



REVISED

Town Council Meeting Agenda

Monday, August 25, 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 ([instructions](#)) 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 Cultural Arts and Public Spaces Advisory Committee (CAPS).
(6:00 p.m.)
2. Call to Order Meeting of Town Council (7:00 p.m.)
3. Preliminary Matters (7:00 p.m.)
 - a. Pledge of Allegiance
 - b. Roll Call
 - c. Approval of Agenda
 - d. Council Reports
 - e. Public comment on Consent Agenda, Presentations, and Non-Agenda Items. Persons making public comment are asked to state your name and the city you live in (limit 5 min./person)
4. Advisory Committee Interview – Advisory Committee for Environmental Sustainability (ACES) (7:25 p.m.)
5. Project Updates – None

6. Presentation
 - a. E-bikes Discussion (7:25 p.m.)
 - b. Landscape Fee Rate Study (7:55 p.m.)
7. Consent Agenda (8:40 p.m.)
 - a. Approval of Council Meeting Minutes
 - b. Acceptance of Committee Meeting Notes
 - c. Consideration of Resolution of the Town Council of the Town of Superior Approving Advisory Committee Appointments for Superior Youth Leadership Council (SYLC)
 - d. Second Reading – Consideration of an Ordinance of the Town Council of the Town of Superior Amending Chapter 6 of the Superior Municipal Code by the Addition of a New Article XI Regarding Contractor Licensing
 - e. Consideration of Ordinance Amending Chapter 11 of the Superior Municipal Code Regarding the Warranty Period for Work Performed in the Public Right-Of-Way
 - f. Consideration of Resolution of the Town Council of the Town of Superior Approving the Snow Removal Contract
 - g. Consideration of Approving the 2nd Quarter Financial Report
 - h. Airport Noise Report
8. Continuation of Public Hearing – Consideration of Resolution of the Town Council Approving Supplemental Budget and Appropriations for 2025 (8:50 p.m.)
9. Community Park Playground Design Approval (9:00 p.m.)
10. 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

August 11, 2025
Town Hall, 124 E. Coal Creek Drive
Superior, CO 80027
6:00 p.m.

Call to Order Meeting of Town Council

Mayor Mark Lacis called to order the meeting of the 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
Council Member Neal Shah

Absent: None

Others Present:

Town Manager Matt Magley
Town Attorney Nicholas Hartman
Town Clerk Shannon Dujardin

Approval of Agenda

Mayor Lacis asked if there were any changes to the agenda. Council Member Shah asked to pull items 6h (Consideration of Resolution of the Town Council of the Town of Superior Approving the Purchase and Sale Agreement for Property at 123 E. Coal Creek Drive and and 6i (Consideration of Resolution of the Town

Council of the Town of Superior Approving Downtown Superior Parcel K (plaza) Quit Claim Deed) from the consent agenda.

Motion: Council Member Heather Cracraft moved to approve the Agenda with items pulled 6h and 6i pulled, seconded by Mayor Pro-Tem Jason Serbu.

Vote: CARRIED. 7 - 0

Council Reports

Public comment given by: Mary Walker, Rob Munio, Jamie Dixon, Chris Lacis, Steven Thomas, David Gittner, George Kupfner, Anthony Harrigan, And Brad Walker. Lane Labee via Zoom.

Advisory Committee Interviews – Superior Youth Leadership Council (SYLC)

Comprehensive Plan Update

Presentation given by Renae Stravos, Planning and Building Director and Nora Bland, Cushing Terrell (Consulting Team)

Transportation Plan Update

Presentation given by Alex Bullen, Public Works & Utilities Program Supervisor Emma Kingsley, Transportation Engineer, Consor Engineering

Consent Agenda

- Approval of Council Meeting Minutes
- Acceptance of Committee Meeting Notes
- Consideration of Resolution of the Town Council of the Town of Superior Approving Advisory Committee Appointment for Environmental Sustainability (ACES) and Cultural Arts and Public Spaces Advisory Committee (CAPS)
- Consideration of Resolution of the Town Council Approving Sagamore Quit Claim Deeds
- Consideration of Resolution of the Town Council of the Town of Superior Approving Lighthouse Transportation Group for the 2025 Traffic Signal Equipment Project
- Consideration of Resolution of the Town Council of the Town of Superior Approving McCaslin 16" Watermain Project Change Order
- Consideration of Resolution of the Town Council of the Town of Superior Approving Rock Creek Parkway Design Contract
- Consideration of Resolution of the Town Council of the Town of Superior Adopting the Town of Superior Transportation Plan
- Airport Noise Report (July)

Motion: Mayor Pro-Tem Jason Serbu moved to approve the Consent Agenda, with item 6h and 6i pulled, seconded by Council Member Heather Cracraft.
Vote: CARRIED. 7 – 0

Consideration of Resolution of the Town Council of the Town of Superior Approving the Purchase and Sale Agreement for Property at 123 E. Coal Creek Drive

Motion: Council Member Neal Shah moved to approve item 6h - A Resolution of the Town Council of the Town of Superior Approving the Purchase and Sale Agreement for Property at 123 E. Coal Creek Drive, seconded by Council Member Stephanie Miller. **Vote:** CARRIED. 7 - 0

Consideration of Resolution of the Town Council of the Town of Superior Approving Downtown Superior Parcel K (plaza) Quit Claim Deed

Public Comment given by Ryan Hitchler via Zoom

Motion: Council Member Neal Shah moved to approve item 6i - A Resolution of the Town Council of the Town of Superior Approving Downtown Superior Parcel K (plaza) Quit Claim Deed, seconded by Council Member Stephanie Miller.

Vote: CARRIED. 6 – 1

YES: Lacis, Serbu, Cracraft, Foster, Miller and, Kaaoush

NO: Shah

Public Hearing – Consideration of Resolution of the Town Council Approving Supplemental Budget and Appropriations for 2025

Presented by Jeff Stone, Finance Director

Motion: Council Member Heather Cracraft moved to continue the Public Hearing of Approval a Resolution of the Town Council Approving Supplemental Budget and Appropriations for 2025 to August 25, 2025, seconded by Council Member Mike Foster.

Vote: CARRIED. 7 - 0

First Reading – Consideration of Ordinance Amending the Code for Contractor Licensing

Presentation given by Renae Stavros, Planning and Building Director.

This item was listed as a public hearing, but it was determined that a public hearing was not necessary, per Town Attorney Nicholas Hoffman.

Regional Housing Needs Assessment Review and Comment

Presentation given by Renae Stavros, Planning and Building Director

**Consideration of Resolution of the Town Council of the Town of Superior
Approving Vision Zero Plan**

Presentation given by Alex Bullen, Public Works & Utilities Program Supervisor, Jessica Hernandez and Emma Knisley from Consor Engineering.

Motion: Council Member Neal Shah moved to approve a Resolution of the Town Council of the Town of Superior Approving Vision Zero Plan, seconded by Mayor Pro-Tem Jason Serbu.

Vote: CARRIED. 7 - 0

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

Motion: Council Member Neal Shah moved to enter executive session to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), regarding the Kupfner litigation and related matters, seconded by Council Member Mike Foster.

Vote: CARRIED. 7 - 0

Adjournment (10:56 p.m.)

Mark Lacis, Mayor

Shannon Dujardin, Town Clerk



AGENDA
Town Council & Historical Commission
DINNER MEETING
August 25, 2025, 6 – 7 p.m.
TOWN HALL

CAPS Budget Discussion Topics and Recommendation(s):

1. Town murals and mural festival
2. Sundance Film Festival
3. Big Picture discussion – what does the Town want from CAPS?
 - a. Discussion of adding street art to underpasses for aesthetics and security, and to sides of buildings in Downtown Superior to create a sense of place and to draw people to Downtown Superior.
4. CAPS budget realignment
 - a. CAPS annual [larger] budget within PROS and CIP:
 - i. Realignment would help legitimize how CAPS budget (and that of Arts & History division) are spent and/or documented.
 - ii. Realigning CAPS budget away from CIP would support future funding eligibility since many funders, specifically SCFD, do not fund capital.
 - iii. CAPS events and programming should technically not be funded from CIP, as CIP funds are specifically designed for long-term investments in physical infrastructure and facilities.
 - iv. Public art budget should remain in CIP.
 - b. CAPS annual \$5K budget (General Fund)
 - i. Like the other advisory groups, this budget is utilized for events and programming.

Cultural Arts and Public Spaces

2025 Work Plan

Introduction

The Cultural Arts and Public Spaces (CAPS) advisory committee was chartered to “...envision and create engaging arts and cultural experiences, inspired public spaces, opportunities for community building and to advise the Town Council on such matters.” Among other duties described in the founding resolution, CAPS is charged to: “advise the Town Council on the *selection of art installations and artistic and cultural development* within Superior; to envision, create and inspire *active opportunities to engage in fine and cultural arts* within Superior; to develop, energize and *activate public spaces* that reflect the spirit, culture and heritage of Superior; and to *cultivate opportunities to gather and create community* in Superior.”

The 2025 Work Plan is derived principally from the Placemaking Plan and our charter, but augmented with the changing needs of our community, the passions and interests of the committee members, and anticipated funding in the Town’s 2025 Budget. Not only do we consider both the interests of our committee members – several of which are new since the 2024 work plan – but also lessons learned from our 2024 activities.

In 2025 our goals are similar to last year – engaging residents with the arts, activating public spaces including the upcoming Civic Center, and pursuing new art installations for the Town. Additionally in 2025, we have several members interested in increasing engagement with the arts by developing a media presence around our efforts. This includes things like an active social media presence, deliberate media productions around art installations, invitations to residents to participate in the installations, and work on marking the Town’s artwork and linking to a rich web experience.

2025 Work Plan

Last year, we produced a schedule detailing the timeline for all of our events in 2024. This year, when we started down that road, we discovered that almost all of the events were “all year” events and the Gantt Chart looked a little silly. For example, we anticipate the Neighborhood Sponsorship program to run all year, now that it has been previously formulated. ARTery events, Art Roster events, and Art Lecture events will be part of monthly series that run all year. Progress on mural installations will span the year, as will the new initiative to mark the outdoor collection with plaques. Thus, we have skipped the timeline in this plan, with our regrets to Trustee Shah.

2025 Budget

The CAPS activity plan for 2025 is summarized in the budget table below. Each line item has a dedicated description in the text below, however we wish to highlight some notable changes and additions here.

The most obvious addition is the idea of a “**monumental artwork**,” which is the goal of creating a piece of art that would be a *destination* for visitors across the region. This is not something that we expect the Town to fund, but include in the work plan as something we will begin to pursue and potentially fundraise for in 2025.

New for 2025 is a **monthly art lecture series**, conceived with several interwoven purposes at heart. We have several members who are interested in bringing art to Superior in ways that don’t require our residents to be artists themselves (which may be the expectation for a photo walk or stained-glass workshop), but who are enthusiasts that would rather learn about art history, see displays by local artists, hear the history of regional art, etc. This will also be an excellent way to utilize the event space planned for the new Civic Space.

Per the introduction above we have also included a **media budget**, which we intend to use to share Superior’s art with those who cannot see it in person, and to generally broaden our reach. For example, we intend to record the art lecture series and publish those videos for future consumption. We would like to document art installations, perhaps by making time-lapse videos of mural progress or commissioning drone footage of the larger pieces. This media can be used by CAPS and the Town on social media and otherwise to attract attention to Superior, our growing art collection, and our new walkable downtown.

Several other programs, initiated in 2024, are continued into 2025 with the hopes of gaining momentum. The **neighborhood sponsorship program** has gathered interest but was only kicked off in mid-summer of 2024, so we would like to continue to let that grow. Likewise with the **mural** budget: it has been slow going in 2024 but we have learned a lot and wish to carry our lessons into 2025 with a full head of steam. We have built out our **digital gallery** with excellent display screens, and will continue to utilize them for digital events in 2025.

Please see the descriptions in the following section for more details about each line item.

2025		
Category	Name	Amount
Art Path	Rent/buy/install artwork	\$ 23,000.00
Public Art	Outdoor Collection Plaques	\$ -
	Media Production	\$ 10,000.00
	Peace Poles	\$ 500.00
	Waterproof Paint (Rainworks)	\$ 1,000.00
	Spring AI Art Competition	\$ 1,500.00
Events and Programming	Digital Exhibitions	\$ 1,000.00
	Neighborhood Grants	\$ 5,000.00
	Geocaching	\$ 500.00
	Community music events	\$ 2,000.00
	Community Art Exhibition/Pop-up	\$ 1,000.00
	Monthly Art Lectures	\$ 2,500.00
Elevate Creative Capital	Artist Roster Events/Workshops	\$ 2,000.00
	Mural projects	\$ 20,000.00
		\$ 70,000.00
Monumental Artwork	Commission/acquire/install artwork	\$ 400,000.00

Project Details

The following sections provide a brief description of each project. These descriptions follow the budget table above in order.

Art Path

In late 2023 and early 2024, with the aid of a hired consultant, we revised the plan for the ARTery and elected to focus our efforts on a core region to develop critical mass. We picked Downtown Superior for its high density, proximity to Original Town, and nearness to the intended ‘start’ of the art path.

Unfortunately, the Metro District has proven very difficult to work with, and most of those intentions (including the placement of Coyote/Hawk, Silencio, and several mural concepts) were either postponed or relocated.

Early in 2025, we plan to regroup on the ARTery strategy, formulating a revised strategy for how to roll out the artwork, which areas to focus on for acquisition, and how to implement temporary or semi-permanent markings. There is a significant allocation in the budget for acquisition and installation of artwork in this vein.

Outdoor Collection Plaques

CAPS would like to begin to annotate our outdoor collection with information on the artist, the date of acquisition/installation, the title of the piece, and a reference to more information on the Town website. Depending on the size, quality, and durability of the plaque, these can cost between \$25 and \$400 each. We hope to be able to do approximately ten pieces in 2025 for about \$3000. This effort would be in partnership with the Arts & History Supervisor. Example below from Lafayette’s collection. (*Drew, CAPS, and JG.*)



Media Production

As mentioned above, we wish to formalize the town's media production surrounding our artwork, including recording lectures and seminars for future use and documenting events (like the ornament workshop) and installations (like sculptures or murals).

Consider a reasonably high-production video on the creation of the McCaslin underpass mural, with a time-lapse of the painting, an interview with the artist, footage of residents' engagement and reaction to the piece. This could be shared with residents on existing Town media (website, email lists) and also on social media (Facebook, YouTube, Instagram, etc).

Furthermore, the investment in hiring speakers for the lecture series would go much further if these talks were recorded for future use. This project was successfully piloted in 2024 with the video production for Silencio and Vita Nova, and will be further refined in 2025. *(Brandon will lead.)*

Peace Poles

This is a simple and engaging idea brought by member Sherry Smith, and simply involves decorating wooden poles (similar to fence posts) that could be installed along the ARTery. The poles are expected to cost ~\$50 each and would be a great way to engage a neighborhood in a specific region of the ARTery path that currently has little adornment. *(Sherry will lead.)*



Rainworks

Another simple and relatively inexpensive idea brought by Sherry is the Rainworks paint, which is invisible under dry conditions but appears when wet. This would also likely be part of an ARTery activation, and fits in with ideas requested by residents for murals and “found art.” The actual template for the design would need to be created, either by CAPS or a hired artist. *(Sherry will lead.)*



AI Art Competition

Our 2024 competition concluded in September of 2024. This project was modestly successful and also moderately controversial. We received 34 submissions that were the primary subject of our digital art event at the Eatery in the Sports Stable. Although we feel like this was a slow start for a state-wide art competition, a huge amount of energy was committed to developing the guidelines, jurying, art call, prize system, etc. Armed with lessons learned from publicizing this first event, we feel that we can host a second annual event with significantly less overhead, and garner more response. We are not shying away from the mixed reactions that this new artform has received. *(Chris will lead.)*



Ornament Workshop

Due to the venue change of the Winter Festival from the Community Center to the Plaza in Downtown Superior, the ornament workshop was cancelled for 2024. We do not see this event returning to the Community Center in 2025 so for now we are removing this activity from our work plan. We will revisit this idea after experiencing this year's festival.

Digital Exhibitions

As mentioned above, in 2024 CAPS invested in the creation of a digital art gallery consisting of five (5) 65-inch Samsung "The Frame" displays on movable stands. We have held one successful event in the Community Center with another in September featuring the results of the AI Art Competition. In 2025 we will continue to program these displays, bringing digital art to the community in a variety of creative ways.

We are also considering the possibility that the frames might serve best as a semi-permanent digital gallery in the Civic Space, however we will balance this idea with the novelty of being able to transport the digital gallery to unique venues. *(Chris will lead.)*

Neighborhood Sponsorships

Like the AI art competition, this program took a tremendous amount of effort to formulate, document, approve, implement, and publicize. We used Arvada's program as a model (with their permission) and now have the program in place, and are receiving a steady flow of applications.

In 2025 we would like to simply continue the program, with a larger budget and more publicity, to see where this idea will take us. The hard part was done in 2024 and now we simply need to coax the program to fruition. *(Drew will lead.)*

Workshops and Art Lectures

In 2024 CAPS had great success leading a series of workshops including: an AI art lecture, a photo walk, a giant clay bead making workshop, a stained-glass workshop, needle felting, and more. While these events were very well received and generated some great feedback, we learned two valuable lessons. 1) A regular schedule would greatly benefit our ability to plan and publicize these workshops, and 2) when something is provided for free, attendees do not feel obligated to attend.

In 2025 we will continue to drive both the ARTery engagement angle (like the photo walk) as well as events intended to drive the art roster (like the stained-glass workshop), however we have lumped them into a single 'workshop' line item. These events will be intermingled into a series of monthly events on a regular calendar, conflicts (i.e. holidays or major town events) permitting.

We intend to explore the use of a nominal fee, or a no-show fee, or a refunded-on-attendance fee to encourage respondents to honor their RSVP. Several of the workshop had no-show rates higher than 50%. *(Joint CAPS project, but Susan will lead logistics.)*

Geocaching

This is a member idea to use the popular geocaching.com website to host a series of art and ARTery related caches around Superior for residents and regional neighbors to find. The subscription fee for the service is minimal but a small budget is allocated to obtain cache containers, trackers, and goodies for the caches. We can imagine cheap but relevant prizes for the caches such as stickers, pins, Superior art memorabilia, etc. *(Stephanie will lead.)*

Music Events

We are interested in bringing all kinds of art to Superior and activating the public spaces, and performance art is a big piece of this. Up until now, CAPS has been relatively quiet in this area, but member Suz Paxon is passionate about music and performance art, and will lead the planning of a variety of small-group music events in the Community Center. *(Suz will lead.)*

Community Art Exhibition

Several members have expressed an interest in engaging residents with one or more community art exhibitions, showcasing art created by residents. *(Sherry, Brandon, and Susan will lead.)*

Art Lecture Series

As mentioned above, we are interested in bringing art to Superior that can be enjoyed by art *enthusiasts* who aren't artists themselves. Member Brandon Opalka is well-connected in the art scene and member Susan Chevalier is very interested in organizing and fostering this sort of engagement. We envision presentations by (but not limited to): artists installing their pieces here in Superior; locals with stories of art in the region; art history; presentations of digital artwork or introduction to new and exciting art forms, etc. In addition to the live presentation, these talks will be recorded for later viewing, and are intended to be held in the Civic Space event space. *(Brandon and Susan will lead.)*

Murals

Mural installation progress in 2024 has been frustrating, to say the least. Our ARTery plan called for several murals in Downtown Superior, but lack of interaction with the Metro District made this impractical, despite pleas from DTS residents for exactly this. In the end, we have focused our efforts on a single large mural for the Grasso Tunnel, and the luminous mural by AJ Davis was completed in October and well-received by the community.

Fortunately, our Mural Subcommittee has learned a great deal about the process of finding locations, finding artists, and cutting red tape, and we anticipate a proliferation of murals in 2025. As we mentioned last year, this is one of the few things that CAPS has received, and continues to receive, requests for. (*Liza and Brandon will lead.*)



Monumental Artwork

Member Chris Nunes has proposed the idea of bringing a “monumental artwork” to Superior, something that would be more than a local piece but instead would attract visitors who come to Superior specifically to see something unique.

As an idea for this piece, Chris has proposed the work “Ursa Major” by Jen Lewin, to be placed at the edge of Superior Commons near the Tesla dealer. This project would cost hundreds of thousands of dollars and we would seek sponsorships from business and others to fund this project. In 2025 CAPS would like to begin investigating this idea and hopefully start down the road of bringing a truly notable work of art to town.



