	15	2
17-Mar-25	41	22	63	22	9	7	2	22	63	22	9	7	2
18-Mar-25	41	47	57	16	27	15	3	38	57	15	22	13	3
19-Mar-25	41	89	58	17	50	29	7	57	58	16	34	22	7
20-Mar-25	40	385	56	15	220	115	19	254	55	14	148	83	15
21-Mar-25	40	113	57	17	62	33	7	87	56	16	43	24	6
22-Mar-25	43	67	61	18	30	16	4	57	61	18	25	14	4
23-Mar-25	41	195	55	13	117	46	7	114	54	13	80	37	7
24-Mar-25	42	46	58	16	19	12	2	42	57	16	17	11	2
25-Mar-25	44	573	56	12	246	88	12	396	55	11	186	70	11
26-Mar-25	44	522	59	16	336	197	33	328	59	15	236	147	31
27-Mar-25	42	433	56	14	225	111	18	273	56	13	163	83	16
28-Mar-25	43	395	58	15	249	135	21	242	57	14	163	94	19
29-Mar-25	43	133	59	16	100	50	9	83	58	15	68	39	9
30-Mar-25	42	105	62	19	77	47	12	47	61	19	32	23	10
31-Mar-25	43	350	58	15	239	138	22	184	57	14	132	83	18
Monthly Average	42	259	58	15	144	72	12	165	57	15	99	52	11
Monthly Total	-	8,022	-	-	4,470	2,221	373	5,111	-	-	3,057	1,622	330

⁷ This report counts each touch and go operation as a single operation. The Federal Aviation Administration counts each touch-and-go operation as two operations.

Table 4-3. Summary of Measured Noise Levels⁸ and Aircraft Operations⁹ – 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-Mar-25	37	468	56	19	254	157	41	300	52	15	139	81	19
2-Mar-25	35	420	60	24	347	281	110	243	54	19	160	128	45
3-Mar-25	39	278	57	17	186	112	24	203	54	15	121	72	13
4-Mar-25	39	34	62	23	19	14	5	29	62	23	15	12	4
5-Mar-25	40	458	54	14	277	136	12	310	52	13	172	86	9
6-Mar-25	40	256	62	22	219	162	57	130	58	18	80	59	19
7-Mar-25	36	45	59	23	26	20	9	32	58	22	14	11	7
8-Mar-25	35	454	61	25	400	335	142	262	55	20	190	153	57
9-Mar-25	33	292	57	23	228	196	97	229	55	21	165	138	63
10-Mar-25	35	271	58	23	213	177	66	155	53	18	102	85	31
11-Mar-25	39	408	57	19	282	185	48	275	54	15	168	106	24
12-Mar-25	36	420	58	22	336	261	94	293	55	19	219	168	55
13-Mar-25	37	415	60	23	374	301	116	252	56	19	183	151	56
14-Mar-25	-	28	-	-	-	-	-	28	-	-	-	-	-
15-Mar-25	36	307	53	17	243	166	24	149	50	13	111	76	11
16-Mar-25	-	56	-	-	-	-	-	47	-	-	-	-	-
17-Mar-25	-	22	-	-	-	-	-	22	-	-	-	-	-
18-Mar-25	42	47	60	18	33	19	4	38	58	16	22	13	3
19-Mar-25	38	97	58	20	69	52	16	65	55	17	38	28	7
20-Mar-25	37	390	59	22	279	209	76	257	54	18	155	114	37
21-Mar-25	36	118	61	24	81	68	33	92	57	21	52	44	20
22-Mar-25	38	67	60	22	40	29	12	57	59	21	29	22	9
23-Mar-25	38	197	56	18	174	136	25	116	54	16	89	72	14
24-Mar-25	-	47	-	-	-	-	-	43	-	-	-	-	-
25-Mar-25	39	576	56	17	304	177	34	399	52	14	188	106	17
26-Mar-25	37	524	60	23	426	358	133	328	55	18	229	191	60
27-Mar-25	37	435	58	20	311	220	67	274	53	16	166	114	28
28-Mar-25	37	395	59	22	339	266	94	242	54	17	172	133	38
29-Mar-25	36	137	61	25	134	104	35	85	58	22	70	54	19
30-Mar-25	34	105	62	28	105	94	46	47	57	23	31	26	15
31-Mar-25	-	356	-	-	-	-	-	186	-	-	-	-	-
Monthly Average	37	262	59	21	219	163	55	167	55	18	118	86	26
Monthly Total	-	8,123	-	-	5,698	4,233	1,420	5,188	-	-	3,077	2,243	680