Ongoing

Several tasks will be monitored throughout 2025:

- The **Marshall Fire Memorial** subcommittee will continue its work developing a Marshall Fire Memorial for the town.
- CAPS continues to struggle with **funding and grant-writing**, largely due to our structure as an Advisory Group. We will continue to investigate and suggest funding sources and grants available to us now, while also considering if there is a new structure for Superior's art program that provides more opportunities, including the external formation of a foundation or shifting of departmental funding. This includes ongoing research into SCFD eligibility.
- CAPS desires to have a beautiful **website** that showcases our collection and other projects that are ongoing. We will continue to pursue this in conjunction with the artwork labeling task.
- **Art district application:** Through the Call Yourself Creative program (an initiative of Colorado Creative Industries (CCI): <https://callyourselfcreative.org/>) we will seek to apply as a "creative district" with the intention of attracting more regional attention to our art program.
- We will monitor art concepts that come from **development projects** including Bigsby's Folly and the bio sciences campus.

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

July 2025



Prepared by:

Hankard Environmental, Inc.
Colorado, Wisconsin



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

- Over the entire month, a total of 8,693 aircraft operations¹ occurred within 1.25 miles of the measurement location (the distance within which aircraft are audible).
- Of these, 3,416 were touch and go (T&G) operations (39%).
- Over the entire month, aircraft operations were clearly noticeable (aircraft noise measured at approximately 5 dBA above the ambient sound level) for 5,090 minutes (85 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 2,561 minutes (43 hours), which is a 50% reduction.
- The following summarizes the July 2025 noise survey results at the Water Bladder.

**Table 1 - Summary of Daytime Measured Noise Levels and Aircraft Operations, July 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	8,963	---	5,090	3,332	663
	Daily average	280	18	164	107	21
Touch and Go Removed	Total for month	6,022	---	2,561	1,476	225
	Daily average	194	14	83	48	7

- Figure 1 shows the flight paths on July 14, 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), 188 minutes.
 - 10 dBA (significant increase), 133 minutes.
 - 20 dBA (much louder), 29 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 July 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.

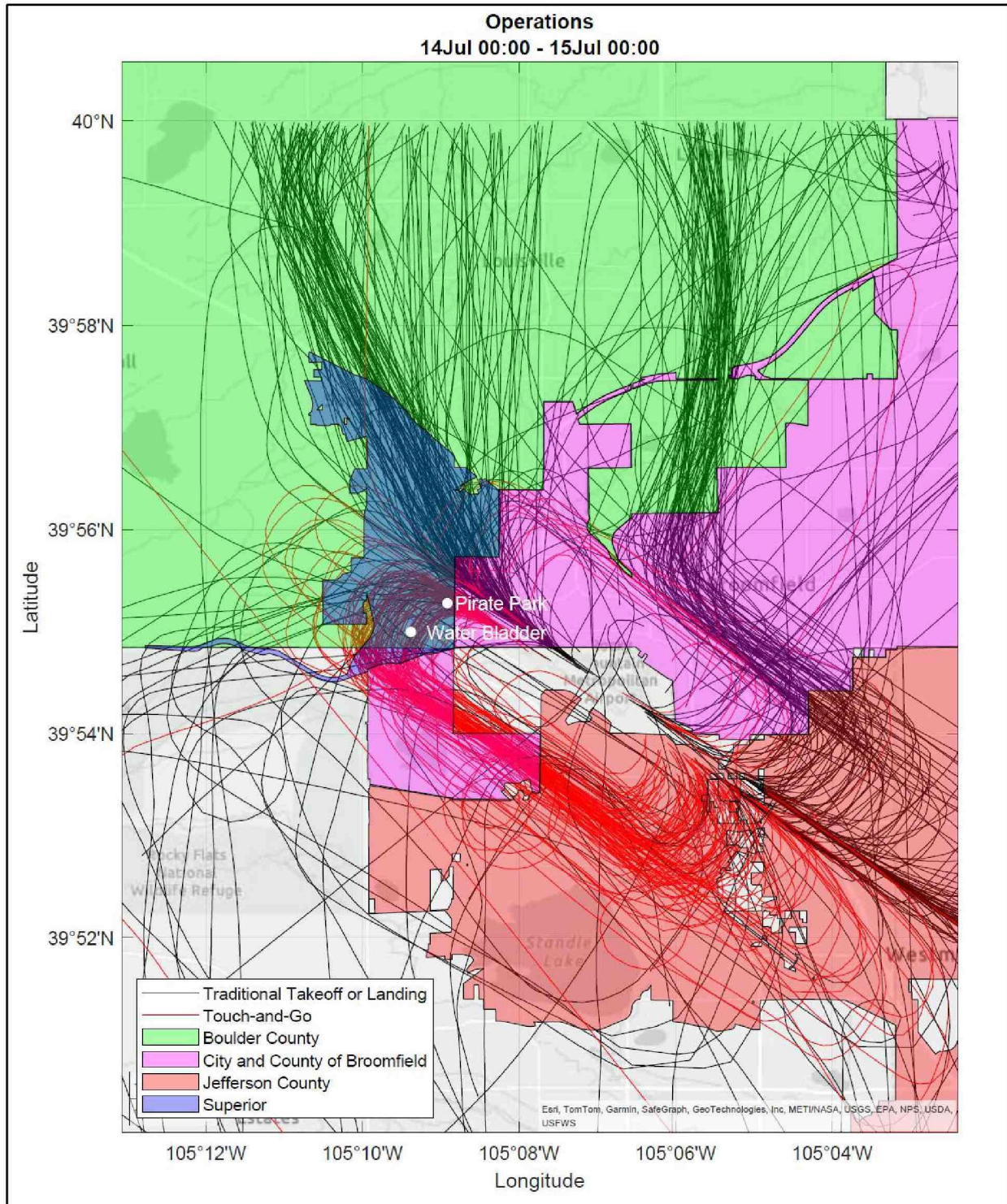


Figure 1 – Flight Paths on Median Day in July 2025 (481 Operations; 124 T&G)

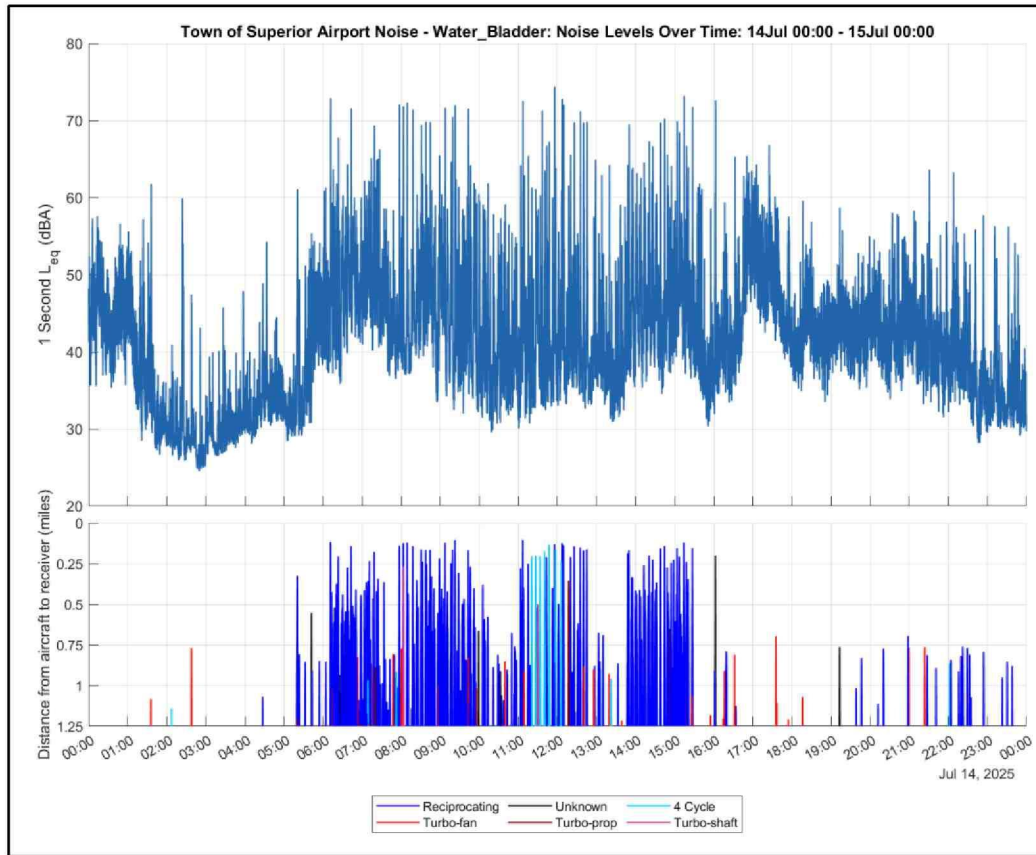


Figure 2 – Noise Levels and Aircraft Operations on Median Day (Water Bladder)

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

Time	7 am	8 am	9 am	10 am	11 am	12 pm	1 pm	2 pm	3 pm	4 pm	5 pm	6 pm	7 pm	8 pm	9 pm
Average Noise Level (dBA)	52	54	53	46	52	52	48	53	52	51	51	44	44	45	44
Number of Operations	45	56	59	48	43	39	16	36	21	13	10	3	5	9	11

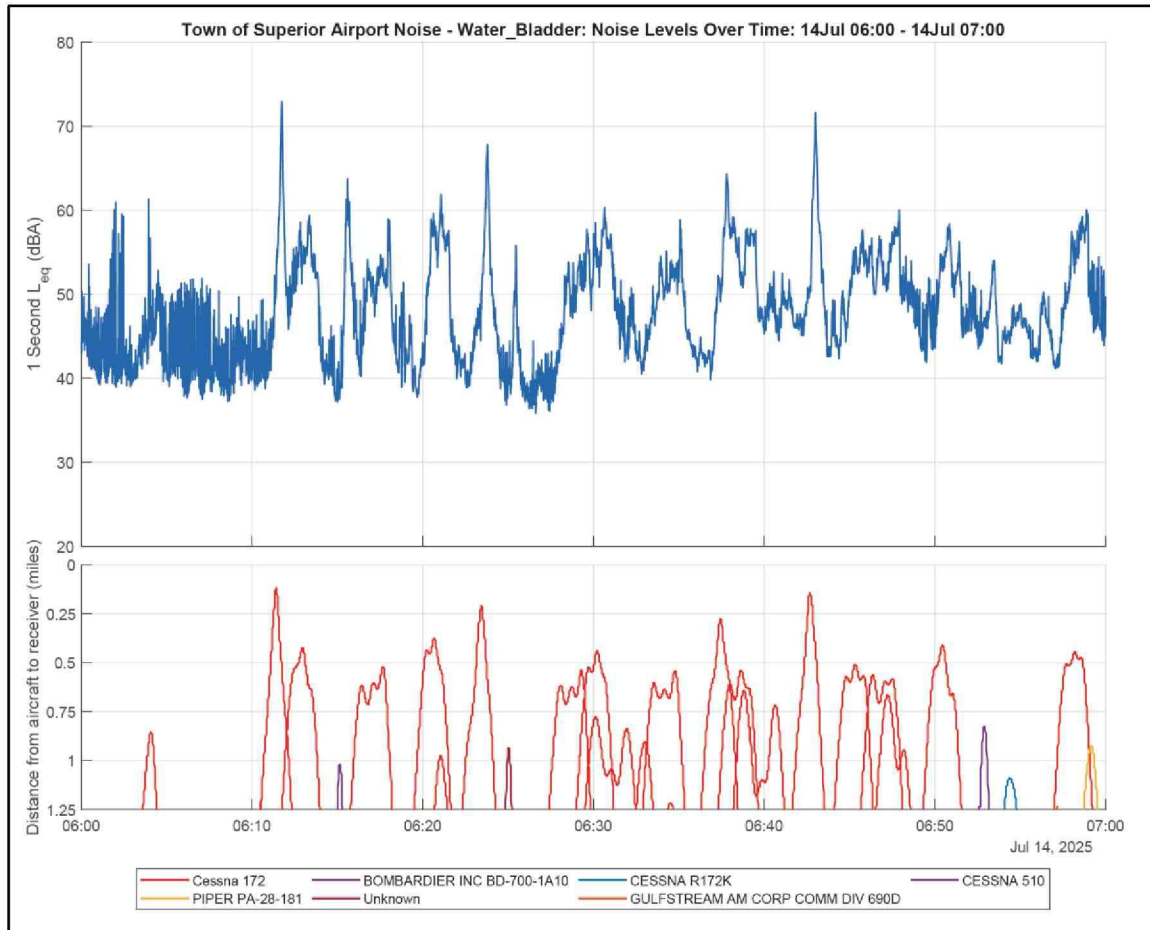


Figure 3 – Noise Levels and Aircraft Operations during an Example Hour on Median Day
(Water Bladder)

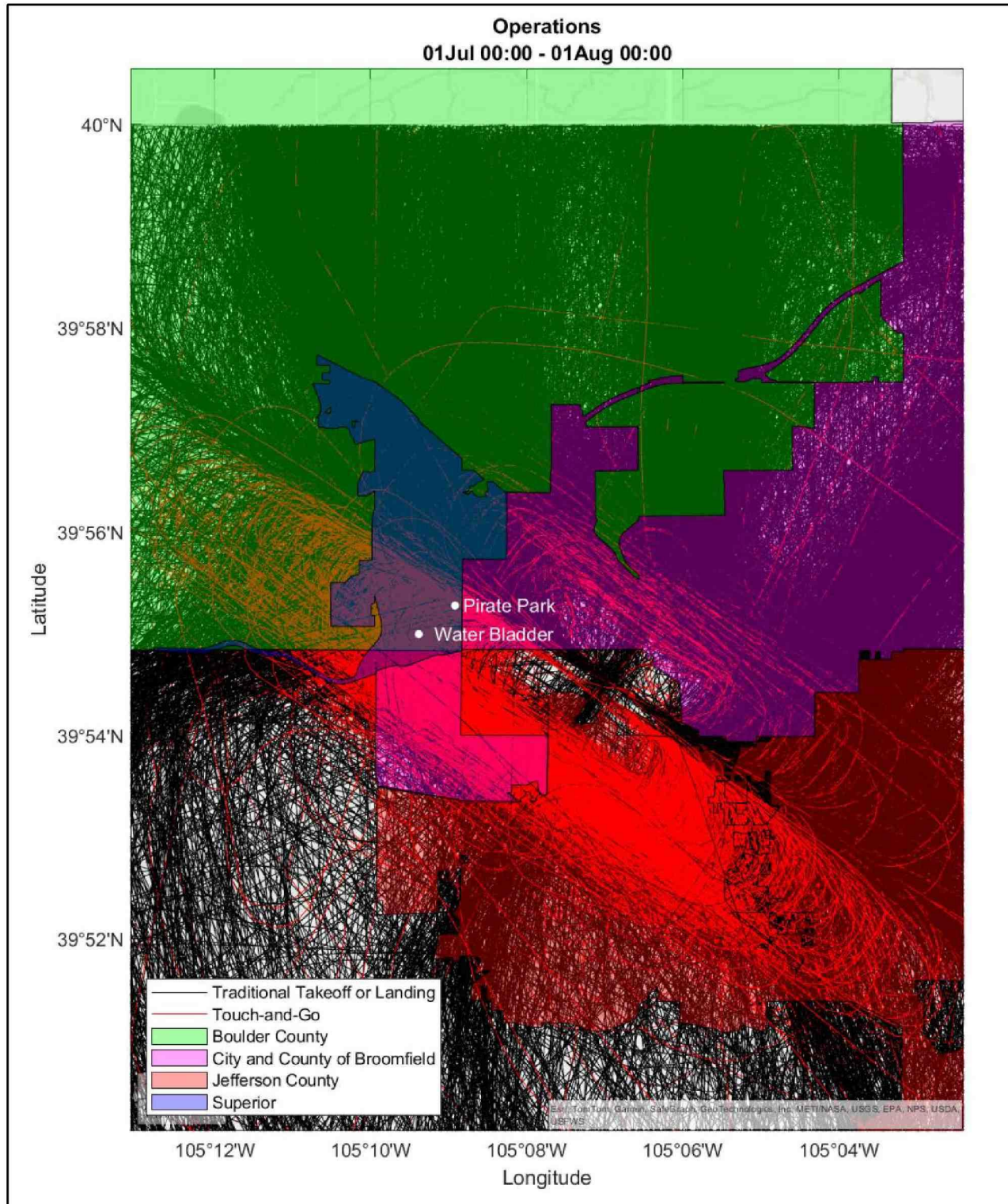


Figure 4 – All Flight Paths in July 2025 (14,244 Operations; 3,685 T&G)

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

- Over the entire month, a total of 9,076 aircraft operations² occurred within 1.25 miles of the measurement location (the distance within which aircraft are audible).
- Of these, 3,474 were touch and go (T&G) operations (38%).
- Over the entire month, aircraft operations were clearly noticeable (aircraft noise measured at approximately 5 dBA above the ambient sound level) for 5,093 minutes (85 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 3,220 minutes (54 hours), which is a 37% reduction.
- The following summarizes the July 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, July 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	9,076	---	5,093	3,445	957
	Daily average	293	19	164	111	31
Touch and Go Removed	Total for month	6,371	---	3,220	2,134	494
	Daily average	206	17	104	69	16

- Figure 5 shows the measured noise levels and concurrent aircraft activity for July 14, 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), 192 minutes.
 - 10 dBA (significant increase), 142 minutes.
 - 20 dBA (much louder), 45 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.

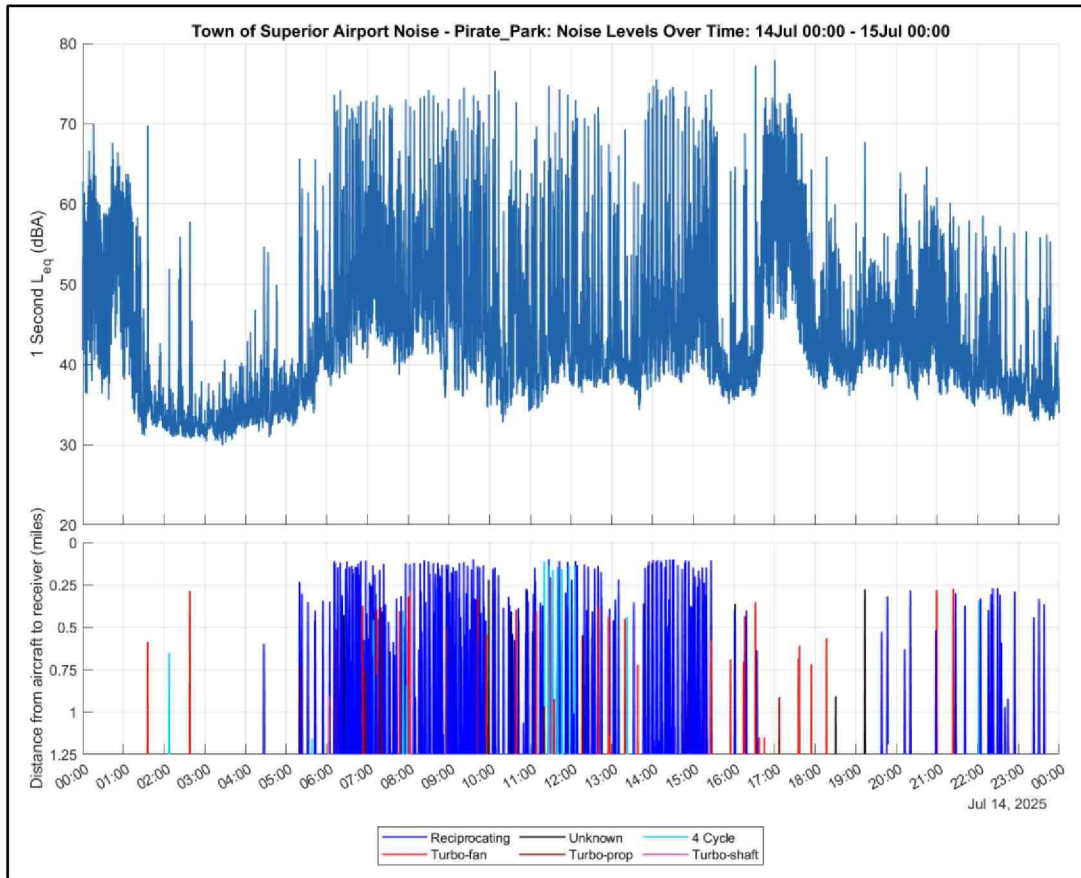


Figure 5 – Noise Levels and Aircraft Operations on Median Day (Pirate Park)

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)	57	57	57	53	54	55	53	57	55	59	62	45	46	49	45
Number of Operations	45	56	59	48	43	39	16	36	21	13	10	3	5	9	11

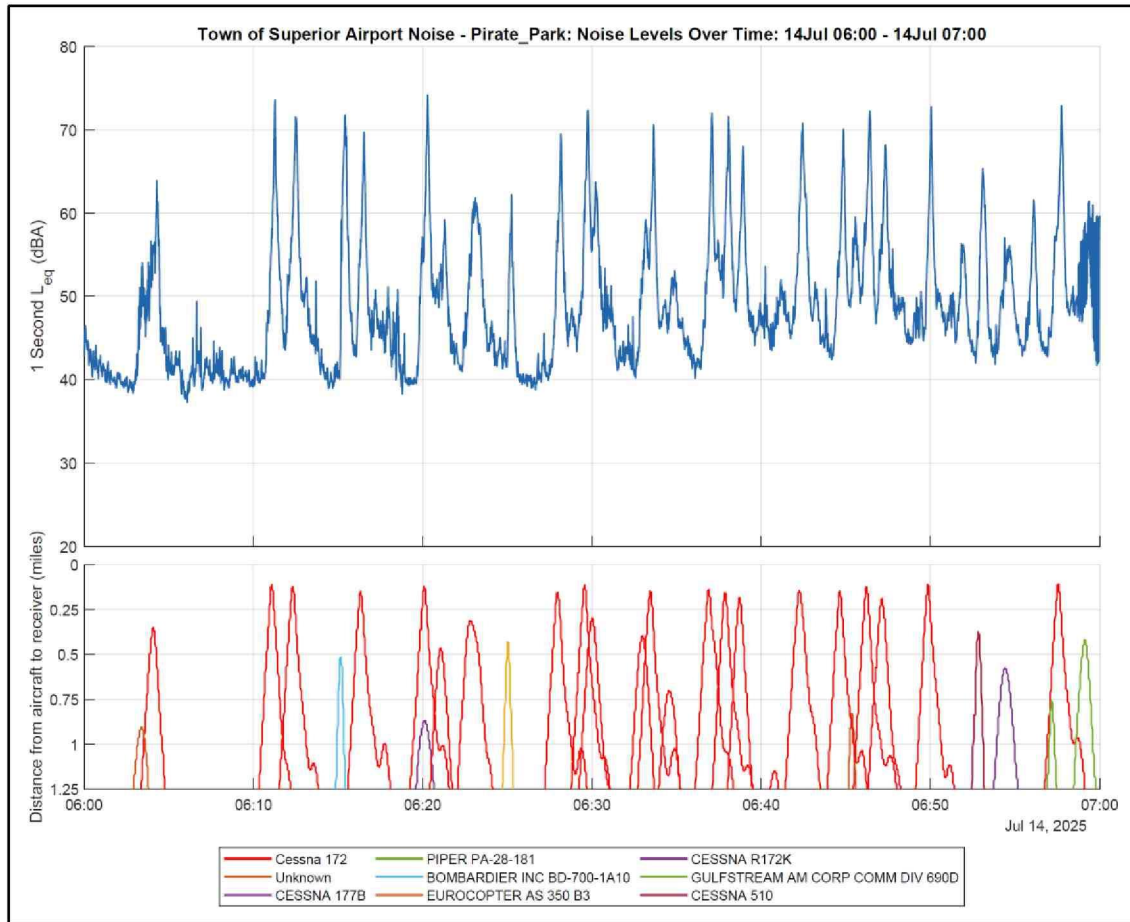


Figure 6 – Noise Levels and Aircraft Operations during an Example Hour on Median Day
(Pirate Park)

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 July 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).

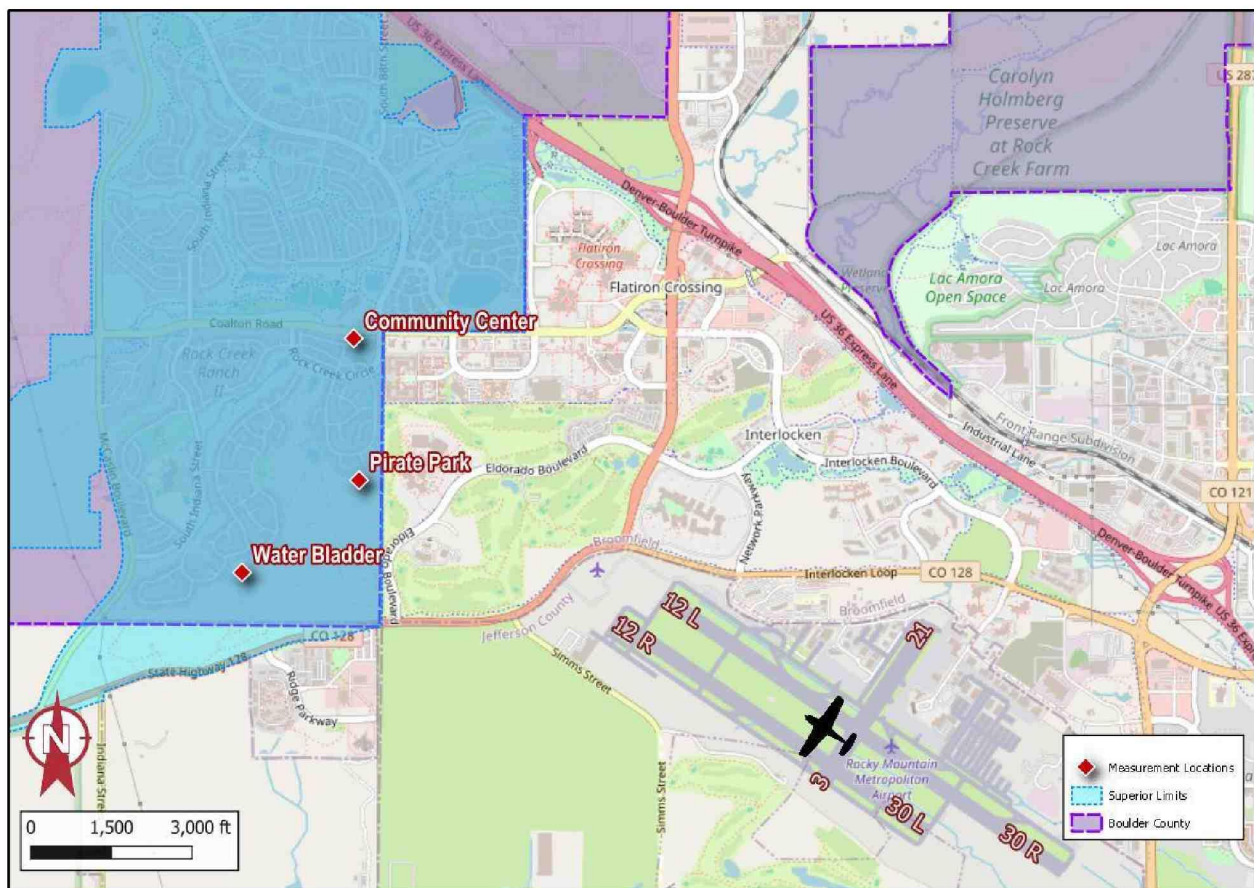


Figure 1-1. Measurement Locations and Airport

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 July 3, 2025 and the drift in the measured noise level was well within tolerance (Water Bladder +0.16 dB, Pirate Park +0.10 dB, and Community Center - 0.03 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 July 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 (shown in blue) performing touch and go operations for the first 30 minutes, which involves landing and immediately taking off again, and results in the airplane passing over the microphone every few minutes. Three other aircraft perform traditional takeoffs or landings. Note the ambient sound level, the level occurring with no aircraft present, is approximately 40 dBA during this example hour. With aircraft present, levels are as high as 70 dBA, which is a 30 dBA increase over the ambient sound level.

Figure 2-2 shows the measured noise levels and aircraft operations for a representative hour with frequent aircraft operations. During this hour the ambient sound level for this day of 38 dBA is never reached because there was very little time when aircraft noise was not audible.

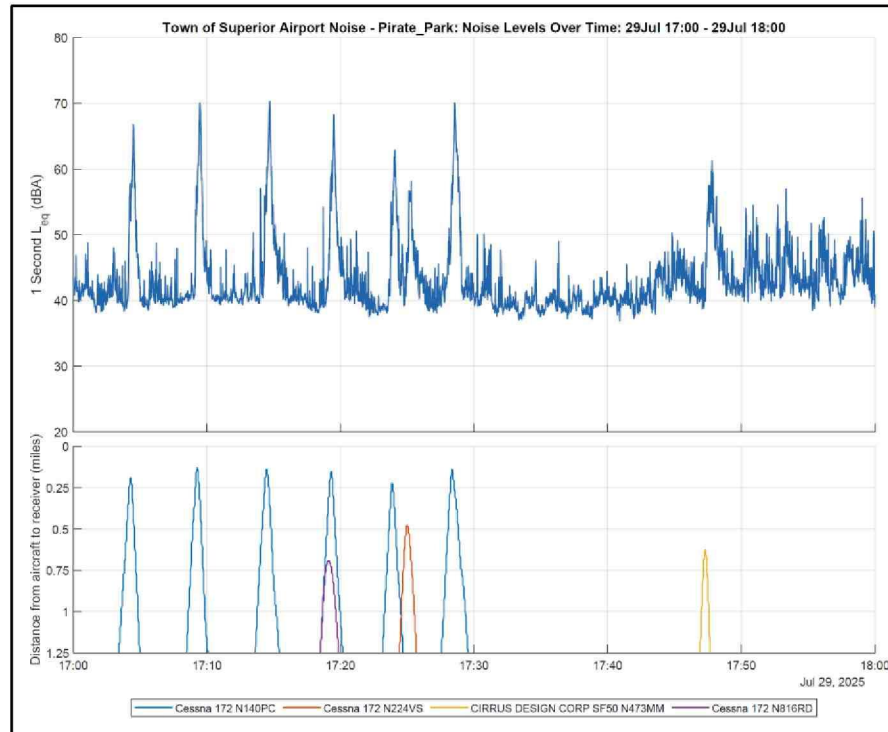


Figure 2-1. Example Time Plot of Measured Noise Levels - Touch and Go Operations

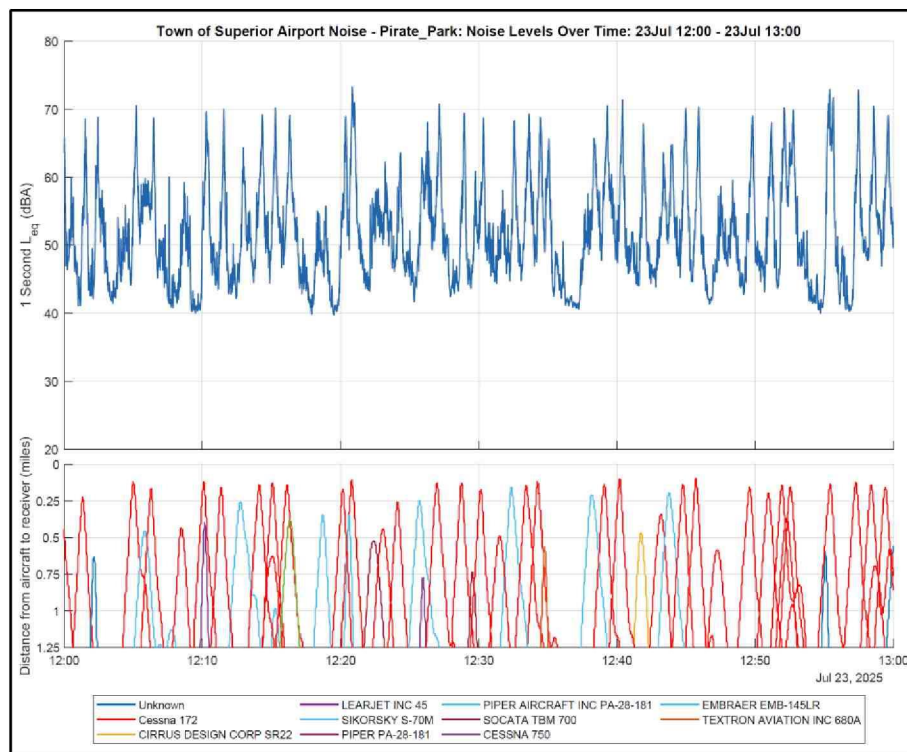


Figure 2-2. Example Time Plot During an Hour with Frequent Aircraft Operations

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-Jul-25	223	202	208	633	35%	140
2-Jul-25	94	260	261	615	15%	161
3-Jul-25	53	223	229	505	10%	160
4-Jul-25	81	122	119	322	25%	90
5-Jul-25	61	101	106	268	23%	115
6-Jul-25	45	146	136	327	14%	124
7-Jul-25	134	195	194	523	26%	143
8-Jul-25	137	182	187	506	27%	131
9-Jul-25	81	171	166	418	19%	131
10-Jul-25	76	138	139	353	22%	123
11-Jul-25	75	156	161	392	19%	151
12-Jul-25	150	116	117	383	39%	110
13-Jul-25	211	189	189	589	36%	136
14-Jul-25	124	173	184	481	26%	153
15-Jul-25	150	194	189	533	28%	143
16-Jul-25	47	90	103	240	20%	118
17-Jul-25	35	176	165	376	9%	149
18-Jul-25	87	228	208	523	17%	163
19-Jul-25	178	180	179	537	33%	128
20-Jul-25	70	152	152	374	19%	125
21-Jul-25	215	199	200	614	35%	141
22-Jul-25	191	166	164	521	37%	142
23-Jul-25	177	183	182	542	33%	150
24-Jul-25	90	179	177	446	20%	138
25-Jul-25	73	180	190	443	16%	147
26-Jul-25	101	154	162	417	24%	136
27-Jul-25	72	144	156	372	19%	126
28-Jul-25	237	223	219	679	35%	153
29-Jul-25	120	95	103	318	38%	97
30-Jul-25	187	175	170	532	35%	138
31-Jul-25	110	176	176	462	24%	145
Month Total	3,685	5,268	5,291	14,244	26%	-

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-Jul-25	560	11	4	1	45	12
2-Jul-25	520	10	13	0	54	18
3-Jul-25	388	15	22	0	64	16
4-Jul-25	268	16	9	0	23	6
5-Jul-25	209	12	2	0	40	5
6-Jul-25	240	7	3	0	63	14
7-Jul-25	405	20	13	0	51	34
8-Jul-25	396	12	15	0	37	46
9-Jul-25	336	9	13	0	42	18
10-Jul-25	257	7	9	0	59	21
11-Jul-25	298	24	6	0	41	23
12-Jul-25	328	16	2	0	26	11
13-Jul-25	502	18	11	0	46	12
14-Jul-25	372	15	10	0	70	14
15-Jul-25	432	16	12	0	53	20
16-Jul-25	153	15	2	0	58	12
17-Jul-25	256	29	5	0	67	19
18-Jul-25	445	16	4	0	47	11
19-Jul-25	484	5	0	0	32	16
20-Jul-25	300	14	0	0	51	9
21-Jul-25	508	17	8	0	55	26
22-Jul-25	435	21	6	0	39	20
23-Jul-25	425	20	15	0	52	30
24-Jul-25	338	14	10	0	72	12
25-Jul-25	366	21	7	0	42	7
26-Jul-25	360	9	5	0	36	7
27-Jul-25	298	13	5	0	43	13
28-Jul-25	579	17	10	0	37	36
29-Jul-25	233	14	18	0	38	15
30-Jul-25	444	17	8	0	47	16
31-Jul-25	363	11	4	0	62	22
Month Total	11,498	461	251	1	1,492	541

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 July 2025 at each of the three measurement locations. The tables provide the following information:

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

Table 4-1. Summary of Measured Noise Levels and Aircraft Operations⁵ – 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-Jul-25	38	434	50	13	198	96	10	262	47	9	74	34	4
2-Jul-25	37	369	52	15	172	81	12	312	47	11	120	49	4
3-Jul-25	36	286	53	17	131	76	12	253	51	16	113	60	9
4-Jul-25	34	204	58	24	133	90	20	150	57	24	84	53	11
5-Jul-25	35	170	53	18	117	74	14	127	49	15	73	44	7
6-Jul-25	34	176	53	19	88	58	12	147	51	17	62	38	6
7-Jul-25	36	316	54	18	177	121	23	219	51	15	80	48	8
8-Jul-25	36	309	53	17	181	107	20	215	49	12	93	49	8
9-Jul-25	34	257	53	19	155	105	23	201	49	15	91	54	9
10-Jul-25	36	201	54	18	127	81	13	151	49	13	74	45	5
11-Jul-25	37	214	55	18	118	79	14	164	51	14	70	41	6
12-Jul-25	33	242	56	22	186	152	49	132	49	16	74	53	12
13-Jul-25	35	401	51	16	252	161	27	242	48	13	109	70	12
14-Jul-25	36	273	55	19	188	133	29	185	50	14	85	50	9
15-Jul-25	38	287	54	16	177	103	15	186	49	11	81	44	4
16-Jul-25	35	144	50	15	71	37	5	112	46	11	42	22	2
17-Jul-25	36	192	53	17	83	44	7	171	52	16	67	36	6
18-Jul-25	36	295	53	17	133	82	12	237	50	14	100	55	6
19-Jul-25	34	361	55	21	210	156	44	221	47	13	79	51	9
20-Jul-25	36	231	54	18	119	72	15	190	50	14	79	41	7
21-Jul-25	35	390	55	20	285	231	44	214	47	12	77	50	6
22-Jul-25	37	348	53	16	210	134	15	199	49	12	64	35	4
23-Jul-25	36	336	55	20	245	184	38	193	49	14	97	61	8
24-Jul-25	35	272	53	18	133	85	16	208	51	15	93	54	8
25-Jul-25	36	268	52	16	123	74	9	219	50	15	90	55	7
26-Jul-25	34	242	53	20	133	91	24	170	52	18	82	53	13
27-Jul-25	34	226	51	17	128	67	13	187	49	15	91	44	8
28-Jul-25	36	453	53	17	290	175	33	268	47	11	102	56	8
29-Jul-25	35	175	52	17	113	80	14	88	46	11	35	19	2
30-Jul-25	35	331	56	22	254	212	62	192	49	14	91	66	10
31-Jul-25	37	290	55	18	158	90	21	207	53	16	88	45	11
Monthly Average	35	280	53	18	164	107	21	194	50	14	83	48	7
Monthly Total	-	8,693	-	-	5,090	3,332	663	6,022	-	-	2,561	1,476	225

⁵ This report counts each touch and go operation as a single operation. The Federal Aviation Administration counts each touch-and-go operation as two operations.

Table 4-2. Summary of Measured Noise Levels and Aircraft Operations⁶ – 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-Jul-25	45	440	56	11	132	46	7	267	55	11	93	38	7
2-Jul-25	45	375	56	11	143	48	7	317	55	10	127	44	6
3-Jul-25	45	301	58	13	136	60	9	268	58	13	133	60	9
4-Jul-25	45	212	56	12	67	24	4	158	56	11	55	20	3
5-Jul-25	43	177	59	16	95	42	9	134	59	15	82	40	9
6-Jul-25	43	185	60	17	98	54	11	156	60	17	88	49	11
7-Jul-25	45	325	58	13	128	59	9	229	58	13	97	46	8
8-Jul-25	45	324	57	12	130	55	7	230	57	12	100	43	7
9-Jul-25	45	266	59	13	110	48	6	210	58	13	88	40	6
10-Jul-25	45	211	58	13	108	45	7	160	57	12	92	39	7
11-Jul-25	47	227	59	12	103	49	5	178	59	12	89	43	5
12-Jul-25	43	248	59	15	163	82	11	139	58	15	110	59	10
13-Jul-25	45	417	57	12	184	71	11	254	56	12	136	60	11
14-Jul-25	45	286	59	14	142	71	11	196	58	14	107	56	10
15-Jul-25	46	317	58	11	140	58	5	217	57	11	112	50	5
16-Jul-25	45	149	60	15	67	28	7	116	60	15	59	27	7
17-Jul-25	44	202	60	15	109	57	12	181	60	15	106	56	12
18-Jul-25	44	311	60	16	169	92	17	253	60	16	155	86	17
19-Jul-25	44	368	58	13	153	75	11	228	57	13	108	54	11
20-Jul-25	43	238	57	14	136	67	11	194	57	14	121	61	11
21-Jul-25	45	398	59	14	194	104	14	222	58	13	124	71	13
22-Jul-25	44	357	58	14	182	85	14	208	57	13	112	62	13
23-Jul-25	45	347	61	16	194	109	18	204	58	13	130	77	13
24-Jul-25	44	281	58	14	122	62	12	217	58	14	110	60	12
25-Jul-25	44	271	59	15	126	58	13	222	59	15	116	55	13
26-Jul-25	44	250	58	14	111	54	9	178	58	14	94	48	8
27-Jul-25	44	229	56	12	103	44	8	190	56	12	93	41	7
28-Jul-25	46	463	57	10	159	66	6	279	56	9	112	48	6
29-Jul-25	44	188	58	10	81	44	6	101	57	9	52	30	6
30-Jul-25	44	350	59	15	197	115	18	204	58	15	129	80	17
31-Jul-25	44	301	57	13	139	59	9	218	57	13	111	50	8
Monthly Average	45	291	58	13	133	62	10	204	58	13	105	51	9
Monthly Total	-	9,014	-	-	4,120	1,933	303	6,328	-	-	3,241	1,591	289

⁶ This report counts each touch and go operation as a single operation. The Federal Aviation Administration counts each touch-and-go operation as two operations.