⁸ No usable noise data from March 14, 16, 17, and 24 due to high wind and from March 31 due to equipment malfunction

⁹ This report counts each touch and go operation as a single operation. The Federal Aviation Administration counts each touch-and-go operation as two operations.



ITEM NO. 7

INFORMATION FOR MEETING OF THE SUPERIOR TOWN COUNCIL

AGENDA ITEM NAME: Public Hearing and Second 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 28, 2025

PRESENTED BY: Jeff Stone, Finance Director

PRESENTED FOR: Action

BACKGROUND:

The information in this memo has not changed from the April 14, 2024 Town Board Meeting memo for this same agenda item.

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 10 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:

Approval 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:

Approval 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 recalculated 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 irrevocable 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

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED DATE</u>	<u>CUSIP</u>
_____ %	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. 8

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 28, 2025

PRESENTED BY: Renae Stavros, AICP, Planner III

PRESENTED FOR: Approval

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 or 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 ordinance includes language to achieve compliance with the State law.

STAFF RECOMMENDATION:

Approval of the ordinance. The first reading of the ordinance took place on April 14, 2025, with no recommended changes to the Code Updates.

BUDGET IMPLICATIONS:

Moderate fees and use taxes may be collected over time due to construction of ADUs.

ATTACHMENTS:

1. 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:

<i>Standard</i>	<i>R-E</i>	<i>R-VL</i>	<i>R-L</i>	<i>R-M</i>	<i>R-MH</i>
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:

<i>Standard</i>	<i>B-C</i>	<i>B-R</i>	<i>B-O</i>	<i>M-U</i>
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 <u>Town of Superior Design Standards and Specifications for Street Classifications</u>)				
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.

<i>Standard</i>	
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, <i>et seq.</i> , 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

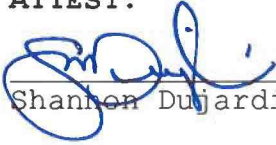
0 "no" votes

ADOPTED this 18th day of February, 2025.

David T. Harper

David Harper, Chair

ATTEST:



Shannon Dujardin, Town Clerk



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:

<i>Standard</i>	<i>B-C</i>	<i>B-R</i>	<i>B-O</i>	<i>M-U</i>
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 <u>Town of Superior Design Standards and Specifications for Street Classifications</u>)				
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 <u>unit</u> 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.

<i>Standard</i>	
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, <i>et seq.</i> , 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**

<i>Use</i>	<i>R-E</i>	<i>R-VL</i>	<i>R-L</i>	<i>R-M</i>	<i>R-MH</i>
Single-family-unit dwellings (including modular or manufactured homes on permanent foundations)	P	P	P ¹	P	C
Mobile homes (no permanent foundation)	X	X	X	X	P
Two-family-unit dwellings	X	X	X	P	C

Created: 2024-10-31 12:04:48 [EST]

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)**

<i>Use</i>	<i>B-C Community</i>	<i>B-R Regional</i>	<i>B-O Office Park</i>	<i>M-U Mixed Use</i>
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

<i>Use</i>	<i>A-UR</i>	<i>OS-R</i>	<i>OS-N</i>
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 ⁴⁴ 20 15 ²	25 ⁴⁴ 20 15 ²	30
Side yard setback all structures (principal and accessory uses and structures - interior lot line)	20	10	5	10 ⁴⁰ 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 ⁴⁴	8 ^{3, 44}	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 12)	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 ⁸⁶	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") are 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 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

<i>Use</i>	<i>Parking Requirements</i>
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, <i>et seq.</i> , 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