Table 4-3. Summary of Measured Noise Levels and Aircraft Operations⁷ – 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-Jul-25	39	442	54	15	166	84	14	269	53	13	89	47	9
2-Jul-25	39	374	56	17	173	93	17	316	53	14	133	66	10
3-Jul-25	37	301	57	19	151	101	24	268	56	18	137	90	20
4-Jul-25	38	215	57	20	111	74	20	158	55	17	78	52	12
5-Jul-25	37	177	57	20	113	74	19	134	55	18	81	56	14
6-Jul-25	38	186	58	20	96	66	19	157	56	18	78	53	14
7-Jul-25	39	330	58	20	163	111	29	232	55	16	97	64	13
8-Jul-25	38	324	57	19	174	108	29	230	54	16	106	63	13
9-Jul-25	37	268	57	20	156	111	31	212	54	17	107	72	16
10-Jul-25	39	211	57	19	129	82	21	160	55	16	88	55	12
11-Jul-25	40	228	58	18	130	89	20	178	56	16	99	65	12
12-Jul-25	36	253	60	24	200	155	60	142	55	19	103	78	25
13-Jul-25	39	418	56	17	202	119	29	254	53	14	121	75	16
14-Jul-25	38	290	59	21	192	142	45	199	55	17	113	84	22
15-Jul-25	41	328	58	17	197	137	27	224	55	14	123	84	12
16-Jul-25	38	149	55	17	76	40	8	116	53	15	53	29	4
17-Jul-25	38	203	58	20	117	78	20	182	58	19	104	71	19
18-Jul-25	38	313	58	20	176	128	32	255	56	18	148	106	24
19-Jul-25	38	367	59	21	201	146	50	227	54	16	103	71	19
20-Jul-25	38	240	57	19	141	97	25	195	55	17	105	69	14
21-Jul-25	38	401	60	21	271	206	66	225	54	16	115	87	21
22-Jul-25	38	358	57	19	200	131	37	209	53	15	92	63	16
23-Jul-25	38	348	59	21	251	191	66	205	54	16	126	93	25
24-Jul-25	38	284	59	21	146	101	34	220	57	20	111	74	24
25-Jul-25	37	274	57	20	132	85	23	224	57	19	112	75	20
26-Jul-25	36	251	57	21	138	98	27	179	55	19	102	73	19
27-Jul-25	36	230	53	16	134	80	15	191	52	15	109	66	12
28-Jul-25	39	468	57	18	224	135	37	283	53	14	111	63	13
29-Jul-25	38	188	58	20	105	75	22	101	53	15	47	33	7
30-Jul-25	38	353	60	22	259	202	64	206	55	17	122	92	23
31-Jul-25	38	304	56	18	173	104	25	220	53	15	109	64	12
Monthly Average	38	293	57	19	164	111	31	206	55	17	104	69	16
Monthly Total	-	9,076	-	-	5,093	3,445	957	6,371	-	-	3,220	2,134	494

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



Item Number 4

Information for Meeting of the Superior Town Council

Agenda Item Name: **Advisory Committee for Environmental Sustainability Interview**

Meeting Date: **August 25, 2025**

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

Presented for: **Action**

BACKGROUND

Staff has scheduled an interview with the Town Council for a candidate interested in consideration for appointment to serve on the Advisory Committee for Environmental Sustainability (ACES). All Advisory Committee vacancies are advertised through Town media. Each candidate has prepared a brief introduction statement to present to the Council and application materials have been included for review.

Listed below are the applicants scheduled to interview with the Council this evening:

Advisory Committee for Environmental Sustainability (ACES) – 2 Vacancies:

- Bridgette Ross

ATTACHMENTS:

- Application
- Interview questions

Application Form

Profile

General Instructions:
Superior residents interested in serving on an Advisory Group are asked to complete this application. This form is designed to facilitate the application process for positions on the Town of Superior's various Advisory Groups. Appointments are made by the Superior Board of Trustees after reviewing all applications. Interviews may be necessary. Appointments will be made following the review of interviews at public meeting by the Board of Trustees. APPLICANTS MUST BE RESIDENTS OF THE TOWN OF SUPERIOR (except for the Superior Historical Commission).

Bridgette Ross
First Name Middle Initial Last Name

Email Address

Home Address

City

Suite or Apt

State

Postal Code

Primary Phone

Question applies to multiple boards

Years of Residence in Superior

1

Question applies to multiple boards

Employer

Design Mechanical

Question applies to multiple boards

Position Title

HR Support Specialist

Which Boards would you like to apply for?

Advisory Committee for Environmental Sustainability (ACES): Submitted

Experience

Question applies to multiple boards

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

Work Experience: Washington County, VA Chamber of Commerce - Administrative Assistant (2022): Manage Chamber membership; manage Chamber social media; recording secretary for Industrial Development Authority; manage Chamber Quickbooks account. Boy Scouts of America, Denver Area Council - District Manager (2019): Manager assigned district's adult volunteer registry, scout registry, and district's fundraising; attend monthly district and committee meetings. Volunteer Experience: Community Garden Volunteer, Emory, VA (2015-2017) - help set up and tend gardening beds; help set up community classes; assist in community seed sharing program.

Question applies to multiple boards

Please provide any additional comments or information that you feel qualifies you to serve on the Advisory Group(s) for which you expressed interest. Please include any additional documents you feel may be relevant.

I graduated college with a Bachelor of Science degree in Environmental Science. I am very passionate about sustainability and community involvement. I first learned about the Advisory Committee for Environmental Sustainability at the Superior Christmas Market, and after living in Superior for a year, I am interested in joining the committee.

Question applies to multiple boards

Upload Resume

Question applies to multiple boards

Upload relevant document

Town Documents

Question applies to multiple boards

Have you read any of the following Town of Superior documents (all of these can be found on the Town's website)? If yes, check the box next to the document(s) you have read. **Please note that familiarity with these documents is not a requirement for serving on an Advisory Group.

Question applies to multiple boards

Superior Comprehensive Plan

☒ Yes ☐ No

Question applies to multiple boards

Advisory Group Work Plan

☒ Yes ☐ No

Advisory Committee Interview Questions

GENERAL/ALL

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

Advisory Committee for Environmental Sustainability (ACES)

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

Cultural Arts and Public Spaces Advisory Committee (CAPS)

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

Open Space Advisory Committee (OSAC)

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

Park and Recreation Advisory Committee (PARC)

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

Superior Historical Commission

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

Advisory Committee Interview Questions

GENERAL/ALL

- 1) Have you attended a committee meeting?
- 2) Have you read the committee's current work plan?
- 3) What are the top 2 items on that work plan of interest to you?
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Bridgette Ross
First Name Middle Initial Last Name

Email Address

Home Address

City

Primary Phone

Suite or Apt

State

Postal Code

Question applies to multiple boards

Years of Residence in Superior

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Question applies to multiple boards

Superior Comprehensive Plan

☒ Yes ☐ No

Question applies to multiple boards

Advisory Group Work Plan

☒ Yes ☐ No



Item Number 6a

Information for Meeting of the Superior Town Council

Agenda Item Name: Discussion of the Use of Ebikes in Town

Meeting Date: August 25, 2025

Presented by: Matt Magley, Town Manager
Dave Salaman, Sgt. Boulder County Sheriff's Office

Presented for: Discussion

BACKGROUND

Sgt. Salaman will be in attendance to discuss and answer questions from the Council regarding the use of electric bicycles and scooters in town. Current [Town of Superior Ordinance 8-3-20](#) outlines the use of electric bicycles and allows for use sidewalks, bicycles lanes and bicycle paths in the Town, provided that the use is not careless or imprudent. As the availability of electric bicycles and scooters has increased, user conflicts have been reported and observed between electric bicycles, scooters, walkers and other users of these shared modality routes. Attached is information from the January 22, 2024 meeting for your reference.

ATTACHMENTS

- January 22, 2024 Cover Memo
- Comparison of Speed Limits for ebikes
- Ebike Information
- Scooter Information
- Trail Courtesy Campaign Update 12.12.2023 from OSAC and PARC



ITEM NO.

INFORMATION FOR MEETING OF THE SUPERIOR BOARD OF TRUSTEES

AGENDA ITEM NAME: Discussion on Electric Bicycles and Scooters on Shared Public Modality Routes

MEETING DATE: January 22, 2024

PRESENTED BY: Matt Magley, Town Manager
Leslie Clark, PROS Director

PRESENTED FOR: Discussion

BACKGROUND:

Current [Town of Superior Ordinance 8-3-20](#) outlines the use of electric bicycles and allows for use sidewalks, bicycles lanes and bicycle paths in the Town, provided that the use is not careless or imprudent. As the availability of electric bicycles and scooters has increased, user conflicts have been reported and observed between electric bicycles, scooters, walkers and other users of these shared modality routes.

The Town Board asked staff to conduct research into neighboring communities and the actions they have taken to mitigate user conflict or other safety concerns with the use of electric bicycles and scooters in and on public streets, sidewalks, pathways and trails. Staff reviewed available information from Boulder and Jefferson Counties, City of Boulder, Broomfield, Lafayette and Louisville, Colorado Park and Wildlife and US Forest Service. A summary of electric bicycle and electric scooter information is attached.

Classifying or defining different categories of electric bicycles and scooters is a common method to differentiate allowable use on streets, sidewalks, pathways and trails. Most municipalities and other organizations used maximum speed and throttle driven versus peddle-assisted propulsion as primary factors that impact safety and the potential of user conflicts. E-bikes, also known as electric bicycles, ebikes, powerbikes, pedelecs, or booster bikes, are bicycles with an integrated electric motor that does not exceed 750 watts of power. Common classifications include:

Class 1: Low-speed pedal-assisted electric bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the e-bike reaches 20 mph.

Class 2: Low-speed throttle-assisted electric bicycle equipped with a throttle-actuated motor, that ceases to provide assistance when the e-bike reaches 20 mph.

Class 3: Pedal-assisted electric bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the e-bike reaches 28 mph.

In addition, reviewing current allowable use of non-electric bicycles and scooters on streets, sidewalks, pathways and trails can help guide decision making for the use of electric bicycles and scooters. For example, many municipalities allow Class 1 and Class 2 e-bikes and scooters where non-electric versions are allowed. Pathways and trails are typically open to Class 1 and 2 if the physical conditions of these routes does not pose other safety or maintenance concerns. Use of Class 3 is typically restricted to streets.

STAFF RECCOMENDATION

- Follow the class definitions and guidelines set forth in neighboring communities as much as possible. This is helpful in educating the public and creating continuity across transportation routes that transect multiple jurisdictions.
- Allow Class 1 and Class 2 E-bikes and E-scooter on streets, sidewalks, pathways and trails where non-electric bikes or scooters are currently not restricted.
- Restrict the use of Class 3 E-bikes and E-scooters to streets.
- Implement a Town curtesy program to promote common guidelines for shared use of these routes.

The Open Space Advisory Committee (OSAC), and the Park and Recreation Advisory Committee (PARC), have joined forces to develop a trail courtesy campaign with messaging to promote safe shared use of our local transportation routes. The committees are closely reviewing the Boulder County, [City of Boulder](#), Jefferson County and Boulder Valley School District courtesy campaigns to recommend content to the Town Board. They also looked into a campaign in [Travers City, Michigan](#).

ATTACHEMENTS

- E-bike Information
- E-Scooter Information
- Trail Courtesy Campaign Update from PARC and OSAC

Comparison of Speed Limits/Approaches to Regulating Bicycle Speeds (March 2024)		
Jurisdiction	Speed Limits (mph)	Other Enforcement
Town of Aspen Parks and Recreation	No Speed Limits	Slow-biking Zones
Boulder County Parks & Open Space	No Speed Limits	Recklessness and other behavior
City of Boulder Multi-use Paths	15	
City of Boulder OSMP	No Speed Limits	
Erie, Lafayette, Louisville, Longmont	No Speed Limits	
City of Fort Collins Parks	15	
City of Fort Collins Natural Areas	No Speed Limits	
Larimer County Parks, Open Space, & Trails	No Speed Limits	Yielding
Jefferson County Open Space	No Speed Limits	Yielding, passing, recklessness and other behavior
City and County of Denver	15	\$100 fine
Summit County Open Space and Trails	No Speed Limits	Nuisance behavior, unauthorized motorized use
Summit County Recreation Path	25	
Rio Grande Trail	20	
Eagle County Trails	No Speed Limits	Vail requests e-bikes to disengage power in congested areas
Pitkin County Open Space	20	
City of Durango hard surface Trails	10	Not enough resources to enforce
City of Durango natural surface Trails	No Speed Limits	
Colorado River Front Trail	No Speed Limits	
Colorado Springs Parks, Trails & Open Space	20	
El Paso County Parks and Recreation	No Speed Limits	Ranger enforcement for behavior
Highline Trail - Douglas County	20	
Highline Trail - Adams County	20	
Douglas County Parks, Trails & Open Space	20	

E-bike Definition & Classes

E-bikes, also known as electric bicycles, ebikes, powerbikes, pedelecs, or booster bikes, are bicycles with an integrated electric motor that does not exceed 750 watts of power.

Class 1: Low-speed pedal-assisted electric bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the e-bike reaches 20 mph.

Class 2: Low-speed throttle-assisted electric bicycle equipped with a throttle-actuated motor, that ceases to provide assistance when the e-bike reaches 20 mph.

Class 3: Pedal-assisted electric bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the e-bike reaches 28 mph.

Path to Policy:

1. **Define:** all agree with above, which comes from the state
2. **Survey:** Broomfield, BoCo, and others surveyed residents
3. **Pilot:** BoCo and City of Boulder piloted their policy for a year before settling on it
4. **Legislate:** make a policy and stick with it. Adapt when technology shifts.

Neighboring Authorities:

[Boulder County:](#) Class 1 & 2 allowed with exceptions

- On Nov. 13, 2019, the Board of County Commissioners (BOCC) approved allowing class 1 and class 2 e-bikes on Boulder County trails on the plains where regular bikes are allowed, including regional trails and trails on open space parks, with certain exceptions. Those exceptions include anywhere e-bikes are not allowed due to underlying existing land restriction and three trails requested by the City of Boulder: The Boulder Canyon Trail (due to prohibition of motorized uses on a parcel owned by City of Boulder), Coalton Trail and Mayhoffer-Singletree Trail (because these two county trails lead to city-owned trails where e-bikes are not allowed, and there is no option to leave the trail).

[City of Boulder OSMP:](#) Class 1 & 2 only allowed on multi-use paths and roads (no open space trails)

- Current city regulations prohibit e-biking on open space trails but allow e-biking on multi-use paths that are managed by other city departments. *Boulder Revised Code (B.R.C) 7-5-25 No Electric Assisted Bicycles on Open Space* requires disposal to allow e-biking on OSMP-managed trails by transferring the trail to another city department. An amendment to the B.R.C. that would allow e-biking as a passive recreational use may provide flexibility and alternatives to disposal of Open Space.
- E-bikes can be ridden in city bike lanes, on city multi-use paths and on city sidewalks outside dismount zones. E-biking also is allowed on most Boulder County Parks & Open Space trails in the plains.

[City of Louisville:](#) Class 1 & 2 allowed everywhere (except where restrictions are posted)

- Class 1 and Class 2 electrical assisted bikes (e-bikes) are allowed on all streets and trails unless specifically prohibited with signs posted giving such notice. An e-bike is defined as an electrical assisted bicycle with two tandem wheels or two parallel wheels and one forward wheel with fully operable pedals, an electric motor not exceeding 750 watts of power and a top motor-powered speed of 20 miles per hour. At this time all streets and trails are accessible to e-bikes.

City of Broomfield: Class 1 & 2 are allowed; Class 3 not allowed

- Colorado House Bill 17-1151 was adopted by the state legislature in 2017 and defines Class 1 and Class 2 models of e-bikes as 'bicycles' instead of motorized vehicles. Electric-assisted bikes (e-bikes) are currently allowed on Broomfield trails, as long as they meet the definition as established for e-bikes, see definition below. E-bikes are held to the same rules and regulations as bicycles. Bicycles are allowed on all Broomfield trails. Broomfield does not allow motorized vehicles on trails.
- Definitions:
 - o Class 1 electrical assisted bicycle means an electrical assisted bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty miles per hour.
 - o Class 2 electrical assisted bicycle means an electrical assisted bicycle equipped with a motor that provides assistance regardless of whether the rider is pedaling but ceases to provide assistance when the bicycle reaches a speed of twenty miles per hour.
(Class 3 e-bikes with a throttle that exceeds twenty miles per hour are not allowed)

City of Lafayette: No e-bikes on park or open space trails

- In Colorado, electric bicycles are regulated in the same way as traditional bicycles. You must follow the rules of the road. Here in Lafayette, e-bikes are allowed on all established roadways. It is prohibited to take your e-bike on an Open Space or park trail.

Jefferson County: Class 1 on natural surface; Class 1 & 2 on paved

- Local governments have the authority to authorize the use of e-bikes on bike or pedestrian paths. JCOS allows Class 1 e-bikes on natural surface trails and Class 1 and Class 2 e-bikes on paved trails within the parks.

USFW: Class 1 e-bikes at Rocky Flats; up to district manager

- If the refuge manager determines that the use of e-bikes (electric bicycles) is consistent with the refuge's statutory purpose -- and if the refuge manager determines the use of e-bikes to be a compatible use -- e-bikes may be used on any refuge roads and trails where traditional bicycle use is allowed.
- **Rocky Flats**: Ride your bike or class 1 e-Bike year-round along the 10 miles of trails through rolling terrain and hills on dirt or packed gravel trails.

CPW: class 1 & 2 bikes allowed on multi-use trails; class 3 allowed on roadways/bike lanes

- Class 1 and 2 e-bikes are allowed on roadways and designated bike lanes and on multi-use trails and other areas (e.g. campgrounds) that are open to non-motorized biking
- Class 3 e-bikes are only allowed on designated roadways and designated bike lanes
- In State Wildlife Area, e-bikes are allowed on designated roadways and within designated camping or parking areas where motorized vehicles are allowed

Recommendation:

- Class 1 & 2 e-bikes, as defined above, are allowed on all parks and open space multi-use trails that are concrete and crusher fine
- Class 3 allowed on roadways and bikeways (treated as vehicles as per the state)
- Pilot Class 1 e-bikes on natural surface trails

E-Scooter Policies

City of Boulder:

- Classifies all electric vehicles with “e-micromobility” nomenclature.

E-scooter Guide:

- Should be ridden in the bike lane or a multi-use path;
- If no path/lane available, should be ridden in the street or on the sidewalk, following road rules and yielding to pedestrians
- No scooters allowed on OSMP trails, including paved multi-use trails.

Where can different e-micromobility devices be used in Boulder?



	Sidewalks (Except Dismount Zones)	Multi-Use Paths	Streets and Bike Lanes
 Class 1 and 2 E-bike	✓	✓	✓
 Class 3 E-bike	✗	✗	✓
 Low-Power Scooter	✗	✗	✓ Streets ✗ Bike Lanes
 Lightweight Electric Vehicle (E-Scooter/ E-Skateboard)	✗	✓	✓
 Toy Vehicle	✗	✗	✗

[View image.](#) [View detailed version of chart.](#)

Boulder County:

- Classify e-scooters as “Other Power Driven-Mobility Devices” (OPDMDs)

E-Scooter Guides:

- Distinguish e-scooters and low-powered e-scooters, specifically; but refer to OPDMDs generally regarding policy. State general OPDMDs (which includes e-scooters) cannot be used on any trail, unless specifically permitted. There are disability (Rule 9(b)) and emergency vehicle exceptions.
- Individuals with mobility disabilities may use OPDMDs on all trails open for pedestrian use unless a particular trail has been designated as inappropriate for use by OPDMDs

based upon the assessment factors found in 28 CFR § 35.137(b)(2) of the Americans with Disabilities Act.

- OPDMD is defined as any mobility device powered by batteries, fuel, or other type engine that is used by individuals with mobility disabilities for the purpose of locomotion, including golf carts, electronic personal assistance mobility devices such as the Segway® PT, or any other mobility device.
- Use of OPDMDs must be in a safe manner and is at the risk of the user. OPDMDs may not be used off trail.

Rule 9(b): disability exemption:

“Individuals with mobility disabilities are permitted to use wheelchairs and/or manually powered mobility aids on any trail open to pedestrian use so long as they are used in a manner that is safe for the user. Individuals with mobility disabilities may use other power-driven mobility devices (“OPDMDs”) on all trails open for pedestrian use unless a particular trail has been designated as being unsafe for use by OPDMDs based upon the assessment factors found in 28 CFR 35.137(b)(2). A current list of trails that have been designated as being unsafe for use of OPDMDs shall be kept on the Boulder County Parks & Open Space web site...”

All OPDMDs Allowed

- Agricultural Heritage Center
- All trails at Carolyn Holmberg Preserve at Rock Creek Farm
- All trails at Coalton Trailhead
- All trails at Lagerman Agricultural Preserve
- All trails at Pella Crossing
- All trails at Twin Lakes
- All trails at Walden Ponds Wildlife Habitat
- Coal Creek Trail
- Meyers Homestead Trail at Walker Ranch
- Niwot and Dry Creek Trails
- Rock Creek Trail

OPDMDs Less Than Four Feet in Width Allowed

- All trails at Caribou Ranch (no e-bikes)
- Boulder Canyon Trail
- Cattail Pond Trail at the Fairgrounds
- Dodd Lake Trail at Dodd Lake
- Indian Mesa Trail at Ron Stewart Preserve at Rabbit Mountain

All OPDMDs Prohibited Except Electric Bicycles

- All trails at Mud Lake
- Bald Mountain
 - Pines to Peaks Loop
- Betasso Preserve
 - Benjamin Loop
 - Betasso Link Trail
 - Bummer's Rock Trail
 - Canyon Loop
 - Loop Link
- Hall Ranch
 - Antelope Trail
 - Button Rock Trail
 - Nelson Loop
 - Nighthawk Trail
- Heil Valley Ranch
 - Lichen Loop
 - Overland Loop Trail
 - Picture Rock Trail
 - Ponderosa Loop
 - Wapiti Trail
 - Wild Turkey Trail

All OPDMDs Prohibited

- Anne U. White Trail
- Blanchard Trail at Betasso Preserve
- Fourmile Link at Betasso Preserve
- Bitterbrush Trail at Hall Ranch
- Walker Loop at Walker Ranch

City of Louisville:

- No specific regulations with scooters

City of Broomfield

- Classify e-scooters according to Colorado State Law and as a result, distinguish "low-power scooters," "scooters 50 cc or over," and "toy vehicles." Broomfield Code: [Title 10, Chapter 16.](#)

Low-Power Scooters:

Colorado Revised Statute 42-1-102(48.5) states: "Low-power scooter" means a self-propelled vehicle designed primarily for use on the roadways with not more than three wheels in contact with the ground, no manual clutch, and either of the following: a cylinder capacity not exceeding 50 cubic centimeters if powered by internal combustion; or a wattage not exceeding 4,476 if powered by electricity. This classification includes all two- and three-wheeled vehicles with under 50 cc engines, regardless of whether they are gas- or electric-powered, and are equipped with the mandatory safety equipment necessary for vehicles to travel on public roadways. Both Colorado Revised Statute 42-4-

201 et seq. and Model Traffic Code Part 2 address the various equipment requirements for motor vehicles permitted to travel on public roadways. The following are examples of these vehicles. This list is not all inclusive: Road Scooters & Mopeds (Kinetic or Hybrids).

Summary of laws regarding the use of low-power scooters in Broomfield:

- Low-power scooters MAY be ridden on public roadways.
- Low-power scooter riders must have a valid driver's license, but are not required to have a motorcycle endorsement.
- Motorized Bicycles ridden on public roadways must have a valid registration decal.
- Low-power scooters ridden on public roadways are required to have insurance.
- Low-power scooter riders and passengers must wear eye protection.
- Colorado currently has no helmet law; however, riders and passengers under the age of 18 must wear a helmet.
- Low-power scooter riders must obey all laws applicable to other motor vehicles.
- Low-power scooters MAY NOT be ridden on sidewalks, bike trails, parks, fields, or any other areas commonly used by pedestrians and bicycles.

Motorcycles/Scooters 50 cc and Over:

All two and three wheeled vehicles with 50 cc or larger engines, regardless of whether they are gas or electric powered, are considered motorcycles. Colorado Revised Statute 42-1-102(55) and Model Traffic Code 102(38), give the following definition: "Motorcycle" means every motor vehicle designed to travel on not more than three wheels in contact with the ground, except any such vehicle as may be included within the term "farm tractor" and except a motorized bicycle. The following items are examples of motorcycles: Motorcycles, Scooters, Trikes, & Mopeds (Kinetic or Hybrids)

Summary of laws regarding the use of Motorcycles in Broomfield:

- Motorcycles MAY be ridden on public roadways.
- Motorcycle riders must have a valid driver's license with a motorcycle endorsement.
- Motorcycles ridden on public roadways must have valid registration (license plates).
- Motorcycles ridden on public roadways must have current liability insurance.
- Motorcycle riders and passengers must wear eye protection. Colorado currently has no helmet law.
- Motorcycle riders must obey all laws applicable to other motor vehicles.
- Motorcycles MAY NOT be ridden on sidewalks, bike trails, parks, fields or any other areas commonly used by pedestrians and bicycles.

City of Lafayette:

- Classify e-scooters as “low-power scooter,” “electric scooter,” and EPAMD. Recently [updated definitions and policies in June, 2023.](#)
- Sec 80-94.1 prohibits e-scooters on lands owned solely by City of Lafayette with open space designation (where designated), except with permission from director and persons with disabilities.
- [Sec 80-54](#), Model Traffic Code, allows e-scooter, low-power scooters, and other designations to be used on established roadways.
- Only makes e-bike decisions on trails; distinguished by wattage (under 750) and speed (under 15 mph)

US Fish & Wildlife:

- No e-scooter policy; only e-bike

National Park:

- Classified as EMPAD, restricted to certain areas and conditions.
- Not allowed on trails or wilderness areas. Allowed on roads, parking areas, and bike lanes.

CPW:

- [Hb19-1221](#) classifies e-scooters as a “vehicle,” which generally means they are allowed on roadways. Prior to, e-scooters were “toy vehicles” and permitted for sidewalk use.
- In cases, prohibited from use in campgrounds and roadways (see Cherry Creek State Park).

Trail Courtesy Campaign Scope Update:

On 12/12/2022, PARC and OSAC subcommittee met with TOS Staff to discuss the scope of Trail Courtesy Campaign.

- 1.) Establish a set of key, over-arching trail courtesy messages with main ideas for Trail Courtesy Campaign.

Utilize/build-upon, or revise the existing TOS [trails-etiquette](#) Website to build upon the new Trail Courtesy Campaign messaging (Note: the following was formulated by Town of Superior Parks, Recreation, Open Space & Trails Advisory Committee (PROSTAC)):

“Be Courteous

- Yield to others when entering or crossing trail.
- Faster trail users should yield to slower traffic.
- Move off the trail when stopped to allow others to pass.

Bicycles Stay to the Right and Pass with Care

- Look ahead and behind before passing.
- Ring a bell or give a clear verbal warning by saying "passing" or "on your left" before passing other trail users.
- Yield to oncoming traffic when passing.

Be Safe

- Always wear a helmet when biking.
- Use bicycle lights and reflectors after dusk.
- Use hand signals to indicate a turn.
- Trail users are asked to maintain courtesy speeds of 15 mph or less.
- Watch and listen for others.
- Approach turns in anticipation of someone around the bend.
- Keep earbud volume low in order to hear others approaching.

Protect the Trails and Ecosystems

- Stay on the trails to protect vegetation and minimize erosion.

- Keep trails litter free by carrying out anything you bring in.
- Do not ride on wet or muddy nature trails.
- Avoid locking wheels and skidding on steep trails. Dismount and walk your bike. Do not disturb wildlife.

Be responsible with Pets

- Keep all pets on a leash within four feet of you.
- Pick up pet waste.”

- 2.) Short slogans/ ideas for dispersed physical trail signage, potentially with QR codes that link back to the TOS’s main website:
 - Ideas for slogans:
 - “Share Smart”
 - “Please don’t fly passing by”
 - “Have a mind to be kind”
 - “Ride the Mile with a Smile”
 - “Have a Mind to be Kind”
 - “Slow it down without a frown”
 - “Please scoop your poop”
 - “May the leash be with you, always”
 - “Common Courtesy Creates Community”
- 3.) Then based on messaging, work with TOS artists to draft some creative visuals based on the messaging to first be distributed electronically.
- 4.) Combine visuals & messaging to be incorporated into TOS electronic communications, and the Town’s website.
 - Provide the same visuals and messaging about the campaign with the local schools to be distributed in their weekly newsletters, including Monarch, Eldorado, SES.
- 5.) Once messaging and visuals have been established, then leverage existing TOS “way-finding” signage, to potentially use as template for new locations for Trail Courtesy Campaign signage, and subject to TOS staff recommendations. Physical signs might have QR codes linking observers to the TOS Trail Courtesy Campaign Website.
 - o Physical trail signage could include any number and combination of “sandwich boards” and “popcycle” signs dispersed at major trailheads, and/or along the paved or gravel trails throughout TOS.
- 6.) Continual refinement and delivery of such messages through communications via TOS email distributions, TOS Website and physical signage throughout town.
- 7.) Also consider attending existing events to highlight the trail courtesy campaign to the community at Arbor Day, or 4th of July, or Octoberfest.



Item Number 6b

Information for Meeting of the Superior Town Council

Agenda Item Name: Presentation – Landscape Fee Fund Rate Study

Meeting Date: August 25, 2025

Presented by: Matt Magley, Town Manager
Jeff Stone, Finance Director

Presented for: Presentation and discussion

BACKGROUND

During the 2025 Budget discussion the Town Council requested that Town staff have a rate study completed ahead of the 2026 Budget process on the Class One Landscape Fee Fund to address policy questions regarding potentially eligible costs to shift to this fund, and alternatives to include fence maintenance costs in this fund. The fund accounts for the proceeds from a monthly fee on residential property within Town, except generally the Original Town area, for enhanced landscape areas and their ongoing maintenance throughout our community.

After discussion, four rate scenarios were decided on. Those scenarios include:

- No fence maintenance costs included
- Fence maintenance costs included and split by all payers
- Fence maintenance costs included and split by Rock Creek Residents
- Fence maintenance costs split between properties with fence (51% of properties have fence / 49% of properties don't have fence)

The Council also requested staff identify ongoing Park maintenance expenses that have previously been paid by the General Fund to move to the Class One Landscape Fee Fund. These expenses total around \$215,000 and were included in the rate study scope as well. There was also Council dialogue about adding the landscape fee charge to Original Town and Coal Creek Crossing properties not currently paying the fee since they derive benefit from Landscape Fee Fund expenses. Adding these properties would generate around \$75,000 in revenue and could reduce the 2026 rate increase by around 3%.

The Town solicited bids to complete the rate study. Maria Ostrom from MO, LLC, was chosen through the RFP process to perform the rate study. Maria has 25+ years state and local government finance experience serving multiple communities across the U.S. creating financial models to ensure long-term financial sustainability, assisting executive leadership and those charged with governance in strategic planning and analysis, preparing annual organization-wide budgets, and preparing comprehensive revenue forecasts. Maria served as the Finance Director for the City of Thornton for several years where she created an administrative cost allocation model to recoup overhead costs, developed a risk model to account for premiums and deductibles related to worker's compensation, property, liability, and O&E insurance costs, and oversaw the creation and implementation a storm water utility enterprise fund including development of the rate structure, facilitation of public outreach and modification of the utility billing software to accommodate the new storm water fee.

Ms. Ostrom will present the four scenarios requested by Council and the rates that are the result of each scenario.

BUDGET IMPLICATIONS

The scenario selected will be used to set the rates for the 2026 Budget in the Class One Landscape Fee Fund.

4 Scenarios from the Class One Landscape Fee Rate Study:

Scenario	Single Family Units	Rock Creek	Single Family Attached	Multi-Family	Estimated % Increase
No Fence Maintenance costs included	\$42.24	\$42.24	\$35.21	\$28.15	15% All Units
Fence Maintenance paid by all units	\$44.70	\$44.70	\$37.36	\$29.80	21.5% All units
Fence Maintenance paid by Rock Creek Only (RC)	\$42.24	\$47.10	\$35.21	\$28.15	15% Not RC 28% RC
Fence Maintenance paid by Rock Creek properties with Fence backing to Town Property	\$42.24	\$51.79	\$35.21	\$28.15	15% No Fence 40.5% W/Fence
2025 Rates	\$36.83	\$36.83	\$30.70	\$24.55	

RECOMMENDATION

Discussion and direction to Town Staff for the scenario to use for the 2026 budget.

ATTACHMENT

- Presentation



SUPERIOR
COLORADO

Landscape Fee Fund Financial Model

Town Council presentation
August 25, 2025

Purpose of Landscape Fee Fund

- Serve over 5,800 residential units
 - Single Family Detached (SFD)
 - Single Family Attached (SFA)
 - Multi-Family (MF)
- Provide landscape maintenance for shared community spaces
- Bill monthly resident fees by unit type
 - Recoup cost of landscape maintenance and improvement projects to meet service levels that contribute to a thriving community
 - Provide analysis to ensure long-term solvency of Landscape Fee Fund

Landscape Rate Model Objectives

- Create 10-year financial model
- Calculate rate per unit to recover costs
- Maintain fund balance reserve
- Four rate scenarios
 1. No fence maintenance
 2. Fence maintenance-all units cover cost
 3. Fence maintenance-Rock Creek SFD cover cost
 4. Fence maintenance-Rock Creek units with fence cover cost



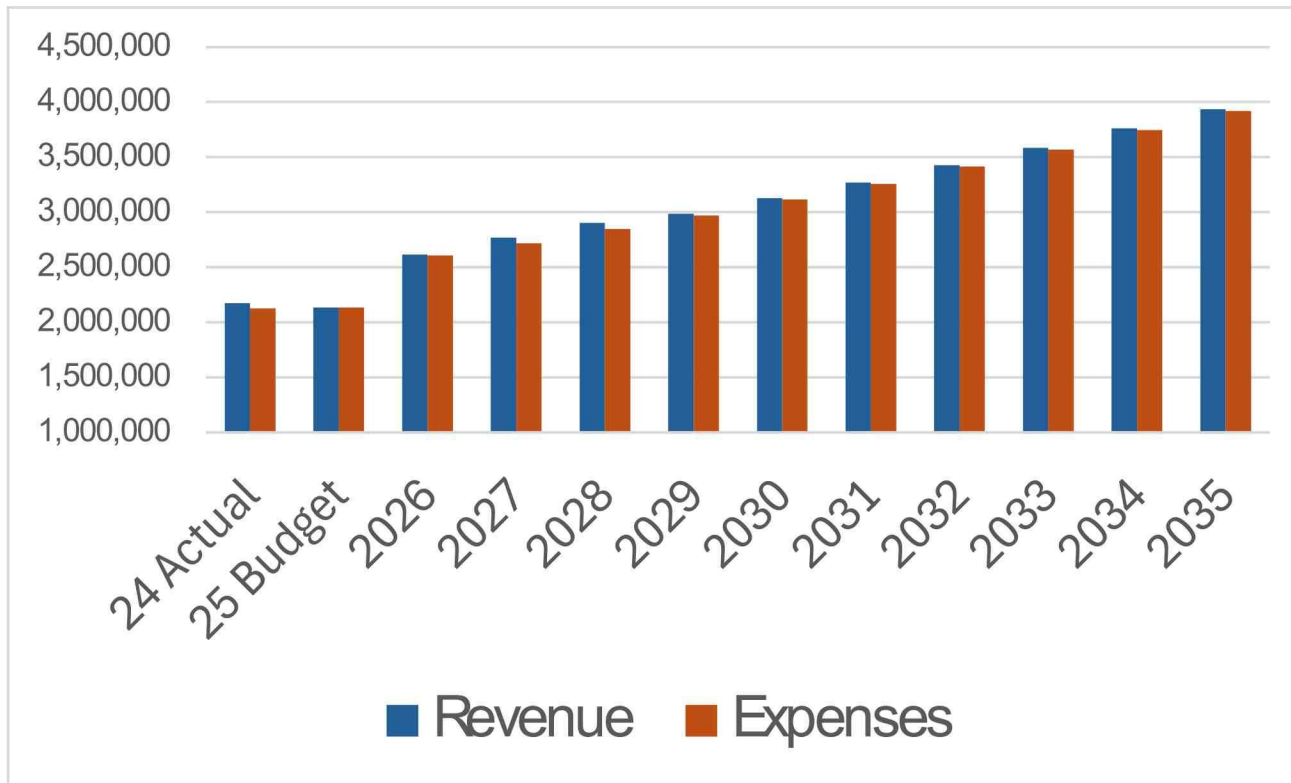
Key Financial Metrics

- **Estimated Revenues**
- **Projected Expenses**
- **Maintain Council directed fund balance reserve**

Reserve Target between 10-25% current year operating expenditures

LANDSCAPE RATE MODEL (scenario #2)

Revenue and Expenses by Year

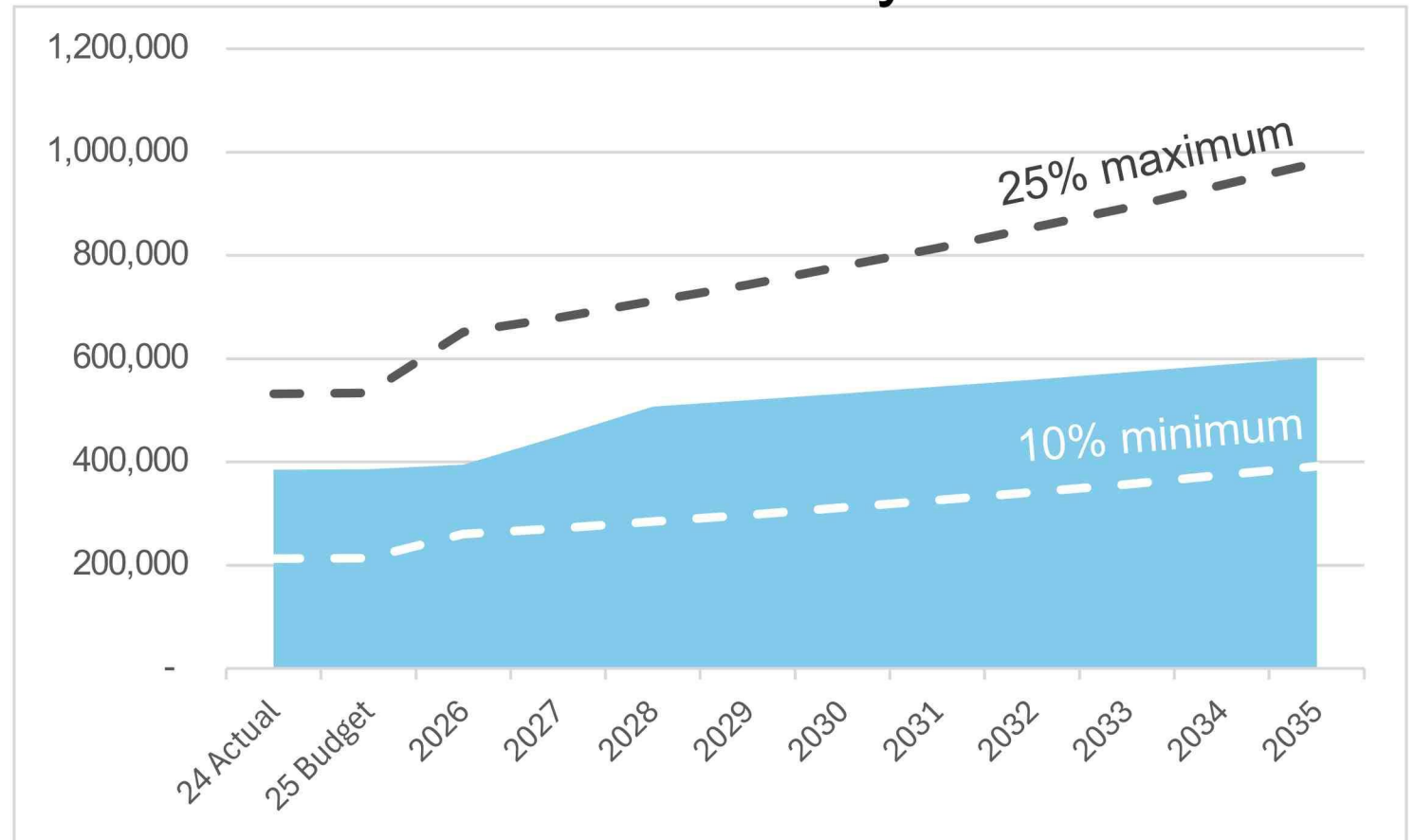


- Revenue covers expenses each year in all four rate scenarios
- Expenses increase in 2026 to cover costs previously paid by General Fund
- Graph displayed is Rate Scenario 2 – all units cover fence maintenance costs

LANDSCAPE RATE MODEL

- Council directed reserve target is minimum of 10% annual operating expenses up to a maximum of 25%
- Graph displayed is Rate Scenario 2 – all units cover fence maintenance costs

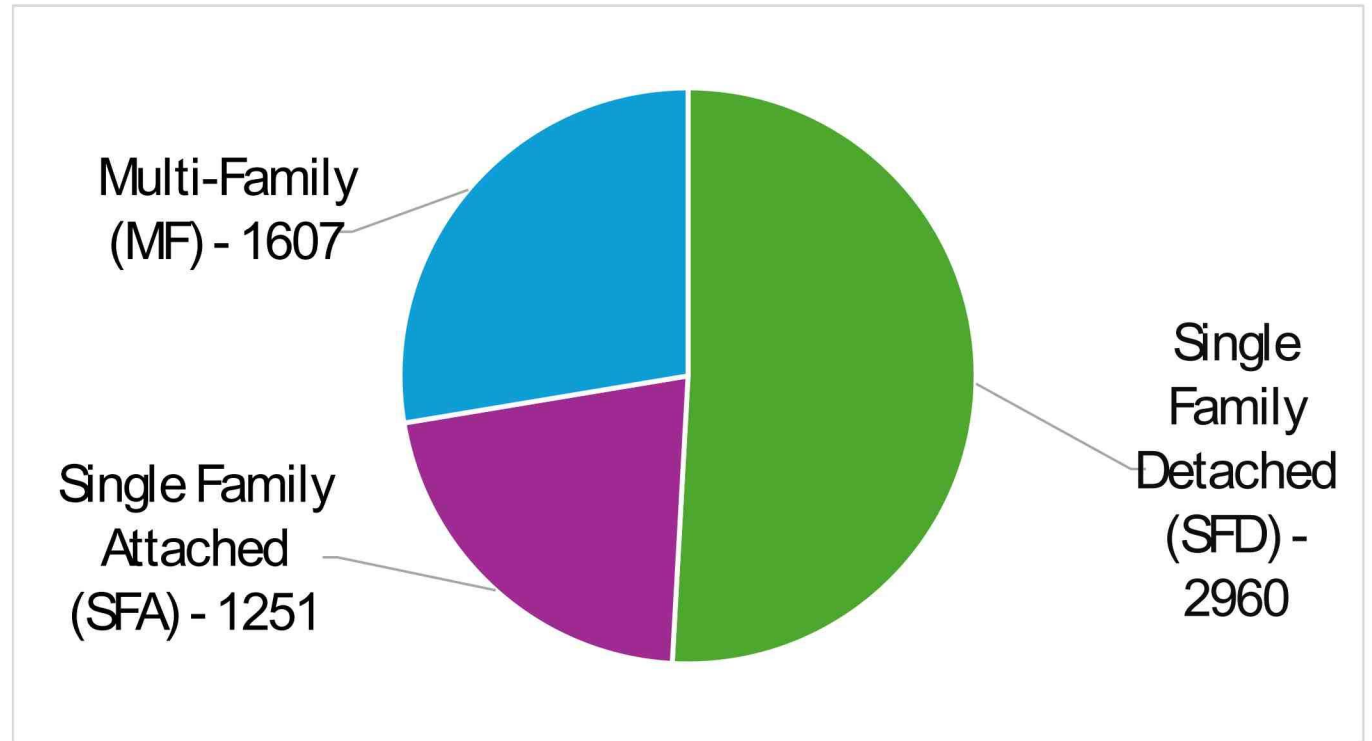
Fund Balance by Year



LANDSCAPE RATE MODEL

- Maintains 3-tiered rate schedule
- Single family detached represents 51% of total units, covers 58% of cost (2025 budget)
- Assumes Main Street/Downtown Superior multi-family complete mid-2027

Property Units by Type



LANDSCAPE RATE MODEL

Scenario #01 No Fence Maintenance

Unit Type	2025	2026	2027	2028	2029	2030
Multi-family	\$ 24.55	\$ 28.15	\$ 29.10	\$ 30.38	\$ 30.70	\$ 32.30
Single family attached	\$ 30.70	\$ 35.21	\$ 36.38	\$ 37.99	\$ 38.38	\$ 40.39
Single family detached	\$ 36.83	\$ 42.24	\$ 43.65	\$ 45.58	\$ 46.05	\$ 48.45
Annual rate increase	4.0%	14.7%	3.3%	4.4%	1.0%	5.2%

LANDSCAPE RATE MODEL

Scenario #02 All Units Cover Fence Maintenance

Unit Type	2025	2026	2027	2028	2029	2030
Multi-family	\$ 24.55	\$ 29.80	\$ 30.78	\$ 31.84	\$ 32.41	\$ 34.07
Single family attached	\$ 30.70	\$ 37.26	\$ 38.49	\$ 39.81	\$ 40.53	\$ 42.60
Single family detached	\$ 36.83	\$ 44.70	\$ 46.17	\$ 47.76	\$ 48.63	\$ 51.10
Annual rate increase	4.0%	21.4%	3.3%	3.4%	1.8%	5.1%

LANDSCAPE RATE MODEL

Scenario #03 Rock Creek Units Cover Fence Maintenance

Unit Type	2025	2026	2027	2028	2029	2030
Multi-family	\$ 24.55	\$ 28.15	\$ 29.10	\$ 30.14	\$ 30.70	\$ 32.30
Single family attached	\$ 30.70	\$ 35.21	\$ 36.38	\$ 37.69	\$ 38.38	\$ 40.39
Single family detached - All Other	\$ 36.83	\$ 42.24	\$ 43.65	\$ 45.21	\$ 46.05	\$ 48.45
SFD-Rock Creek	\$ 36.83	\$ 47.10	\$ 48.63	\$ 50.33	\$ 51.31	\$ 53.86
Annual rate increase - All Other	4.01%	14.68%	3.34%	3.58%	1.86%	5.22%
Annual rate increase - Rock Creek	4.00%	27.90%	3.25%	3.49%	1.95%	4.97%

LANDSCAPE RATE MODEL

Scenario #04 Rock Creek Units w/Fence Cover Maintenance Costs

Unit Type	2025	2026	2027	2028	2029	2030
Multi-family	\$ 24.55	\$ 28.15	\$ 29.10	\$ 30.14	\$ 30.70	\$ 32.30
Single family attached	\$ 30.70	\$ 35.21	\$ 36.38	\$ 37.69	\$ 38.38	\$ 40.39
Single family detached - All Other	\$ 36.83	\$ 42.24	\$ 43.65	\$ 45.21	\$ 46.05	\$ 48.45
SFD-Rock Creek w/Fence	\$ 36.83	\$ 51.79	\$ 53.43	\$ 55.26	\$ 56.37	\$ 59.07
Rate Increase - All Other	4.0%	14.7%	3.3%	3.6%	1.9%	5.2%
Rate Increase - Rock Creek 51% w/Fence	4.0%	40.6%	3.2%	3.4%	2.0%	4.8%



Thank You!

Questions/Comments?



Item Number 7c

Information for Meeting of the Superior Town Council

Agenda Item Name: Resolution - Approving Appointment to the Superior Youth Leadership Council (SYLC)

Meeting Date: August 25, 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 appointment of Advisory Committee members. There are currently 6 vacancies on SYLC.

In addition to interviewing with the Town Council, the SYLC's application process asks that all applicants also interview with SYLC. Applicants are also strongly encouraged to attend at least one SYLC event or program, and at least one SYLC meeting or work session prior to being considered for appointment. SYLC members and the staff liaison then provide feedback regarding the applicants for the Town Council to consider. All applicants on the SYLC waitlist were contacted regarding these vacancies. Only 5 applicants responded and coordinated interviews accordingly.

Scheduled under this agenda item is the Town Council's consideration to appoint or to not appoint a candidate to fill the 6 vacancies on SYLC. If no appointment is made, any vacancy will remain open, advertised, and the SYLC will reinitiate their informal application process.

Superior Youth Leadership Council (SYLC) Candidates – 6 vacancies

1. Ryan Alaniz
2. Dylan Lacis
3. Jackson Lacis
4. Megan Liao
5. Mili Sobti

ALTERNATIVES CONSIDERED:

Make no appointment and fill vacancy at a later date.

MOTION:

Move to approve the Resolution making appointments to the Superior Youth Leadership Council.

Voted required.

ATTACHMENTS:

- Resolution(s)

**TOWN OF SUPERIOR
RESOLUTION NO. R-59
SERIES 2025**

**A RESOLUTION OF THE COUNCIL OF THE TOWN OF SUPERIOR,
COLORADO APPOINTING MEMBERS TO THE SUPERIOR YOUTH
LEADERSHIP COUNCIL**

WHEREAS, on October 13, 2014, the Board of Trustees re-established the Youth Services Committee by Resolution No. R-53, Series 2014;

WHEREAS, on January 26, 2015, by Resolution No. R-6, Series 2015, the Board of Trustees renamed the Superior Youth Services Committee the Superior Youth Leadership Council; and

WHEREAS, the Town Council wishes to make appointments to the Superior Youth Leadership Council pursuant to Article XII of Chapter 2 of the Superior Municipal Code.

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

Section 1. The Town Council hereby makes the following appointments to the Superior Youth Leadership Council:

<u>Name</u>	<u>Term expires</u>
Ryan Alaniz	August 2027
Dylan Lacis	August 2027
Jackson Lacis	August 2027
Megan Liao	August 2027
Mili Sobti	August 2027

ADOPTED this 25th day of August, 2025.

Mark Lacis, Mayor

ATTEST:

Shannon Dujardin, Town Clerk



Item Number 7d

Information for Meeting of the Superior Town Council

Agenda Item Name: **Consideration of Ordinance Amending Chapter 6 of the Superior Municipal Code Regarding Contractor Licensing**

Meeting Date: **August 25, 2025**

Presented by: **Nicholas Hartman, Town Attorney**
 Renae Stavros, Planning and Building Director

Presented for: **Action**

BACKGROUND

Historically, the Town of Superior has not required contractors to be licensed by the Town. The Town requires contractors to provide current licensing from a surrounding jurisdiction to document credentials to perform service in our community. This system has led to occasional gaps in contractor compliance and mutual understanding, prompting the Town to now establish its own contractor licensing system. To date, the Town has avoided setting up a contractor licensing system. This system has led to contractors misinterpreting certain requirements and responsibilities. In the current system, there are no costs for contractor registration, there are no clear expiration dates for licensing, and no tracking mechanism for contractor complaints from homeowners.

Another complication of the current system is that contractors are only required to register with the Town when applying for a permit, and not when doing work that may not require a permit, in Superior. In this circumstance, contractors may be working in Superior, unregistered, without the Town's knowledge, and the Town would have no recourse to hold them liable and/or accountable.

Currently, when a contractor attempts to apply for a permit through the Town's Community Core software, they are prompted to leave the system, visit the Town's Planning and Building webpage, and call/email the Building Permit Technician directly. The contractor is then asked to provide specific documentation based on the type of work being proposed (i.e. Certificate of Insurance with Workers Compensation General Liability, surrounding jurisdiction license and, if applicable, state and master electrical and/or plumbing licenses). Then, the Building Permit Technician manually enters the provided information into the Community Core software, and then calls/emails the contractor stating they can now apply for a permit through Community Core.

Staff worked closely with the Town Attorney, Chief Building Official, and Building Permit Technician to draft Article XI – Contractor Licenses to add to Chapter 6 of the Municipal Code, to incorporate standards that generally fall in line with licensing regulations in other nearby municipalities:

Sec. 6-11-10. – Applicability.

Sec. 6-11-20. – Definitions.

Sec. 6-11-30. – Application and fees.

Sec. 6-11-40. – Term and renewal.

Sec. 6-11-50. – License classification.

Sec. 6-11-60. – Contractor responsibilities.

Sec. 6-11-70. – Suspension or revocation.

Sec. 6-11-80. – Violation and penalty.

RECOMMENDATION

Move to approve an Ordinance amending Chapter 6 of the Superior Municipal Code to add a new Article 11 regarding contractor licensing.

ATTACHMENTS

- Ordinance

TOWN OF SUPERIOR
ORDINANCE NO. O-14
SERIES 2025

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR
AMENDING CHAPTER 6 OF THE SUPERIOR MUNICIPAL CODE BY THE
ADDITION OF A NEW ARTICLE XI REGARDING CONTRACTOR
LICENSING

WHEREAS, the Town desires to require contractors performing work in the Town to be licensed by the Town.

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

Section 1. A new Article XI is hereby added to Chapter 6 of the Superior Municipal Code to read as follows:

**ARTICLE XI
CONTRACTOR LICENSES**

Sec. 6-11-10. – Applicability.

(a) All contractors involved in the following activities in the Town shall be licensed under this Article: the erection, construction, enlargement, alteration, repair, movement, removal or conversion of buildings, structures, utilities, roads, streets, bridges. A contractor must have a license for all classes of work they are performing.

(b) The following do not require a license under this Article:

(1) Public utility companies when engaged in the installation, operation and maintenance of their equipment used for the production, generation, or distribution of the utility, product, or service through the facilities owned or operated by the utility company to the point of customer service;

(2) Construction trades, other than mechanical, electrical, and plumbing, performing work under the supervision of a licensed contractor;

(3) Employees working for and under the supervision of a contractor licensed under this Article; or

(4) A homeowner who constructs, alters or demolishes any structure or portion thereof that constitutes the owner's personal and primary residence, or a structure accessory thereto intended for the owner's personal use; provided that this does not occur for more than one (1) dwelling unit within any three (3) year period.

Sec. 6-11-20. – Definitions.

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

Building Official means the Town's Planning and Building Director or designee.

Contractor means any person, firm, partnership, corporation, limited liability company, association or organization, entity, or any combination thereof, who undertakes the erection, construction, alteration, repair, removal or conversion any building or structure or a portion thereof for a fixed fee, sum, price, percentage, bonus or other compensation.

Sec. 6-11-30. – Application and fees.

- (a) An application for a contractor license shall be on forms as provided by the Town, accompanied by the fee established by resolution of the Town Council.
- (b) The application shall include evidence of general liability insurance of not less than one million dollars (\$1,000,000) combined single limit.
- (c) An applicant for a Class A, B, or C contractor license shall provide evidence of passing the designated International Code Council ("ICC") national standard examination and proof of State license, if applicable, for the type of license requested.
- (d) The Building Official may deny a license application upon a finding of one or more of the following:
 - (1) The applicant failed to provide any information required on the application;
 - (2) The applicant failed to provide proof of the required insurance;
 - (3) The applicant failed to pay the appropriate license fee;
 - (4) The applicant failed the designated ICC national standard examination for determination of their qualifications and code competency for the type of license requested;
 - (5) The applicant had a previous contractor license suspended or revoked by the Town or another jurisdiction; or
 - (6) The applicant previously failed to comply with the ordinances and regulations of the Town, including without limitation the contractor responsibilities outlined in Section 6-11-60 of this Article.
- (e) If the Building Official denies a license application, the Building Official shall notify the applicant in writing, including the specific grounds for the denial. Within ten (10) days of the written denial, the applicant may file an appeal with the Board of Adjustment, as set forth in Article VII of Chapter 2 of this Code.

Sec. 6-11-40. – Term and renewal.

- (a) Each license issued under this Article shall expire on December 31 of the year for which it was issued.
- (b) A licensee shall file an application for renewal at least thirty (30) days prior to expiration of a license. The renewal application shall include the same information as the original application.

Sec. 6-11-50. – License classification.

The following classifications of contractor licenses are established:

- (1) *Class A.* This class entitles the license holder to contract for the construction, addition, alteration, tenant improvement or repair of any type of construction or size of building or structure permitted by the adopted building codes except electrical, plumbing, and mechanical, unless licensed to do such work. A Class A license holder may demolish any building, structure, or portion thereof when rebuilding on-site.
- (2) *Class B.* This class entitles the license holder to contract for the construction, addition, alteration, tenant improvement or repair of any size of building or structure of Type II-B or V-B construction, except electrical, plumbing, and mechanical, unless licensed to do such work. A Class B license holder may demolish any building, structure, or portion thereof when rebuilding on-site.
- (3) *Class C.* This class entitles the licensee to contract for the construction of, or addition to, one- and two-family dwellings or townhouse dwellings three stories or less in height permitted by the adopted building codes, including accessory dwelling units. A class C license holder may demolish any building, structure, or portion thereof when rebuilding on-site.
- (4) *Specialty.* This class entitles the licensee to contract for the construction, alteration or repair of awnings, a basement finish, carport, covered porch or patio, deck, fence, detached private garage, pergola, shed, retaining wall, swimming pool or spa, sign, radon mitigation system, roof covering repair or replacement, window replacement, or the demolition or moving of a building or structure.
- (5) *Mechanical.* This class entitles the licensee to install, add to, alter, or repair warm air heating, venting, evaporative and refrigeration cooling, exhaust systems and their appurtenances, hot water systems, process piping, refrigeration systems and related appurtenances.
- (6) *Electrical.* This class entitles the licensee to engage in the installation, alteration, or repair of electrical wiring, appliances, or apparatus of any kind, nature, or description for the purpose of transmitting or utilizing current for light, heat, power, or electrical signal systems, or other purposes inside of, or in connection with any building or structure, so long as the licensee has secured a master electrician license and electrical contractor license from the State.
- (7) *Plumbing.* This class entitles the licensee to engage in the installation, alteration, or repair of plumbing fixtures or apparatus of any kind, nature, or description for the purpose of potable water supply and distribution, fixtures and traps, drainage and vent piping, water conditioning appliances, or other purposes inside of, or in connection with any building or structure, so long as the licensee has secured a master plumber license and plumbing contractor license from the State.

Sec. 6-11-60. – Contractor responsibilities.

- (a) A contractor shall be responsible for all work performed under their contract, whether the contractor, an employee or a subcontractor performs the work.
- (b) A contractor shall be responsible for obtaining a permit prior to commencing any construction work, and the permit shall list all mechanical, electrical, and plumbing subcontractors who will be performing work.
- (c) A contractor shall not deviate from the approved construction documents without prior approval from the Building Official.
- (d) A contractor shall be responsible for scheduling required inspections of work that shall remain accessible and exposed until approved. The contractor shall be present at the inspection and provide a copy of their license for the work being inspected.

Sec. 6-11-70. – Suspension or revocation.

- (a) The Building Official may require a licensee to appear for a hearing on the suspension or revocation of a license. Notice of the hearing shall be sent to the licensee at least ten (10) days prior to the hearing via first-class United States mail to the licensee's address on file with the Town. The notice shall contain a brief statement of the alleged violation that is the basis for the suspension or revocation.
- (b) At the hearing, the licensee shall have an opportunity to be heard on the violation alleged in the notice. The Building Official may suspend or revoke the license for good cause, including without limitation any violation of this Section.
- (c) Within ten (10) days after the hearing, the Building Official shall issue a written order, including findings of fact. A copy of the order shall be mailed by first-class United States mail to the licensee's address on file with the Town.
- (d) Within ten (10) days after the date of the written order, the licensee may file an appeal with the Board of Adjustment, as set forth in Article VII of Chapter 2 of this Code.

Sec. 6-11-80. – Violation and penalty.

It is unlawful for any person to violate this Article. Violations of this Article shall be subject to the civil penalties set forth in Section 1-3-20 of this Code. Each day of violation shall constitute a separate offense.

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 Number 7e

Information for Meeting of the Superior Town Council

Agenda Item Name: **Consideration of Ordinance Amending Chapter 11 of the Superior Municipal Code Regarding the Warranty Period for Work Performed in the Public Right-Of-Way**

Meeting Date: **August 25, 2025**

Presented by: **Brannon Richards, Public Works & Utilities Director**

Presented for: **Action**

Background

Historically, the Town of Superior has required contractors to provide a deposit, bond, or other security to guarantee performance of completion of improvements within Public right-of-way. The security includes a one-year warranty period for work performed within Public right-of-way. This warranty period differs from the standard warranty period the Town requires for capital improvement projects, and town contracted work, which includes a two-year warranty period for all work performed.

Staff would like to update the warranty period for work performed within Public right-of-way to a two-year warranty. The security and two-year warranty requirement would be a condition of the Public right-of-way permit.

Staff worked closely with the Town Attorney to update the security and warranty requirements for work performed within the Public rights-of-way.

Recommendation

Move to approve an Ordinance amending Chapter 11 of the Superior Municipal Code to update Article 2 regarding the warranty period for work performed in the public right-of-way.

Attachments

- Ordinance

TOWN OF SUPERIOR
ORDINANCE NO. O-15
SERIES 2025

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR
AMENDING SECTION 11-2-130(b) OF THE SUPERIOR MUNICIPAL
CODE REGARDING THE WARRANTY PERIOD FOR WORK PERFORMED IN
THE PUBLIC RIGHT-OF-WAY**

WHEREAS, the Town desires to increase the warranty period of work done to public rights-of-way to two years, from the current one-year period; and

WHEREAS, the Town Council finds that adoption of this Ordinance is in the best interest of the public health, safety and welfare of the Town.

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

Section 1. Section 11-2-130(b) of the Superior Municipal Code is hereby amended to read as follows:

Sec. 11-2-130. – Security.

* * *

(b) An application for a public right-of-way permit to install any public improvement, including any street, street improvements, curb, gutter, ~~or~~ sidewalk, water main and service lines, sanitary sewer main and service lines, storm sewer main, detention ponds, park, trail, landscape, irrigation system, or parking lot shall be accompanied by an irrevocable letter of credit in a form acceptable to the Town in an amount equal to one hundred ten percent (110%) of the estimated cost of the improvements. During the ~~one~~ two-year warranty period, the security may, at the Town's sole discretion, be reduced to fifty percent (50%) of the estimated cost of the improvements constructed.

* * *

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 25 day of August, 2025.

Mark Lacis, Mayor

ATTEST:

Shannon Dujardin, Town Clerk



Item Number 7f

Information for Meeting of the Superior Town Council

Agenda Item Name: Resolution – Approving an Agreement with Triton Snow Removal for 2025-26 Snow Removal and Ice Control Services

Meeting Date: August 25, 2025

Presented by: Brannon Richards, Public Works & Utilities Director

Presented for: Action

Background

In 2023, the Town entered into a contract with Triton Snow Removal to perform snow removal services town-wide. The initial contract approved on June 12, 2023 included a renewal option for up to three additional 1-year terms following completion of the initial contract term, see attached original contract.

Triton Snow Removal has successfully provided snow removal services in Superior for two consecutive years and staff would like to renew their contract for the 2025/2026 snow removal season. This would be the 2nd renewal period from the originally executed contract.

Since contracting with Triton Snow Removal for the 2023/24 snow removal season, the Town has observed an overall reduction in costs for snow removal compared to previous years, as well as a reduction in material usage, while maintaining similar levels of snow removal service on Town streets.

In the two years with Triton Snow Removal, the Town has paid an average of \$544,000 for snow removal services and deicing material, compared to an average of \$715,000 for the four years prior to contracting with Triton Snow Removal. A savings of \$171,000 annually, not including adjustments for inflation.

Budge Implications

The contract allows for the base prices within the contract to be increased each year based on the Consumer Price Index for All Urban Consumers (CPI-U), Denver, Aurora, Lakewood area from the most recent non-seasonally adjusted data available for the index. For 2025/26, the CPI-U

increase for our area is 2.2%. Table 1 provides a comparison of the original contract pricing and increases over the past 2 years associated with CPI-U.

Table 1 – Year of Year Pricing Comparison

Item	Unit	Original Contract Unit Costs	2024/25 Rate (2.6% increase)	2025/26 Rate (2.2% increase)
1. Monthly retainer for Equipment (Oct. – April)	Monthly	\$35,000	\$35,910	\$36,700
2. Hourly rate for snow plow equipment	Hourly	\$120	\$123	\$126
3. Hourly rate for loader equipment	Hourly	\$135	\$139	\$142
4. Hourly rate for additional snow plow equipment beyond the equipment listed in the contract	Hourly	\$325	\$333	\$341
5. Hourly rate for additional loader and operator	Hourly	\$250	\$257	\$262
6. Hourly rate for ice cutting	Hourly	\$750	\$770	\$786

Recommendation

Based upon the service provided to date and cost savings the Town has observed, staff recommends approval of the contract renewal with Triton Snow Removal for the 2025/26 snow removal season.

Motion

Move to adopt a Resolution approving a Contract extension with Triton Snow Removal for the 2025/26 snow removal season.

Attachments

- Resolution
- Triton Snow Removal 2023 Contract
- Contract Extension – 2025/26

TOWN OF SUPERIOR
RESOLUTION NO. R-60
SERIES 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR
APPROVING A CHANGE ORDER WITH TRITON SNOW REMOVAL, FOR
THE 2025/26 SNOW REMOVAL SEASON

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

Section 1. The Change Order between the Town and Triton
Snow Removal for snow removal and ice control services for the
2025/26 season is hereby approved in substantially the same form
as attached hereto, subject to final approval by the Town Attorney.
Upon such approval, the Mayor is authorized to execute the Change
Order on behalf of the Town.

ADOPTED this 25th day of August, 2025.

Mark Lacis, Mayor

ATTEST:

Shannon Dujardin, Town Clerk

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (the "Agreement") is made and entered into this 12th day of June, 2023 (the "Effective Date"), by and between the Town of Superior, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, CO 80027 (the "Town"), and Triton Snow Removal, an independent contractor with a principal place of business at 8547 E. Arapahoe Road J-340 Greenwood Village, CO 80112 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required services.

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

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials (with the exception of anti-icing and de-icing materials as specified herein) required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. Initial Term. The Initial Term of this Contract shall commence on July 1, 2023, and shall terminate on June 30, 2024, unless renewed as set forth in subsection B below. Contractor shall commence work as set forth in the Scope of Services, and except as may be changed in writing by the Town, the Scope of Services shall be complete and Contractor shall furnish the Town the specified deliverables as provided in the Scope of Services.

B. Bid Schedule. On or before June 1 of each successive year after the Initial Term, Contractor shall deliver to the Town a copy of the price breakdown set forth in the Bid Schedule adjusted as follows (the "Adjusted Bid Schedule"):

1. The prices set forth in the Bid Schedule for the initial year of this Contract shall constitute the Base Prices.

2. Mileage will not be paid as an extra, and must be included in the bidder's bid. No fuel surcharges will be paid as extras. All fuel costs are to be included in the contract costs. In the event the average retail cost of diesel fuel increases by more than fifty percent (50%) based on the average Town of Superior price on the day of contract execution, the parties agree to negotiate in good faith to make a pro rata adjustment to fees paid to the contractor to help mitigate the increased fuel cost only. This provision may be applied in multiple steps and will only be granted if there is more than one year remaining in the contract with the Town of Superior.

3. The Base Prices may be adjusted in an amount not to exceed the percentage change (up or down) of the Consumer Price Index for All Urban Consumers (CPI-U), Denver-Aurora-Lakewood area from the most recent non-seasonally adjusted data available for aforementioned index on the Effective Date to the most recent non-seasonally adjusted data available for the index on April 1 of the year in which the Adjusted Bid Schedule is delivered to the Town.

By way of example only: If the most recent data available for the CPI-U for the Denver—Aurora-Lakewood area shows an index of 213.9 for March 30th of the previous year and if the most recent data available for June 30th of the current year shows an index of 221.5, the increase is 3.6 percent. As such, the amounts on the Adjusted Bid Schedule may be increased by no more than 3.6 percent and delivered to the Town by June 1 of that year.

C. **Renewal Option.** The Town shall have the option to renew this Agreement for an additional 1-year term by providing written notice of renewal to Contractor no later than 30 days after Contractor provides the Town with an Adjusted Bid Schedule each year, for up to 3 additional 1-year terms.

D. **Termination.** This Agreement shall terminate at such time as the work described in the Scope of Services is completed and the requirements of this Agreement are satisfied, or upon the Town's providing Contractor with 60 days advance written notice, whichever occurs first. If the Agreement is terminated by the Town's issuance of written notice of intent to terminate, the Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference.

IV. RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing

contractors in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

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

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

V. OWNERSHIP

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

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

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

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

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

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

VIII. INDEMNIFICATION

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

IX. MISCELLANEOUS

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

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

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

D. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

E. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

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

G. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

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

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

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

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

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

TOWN OF SUPERIOR, COLORADO



Mark Lacin
Mark Lacin, Mayor

ATTEST:

Lydia Yecke
Lydia Yecke, Town Clerk

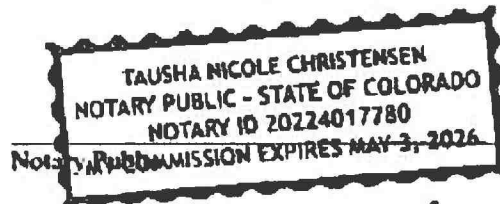
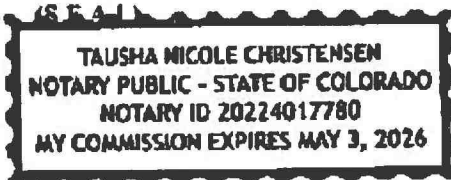
CONTRACTOR

By: Devin Burns

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 6
day of June, 2021, by Devin Burns as CEO
of Triton Snow Removal.

My commission expires:



Triton Snow Removal

EXHIBIT A SCOPE OF SERVICES

1 Background

Standard snow removal in the Town shall consist of work on approximately 12 centerline miles of Priority Level 1 roadways which are a mix of high volume 2-lane, 4-lane, and 4-lane divided streets all with bike lanes; approximately 7 centerline miles of Priority Level 2 roadways which are 2-lane streets with bike lanes or parking lanes; approximately 7 centerline miles of Priority Level 3 streets that require a single clearing pass; and approximately 8 centerline miles of Priority 4 streets that may require a single pass during major snowstorms. The map included as attachment D – snow removal map, indicates the location of these streets.

2 Scope of Work

Contractor shall perform snow and ice control operations for the streets identified on the attached map per the levels of service listed below. Where any question arises regarding the performance of the listed duties, it shall be the responsibility of Contractor to bring these to the attention of the Town.

Contractor shall be responsible for monitoring weather forecasts and observing road conditions with alerts sent to the Town via e-mail or text message. Contractor shall commence snow or ice control operations when:

- Directly instructed by the Town Manager, Public Works Director or designee, or Boulder County Sheriff's Department; or
- Upon Contractor's own observations and after receiving specific authorization by the Town Manager, Public Works Director, or other designated Town representative; or
- Upon Contractor's own observations and after making two documented unsuccessful attempts to contact Town authorities to commence plowing operations.

The Town must maintain a special environmental awareness and sensitivity in the use of chemicals for snow and ice control. Environmental considerations include controlling runoff, protecting groundwater, protecting vegetation, and minimizing air quality and street safety impacts associated with the use of abrasives. To achieve this goal Contractor shall implement the latest strategies and Best Management Practices. It is the goal of the Town to reduce or eliminate the reliance on sand during snow and ice control operations as it contributes to the amount of small particulate matter in the air.

CDOT Standards for use of liquid de-icers sets a maximum distribution rate of 40 gallons per lane mile. The standard for the application of straight salt or "Ice-Slicer" deicer is a

maximum distribution rate of 100 pounds per lane mile. Salt/sand mix at 30% concentration has a distribution rate of 200 pounds per lane mile to a maximum rate of 400 pounds per lane mile. Contractor shall demonstrate that equipment being provided can meet these rates. These CDOT Standards shall be used as guidelines. Adjustments can be made based on storm and road conditions.

Contractor shall make all efforts to mechanically clear roadways as close to bare pavement to the maximum extent practical prior to the application of any chemicals.

3

Levels of Service

Priority Level 1 – Arterial and Major Collector Streets

McCaslin Boulevard, 76th Street, Sycamore Street, Rock Creek Parkway, 88th Street, Coalton Road, Indiana Street, Promenade Drive, Superior Drive, and Main Street.

These roadways shall be the primary focus of Contractor's work during any storm. These roadways may be pretreated prior to storm events and shall be plowed once snow accumulates to a depth of 2 inches or when icy conditions exist. These roadways shall be cleared curb to curb or to the outside of the paved shoulders in the case of McCaslin Blvd. south of Rock Creek Parkway. Priority Level 1 streets shall be plowed by 2 tandem axle plows operating in echelon formation to maximize the width of the street to be cleared while snow is falling and should be plowed curb to curb, including auxiliary lanes within 12 hours after the completion of the snowfall.

Priority Level 2 – Secondary Collector Streets

Torreys Peak Drive, Rock Creek Circle, Coal Creek Drive, Castle Peak Avenue, Huron Peak Avenue, Eldorado Drive, Pitkin Avenue, Mt. Sopris Way, Yarrow Circle, Superior Drive and Old Rail Way

These roadways shall be the secondary focus of Contractor's work during storms. These routes may also be pretreated prior to storm events and shall be plowed once snow accumulates to a depth of 2 inches as time permits. Operations may begin on these streets concurrently with the Priority Level 1 routes. These routes shall be plowed to open the driving lanes in both directions to the extent allowable dependent on parking and snow conditions.

Priority Level 3 – Neighborhood Collector Streets

See map for specific routes.

These routes shall be cleared to provide a single drivable lane once snow accumulates to a depth of 2 inches or more or at the direction of the Town. Spot treatment for ice control shall be applied at intersections or problem areas only.

Priority Level 4 – Residential Streets

See map for specific routes.

These routes shall be plowed for a single pass upon direction of the Town without application of de-icing material.

Ice Cutting – the Town may request that the contractor provide labor and equipment necessary to remove ice buildup in specific locations throughout the Town. Ice cutting may include the application of de-icing material, heat, mechanical equipment or other means; and removal and hauling of ice to approved sites within the Town. Ice cutting must be done in a manner which will prevent damage to public improvements such as curb, gutter and sidewalks. Contractor shall be held responsible for excessive damage public infrastructure.

4 **Materials for Ice Control**

The Town has partnered with CDOT to allow the Town's use of CDOT's facility on Marshall Road/SH 170 for stockpiling of salt/sand, Ice-Slicer, and liquid de-icers. The Town shall purchase all materials directly and arrange for delivery to this facility. **Contractor's duties shall include the moving and piling of delivered materials into the storage facility.** Contractor shall be paid hourly for this work.

5 **Equipment**

The Town shall not provide any equipment, vehicles, or personnel to complete the work on Priority 1 or 2 streets. It shall be the responsibility of Contractor to provide all items necessary for the completion of the snow removal, and surface treatment application of ice control materials.

Contractor shall stage or otherwise have readily available, at a minimum, the following equipment at the Town's storage yard, located at 2125 Honey Creek Lane in Superior (or at a mutually agreed upon location within or near the Town), between the dates of October 1 and April 30:

- 1 truck equipped with a 10' hydraulically adjustable plow and sanding box with a 4 CY minimum capacity.
- 3 tandem rear axle dump trucks, each equipped with a 12' minimum, hydraulically adjustable plow and combination sanding box with a 4 CY minimum capacity and a liquid deicer distributor of 1000 gallon minimum capacity.

Contractor shall stage at the CDOT facility located on Marshall Road in Superior between the dates of October 1 and April 30 for the duration of the Agreement:

- 1 rubber tire front end loader with a minimum 1½ CY bucket capable of loading the granular material into the plow trucks; and moving and piling of delivered materials into the CDOT storage facility

All equipment shall:

1. Comply with all CDOT regulations and state vehicle registration laws and regulations;
2. Be clean and in good working order;
3. Be equipped with adequate and operable safety beacons and backup alarms; and
4. Undergo a safety inspection before and after being utilized on a shift.

Snowplow trucks shall be equipped with GPS trackers. The contractor should note in their qualifications if their trucks are equipped with GPS trackers which Town staff can have access to. If trucks are not equipped with GPS trackers, the Town may provide GPS trackers for use by the contractor and the Town. Upon request by the Town, GPS data collection shall include information on plow up or down, material application and any other information requested by the Town. All distribution equipment including distributors, hydraulic systems, and controls shall be less than 10 years old. All equipment for the distribution of granular or liquid ice control materials shall include controls to vary the application rates. Electronically controlled distribution equipment shall be calibrated at the beginning of the season. Distributors without electronic controls shall be calibrated at least bi-monthly. Drivers shall be familiar with the use of these controls and be able adjust the amount of material being spread during operation.

Contractor shall maintain all equipment in a state of constant readiness at contractor's expense. Any equipment failure resulting in reduced service levels shall be reported to the Town immediately. Contractor shall make sufficient plans to provide substitute equipment, at contractor's expense, within 24 hours of determining that one or more pieces of equipment are not able to operate in a safe manner for the purposes of this contract in full compliance with federal, state and local laws and regulations.

6 Annual Requirements

On or before October 1 of each year, Contractor shall:

- Provide documentation of legal ownership, registration and any applicable inspections performed on any piece of equipment planned to be placed into service as part of this contract.
- Conduct a calibration test of each material spreader to assure that the equipment is set to apply de-icing material in a manner consistent with the standards identified within this document.

- Comply with all applicable local, state and federal regulations. Contractor shall comply with all applicable environmental regulations associated with the storage of chemicals, maintenance of vehicles, maintenance yard, capture of hazardous material spills, etc.

7

Payments

- 7.1 **Annual equipment and retainer fee:** Contractor shall be paid in seven (7) equal monthly installments starting on or before October 1, 2023. This fee shall cover all of the contractor's costs for providing the equipment identified in Section 3.5 (four snowplows and one loader) in a state of readiness to respond to any snow event from October 1, 2023 to April 30, 2024. These costs include the costs of ownership, registration, insurance, maintenance (including snowplow blades) and any other incidental costs.
- 7.2 **Services Provided in Response to Snow Events:** Contractor shall be paid on an hourly basis for snow removal and ice control services. Hours shall be measured by GPS tracking devices from the time snow removal vehicles leave the contractor's yard to the time vehicles return to the yard. Hourly rates shall include operator salaries, benefits and incidental costs for operators; and fuel costs for vehicles as well as cleaning and washing of vehicles. Payments for the hourly work for snow and ice control shall be made monthly after submittal of required documentation.
- 7.3 **Loader Operations:** Contractor shall be paid on an hourly basis for loading granular material into plow trucks; and moving and piling of delivered materials into the CDOT storage facility. Hours shall be measured based on time equipment is actively in use. Hourly rates shall include operator salaries, benefits and incidental costs for operators; and fuel costs for vehicles as well as cleaning and washing of vehicles. Payments for the hourly work for snow and ice control shall be made monthly after submittal of required documentation
- 7.4 **Standby Services:** Contractor shall be paid on an hourly basis for standby services and for any coordination meetings. Hourly rates shall include salaries, benefits and incidental costs for assigned personnel. Payments for the hourly work for standby services shall be made monthly after submittal of required documentation.
- 7.5 **Additional Snow Removal Services:** The Town may request additional snowplow vehicles during heavy snowfall events; or for events which fall outside the October 1 to April 30 retainer window. A heavy snowfall event is defined as an event when snowfall of 6 inches or more in 12 hours or 8 inches or more in 24 hours. Contractor shall be paid on an hourly basis for such snow removal and ice control services. Hours shall be measured by GPS tracking devices from the time snow removal vehicles leave the contractor's yard to the time vehicles return to the yard. For these additional services, hourly rates shall include both equipment

related costs (costs of ownership, registration, insurance, fuel, maintenance and any incidental costs) and operator costs (including salaries, benefits and incidental costs for operators). Additional equipment must be approved by the Public Works and Utilities Director or designee. Payments for the additional hourly work for snow and ice control shall be made monthly after submittal of required documentation.

- 7.6 **Additional Loader Operations:** The Town may request additional loader services for heavy snow events as defined above or for services which fall outside the October 1 to April 30 retainer window. Contractor shall be paid on an hourly basis for these additional loader services. For these additional services, hourly rates shall include both equipment related costs (costs of ownership, registration, insurance, fuel, maintenance and any incidental costs) and operator costs (including salaries, benefits and incidental costs for operators). Additional equipment must be approved by the Public Works and Utilities Director or designee. Payments for the additional loader services shall be made monthly after submittal of required documentation.
- 7.7 **Ice Cutting:** The Town may request that the contractor provide labor and equipment necessary to remove ice buildup in specific locations throughout the Town. Ice cutting may include the application of de-icing material, heat, mechanical equipment or other means; and removal and hauling of ice to approved sites within the Town. Contractor shall be paid on an hourly basis for an appropriately sized and equipped ice cutting crew for these services. Hourly rates shall include operator salaries, benefits and incidental costs for operators; and fuel costs for vehicles as well as cleaning and washing of vehicles. Ice-cutting must be approved by the Public Works and Utilities Director or designee. Payments for ice cutting services shall be made monthly after submittal of required documentation.

EXHIBIT B COMPENSATION

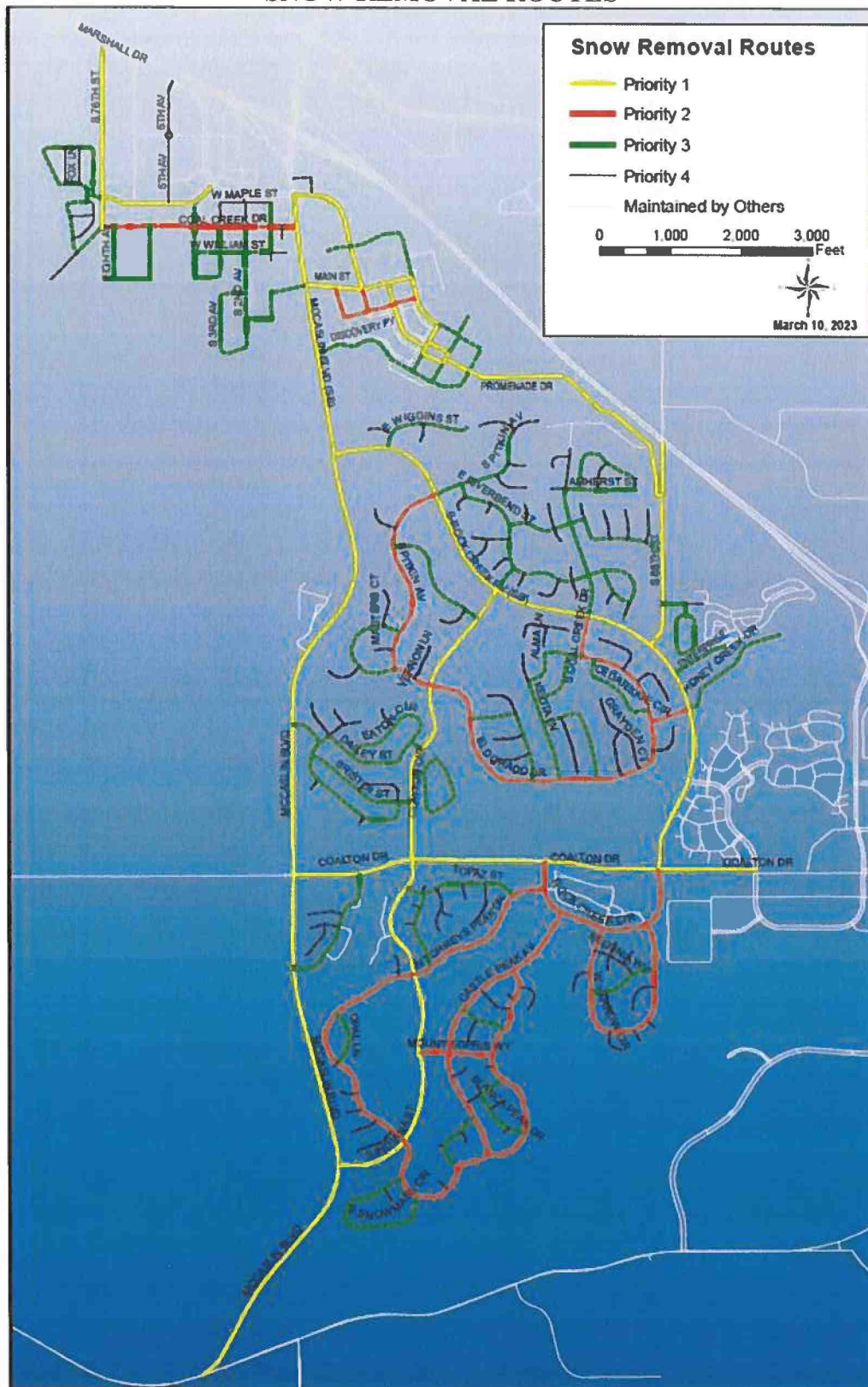
1. Annual Fee. The Annual Fee for all vehicles, equipment, overhead and incidental costs shall be \$245,000 which shall be paid in seven installments of \$35,000.

2. Additional Services. Contractor shall submit monthly invoices to the Town for the following services rendered during the preceding month, in a form and detail reasonably acceptable to the Town:

- Hourly rate including overhead, transportation and ancillary costs for snowplow equipment operators: \$120.
- Hourly rate including overhead, transportation and ancillary costs for loader operators: \$135.
- Hourly rate for additional snowplow vehicles and operators requested by the Town for heavy snow events or for services outside the October 1 to May 1 retainer window: \$325.
- Hourly rate for additional loader services and operators requested by the Town for heavy snow events or for services outside the October 1 to May 1 retainer window: \$250.
- Hourly rate for ice cutting (including two dump trucks, one loader and operators and one supervisor): \$750.00.

3. Invoicing and Payment. Contractor shall include on each invoice an itemized description of the Additional Services performed. In addition, Contractor shall submit complete Storm Reports for each incident during the preceding month. The Town shall pay Contractor the invoice amount within 30 days of receipt, provided that the invoice is presented as described in this subsection. The Town may adjust or reject an invoice if Contractor fails to perform the Services to the Town's reasonable satisfaction or if Contractor's performance of the Services causes loss or damage for which the Town may be liable, and Contractor fails to correct defective work in an expeditious manner. The Town shall give written notice to Contractor of any adjustment to or rejection of an invoice and the reasons therefor. The Town shall pay Contractor when Contractor has satisfactorily addressed or corrected the reasons for the adjustment or rejection of the invoice.

EXHIBIT C SNOW REMOVAL ROUTES





**TOWN OF SUPERIOR
SNOW & ICE REMOVAL
CHANGE ORDER NO. 2025-1**

In accordance with the Agreement for Services between the Town of Superior (hereinafter, the "Town"), and Triton Snow Removal (hereinafter, the "Contractor"), dated June 12, 2023, this Change Order constitutes a Renewal of this contract to provide for an additional 1-year term starting September 1, 2025 and ending August 31, 2026 in accordance with Section II.C; and adjusts the Base Prices of the Agreement as prescribed in Section II.B.3, which describes the method of adjusting annual price increases based on the Consumer Price Index. This adjustment is based on the Consumer Price Index for All Urban Consumers (CPI-U), Denver-Aurora-Lakewood area, since the CPI-U for Denver-Boulder-Greeley is no longer available.

SERVICES. There shall be no change in the Scope of Services as described in the Agreement for Services, date June 12, 2023. Snow Removal Routes have been revised as shown in **Exhibit B** of this Change Order.

COMPENSATION. Compensation for Services (hereinafter the "Services") to be provided by the Contractor for the period September 1, 2025 and ending August 31, 2026 is included in **Exhibit A** of this Change Order and include an 2.2% increase in unit prices from the 2024-25 snow removal season.

TERMS AND CONDITIONS. The terms and conditions of the Agreement for Services referenced above shall apply to this Change Order, except as expressly modified herein.

ACCEPTANCE of the terms of this Change Order is acknowledged by the following signatures of the Authorized Representatives.

By: _____
Mark Lacis
Town of Superior

By: _____
Devin Burns
Triton Snow Removal

Date

Date

EXHIBIT A COMPENSATION

1. Annual Fee. The Annual Fee for all vehicles, equipment, overhead and incidental costs shall be \$256,900 which shall be paid in 7 installments of \$36,700.

2. Additional Services. Contractor shall submit monthly invoices to the Town for the following services rendered during the preceding month, in a form and detail reasonably acceptable to the Town:

- Hourly rate including overhead, transportation and ancillary costs for snowplow equipment operators: \$126.00.
- Hourly rate including overhead, transportation and ancillary costs for loader operators: \$142.00.
- Hourly rate for additional snowplow vehicles and operators requested by the Town for heavy snow events or for services outside the October 1 to April 30 retainer window: \$341.00
- Hourly rate for additional loader services and operators requested by the Town for heavy snow events or for services outside the October 1 to April 30 retainer window: \$262.00.
- Hourly rate for ice cutting (including two dump trucks, one loader and operators and one supervisor): \$786.00.

3. Invoicing and Payment. Contractor shall include on each invoice an itemized description of the Additional Services performed. In addition, Contractor shall submit complete Storm Reports for each incident during the preceding month. The Town shall pay Contractor the invoice amount within 30 days of receipt, provided that the invoice is presented as described in this subsection. The Town may adjust or reject an invoice if Contractor fails to perform the Services to the Town's reasonable satisfaction or if Contractor's performance of the Services causes loss or damage for which the Town may be liable, and Contractor fails to correct defective work in an expeditious manner. The Town shall give written notice to Contractor of any adjustment to or rejection of an invoice and the reasons therefor. The Town shall pay Contractor when Contractor has satisfactorily addressed or corrected the reasons for the adjustment or rejection of the invoice.

4. Fuel Adjustment. If the average retail cost of diesel fuel increases by more than 50% based on the average Town price on the Effective Date, the Parties shall negotiate in good faith to make a *pro rata* adjustment to the compensation set forth in Section 1.

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (the "Agreement") is made and entered into this 12th day of June, 2023 (the "Effective Date"), by and between the Town of Superior, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, CO 80027 (the "Town"), and Triton Snow Removal, an independent contractor with a principal place of business at 8547 E. Arapahoe Road J-340 Greenwood Village, CO 80112 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required services.

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

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials (with the exception of anti-icing and de-icing materials as specified herein) required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. Initial Term. The Initial Term of this Contract shall commence on July 1, 2023, and shall terminate on June 30, 2024, unless renewed as set forth in subsection B below. Contractor shall commence work as set forth in the Scope of Services, and except as may be changed in writing by the Town, the Scope of Services shall be complete and Contractor shall furnish the Town the specified deliverables as provided in the Scope of Services.

B. Bid Schedule. On or before June 1 of each successive year after the Initial Term, Contractor shall deliver to the Town a copy of the price breakdown set forth in the Bid Schedule adjusted as follows (the "Adjusted Bid Schedule"):

1. The prices set forth in the Bid Schedule for the initial year of this Contract shall constitute the Base Prices.

2. Mileage will not be paid as an extra, and must be included in the bidder's bid. No fuel surcharges will be paid as extras. All fuel costs are to be included in the contract costs. In the event the average retail cost of diesel fuel increases by more than fifty percent (50%) based on the average Town of Superior price on the day of contract execution, the parties agree to negotiate in good faith to make a pro rata adjustment to fees paid to the contractor to help mitigate the increased fuel cost only. This provision may be applied in multiple steps and will only be granted if there is more than one year remaining in the contract with the Town of Superior.

3. The Base Prices may be adjusted in an amount not to exceed the percentage change (up or down) of the Consumer Price Index for All Urban Consumers (CPI-U), Denver-Aurora-Lakewood area from the most recent non-seasonally adjusted data available for aforementioned index on the Effective Date to the most recent non-seasonally adjusted data available for the index on April 1 of the year in which the Adjusted Bid Schedule is delivered to the Town.

By way of example only: If the most recent data available for the CPI-U for the Denver—Aurora-Lakewood area shows an index of 213.9 for March 30th of the previous year and if the most recent data available for June 30th of the current year shows an index of 221.5, the increase is 3.6 percent. As such, the amounts on the Adjusted Bid Schedule may be increased by no more than 3.6 percent and delivered to the Town by June 1 of that year.

C. **Renewal Option.** The Town shall have the option to renew this Agreement for an additional 1-year term by providing written notice of renewal to Contractor no later than 30 days after Contractor provides the Town with an Adjusted Bid Schedule each year, for up to 3 additional 1-year terms.

D. **Termination.** This Agreement shall terminate at such time as the work described in the Scope of Services is completed and the requirements of this Agreement are satisfied, or upon the Town's providing Contractor with 60 days advance written notice, whichever occurs first. If the Agreement is terminated by the Town's issuance of written notice of intent to terminate, the Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference.

IV. RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing

contractors in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

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

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

V. OWNERSHIP

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

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

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

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

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

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

VIII. INDEMNIFICATION

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

IX. MISCELLANEOUS

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

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

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

D. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

E. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

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

G. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

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

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

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

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

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

TOWN OF SUPERIOR, COLORADO



[Signature]
Mark Lacin, Mayor

ATTEST:

[Signature]
Lydia Yecke, Town Clerk

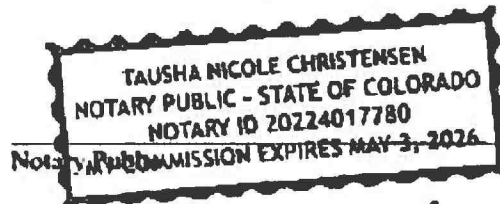
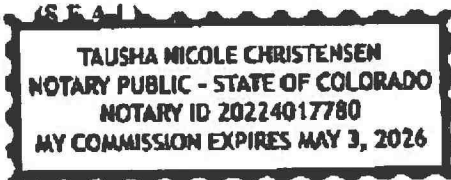
CONTRACTOR

By: [Signature]

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 6
day of June, 2021, by Devin Burns as CEO
of Triton Snow Removal.

My commission expires:



[Signature]

EXHIBIT A SCOPE OF SERVICES

1 Background

Standard snow removal in the Town shall consist of work on approximately 12 centerline miles of Priority Level 1 roadways which are a mix of high volume 2-lane, 4-lane, and 4-lane divided streets all with bike lanes; approximately 7 centerline miles of Priority Level 2 roadways which are 2-lane streets with bike lanes or parking lanes; approximately 7 centerline miles of Priority Level 3 streets that require a single clearing pass; and approximately 8 centerline miles of Priority 4 streets that may require a single pass during major snowstorms. The map included as attachment D – snow removal map, indicates the location of these streets.

2 Scope of Work

Contractor shall perform snow and ice control operations for the streets identified on the attached map per the levels of service listed below. Where any question arises regarding the performance of the listed duties, it shall be the responsibility of Contractor to bring these to the attention of the Town.

Contractor shall be responsible for monitoring weather forecasts and observing road conditions with alerts sent to the Town via e-mail or text message. Contractor shall commence snow or ice control operations when:

- Directly instructed by the Town Manager, Public Works Director or designee, or Boulder County Sheriff's Department; or
- Upon Contractor's own observations and after receiving specific authorization by the Town Manager, Public Works Director, or other designated Town representative; or
- Upon Contractor's own observations and after making two documented unsuccessful attempts to contact Town authorities to commence plowing operations.

The Town must maintain a special environmental awareness and sensitivity in the use of chemicals for snow and ice control. Environmental considerations include controlling runoff, protecting groundwater, protecting vegetation, and minimizing air quality and street safety impacts associated with the use of abrasives. To achieve this goal Contractor shall implement the latest strategies and Best Management Practices. It is the goal of the Town to reduce or eliminate the reliance on sand during snow and ice control operations as it contributes to the amount of small particulate matter in the air.

CDOT Standards for use of liquid de-icers sets a maximum distribution rate of 40 gallons per lane mile. The standard for the application of straight salt or "Ice-Slicer" deicer is a

maximum distribution rate of 100 pounds per lane mile. Salt/sand mix at 30% concentration has a distribution rate of 200 pounds per lane mile to a maximum rate of 400 pounds per lane mile. Contractor shall demonstrate that equipment being provided can meet these rates. These CDOT Standards shall be used as guidelines. Adjustments can be made based on storm and road conditions.

Contractor shall make all efforts to mechanically clear roadways as close to bare pavement to the maximum extent practical prior to the application of any chemicals.

3 **Levels of Service**

Priority Level 1 – Arterial and Major Collector Streets

McCaslin Boulevard, 76th Street, Sycamore Street, Rock Creek Parkway, 88th Street, Coalton Road, Indiana Street, Promenade Drive, Superior Drive, and Main Street.

These roadways shall be the primary focus of Contractor's work during any storm. These roadways may be pretreated prior to storm events and shall be plowed once snow accumulates to a depth of 2 inches or when icy conditions exist. These roadways shall be cleared curb to curb or to the outside of the paved shoulders in the case of McCaslin Blvd. south of Rock Creek Parkway. Priority Level 1 streets shall be plowed by 2 tandem axle plows operating in echelon formation to maximize the width of the street to be cleared while snow is falling and should be plowed curb to curb, including auxiliary lanes within 12 hours after the completion of the snowfall.

Priority Level 2 – Secondary Collector Streets

Torreys Peak Drive, Rock Creek Circle, Coal Creek Drive, Castle Peak Avenue, Huron Peak Avenue, Eldorado Drive, Pitkin Avenue, Mt. Sopris Way, Yarrow Circle, Superior Drive and Old Rail Way

These roadways shall be the secondary focus of Contractor's work during storms. These routes may also be pretreated prior to storm events and shall be plowed once snow accumulates to a depth of 2 inches as time permits. Operations may begin on these streets concurrently with the Priority Level 1 routes. These routes shall be plowed to open the driving lanes in both directions to the extent allowable dependent on parking and snow conditions.

Priority Level 3 – Neighborhood Collector Streets

See map for specific routes.

These routes shall be cleared to provide a single drivable lane once snow accumulates to a depth of 2 inches or more or at the direction of the Town. Spot treatment for ice control shall be applied at intersections or problem areas only.

Priority Level 4 – Residential Streets

See map for specific routes.

These routes shall be plowed for a single pass upon direction of the Town without application of de-icing material.

Ice Cutting – the Town may request that the contractor provide labor and equipment necessary to remove ice buildup in specific locations throughout the Town. Ice cutting may include the application of de-icing material, heat, mechanical equipment or other means; and removal and hauling of ice to approved sites within the Town. Ice cutting must be done in a manner which will prevent damage to public improvements such as curb, gutter and sidewalks. Contractor shall be held responsible for excessive damage public infrastructure.

4 **Materials for Ice Control**

The Town has partnered with CDOT to allow the Town's use of CDOT's facility on Marshall Road/SH 170 for stockpiling of salt/sand, Ice-Slicer, and liquid de-icers. The Town shall purchase all materials directly and arrange for delivery to this facility. **Contractor's duties shall include the moving and piling of delivered materials into the storage facility.** Contractor shall be paid hourly for this work.

5 **Equipment**

The Town shall not provide any equipment, vehicles, or personnel to complete the work on Priority 1 or 2 streets. It shall be the responsibility of Contractor to provide all items necessary for the completion of the snow removal, and surface treatment application of ice control materials.

Contractor shall stage or otherwise have readily available, at a minimum, the following equipment at the Town's storage yard, located at 2125 Honey Creek Lane in Superior (or at a mutually agreed upon location within or near the Town), between the dates of October 1 and April 30:

- 1 truck equipped with a 10' hydraulically adjustable plow and sanding box with a 4 CY minimum capacity.
- 3 tandem rear axle dump trucks, each equipped with a 12' minimum, hydraulically adjustable plow and combination sanding box with a 4 CY minimum capacity and a liquid deicer distributor of 1000 gallon minimum capacity.

Contractor shall stage at the CDOT facility located on Marshall Road in Superior between the dates of October 1 and April 30 for the duration of the Agreement:

- 1 rubber tire front end loader with a minimum 1½ CY bucket capable of loading the granular material into the plow trucks; and moving and piling of delivered materials into the CDOT storage facility

All equipment shall:

1. Comply with all CDOT regulations and state vehicle registration laws and regulations;
2. Be clean and in good working order;
3. Be equipped with adequate and operable safety beacons and backup alarms; and
4. Undergo a safety inspection before and after being utilized on a shift.

Snowplow trucks shall be equipped with GPS trackers. The contractor should note in their qualifications if their trucks are equipped with GPS trackers which Town staff can have access to. If trucks are not equipped with GPS trackers, the Town may provide GPS trackers for use by the contractor and the Town. Upon request by the Town, GPS data collection shall include information on plow up or down, material application and any other information requested by the Town. All distribution equipment including distributors, hydraulic systems, and controls shall be less than 10 years old. All equipment for the distribution of granular or liquid ice control materials shall include controls to vary the application rates. Electronically controlled distribution equipment shall be calibrated at the beginning of the season. Distributors without electronic controls shall be calibrated at least bi-monthly. Drivers shall be familiar with the use of these controls and be able adjust the amount of material being spread during operation.

Contractor shall maintain all equipment in a state of constant readiness at contractor's expense. Any equipment failure resulting in reduced service levels shall be reported to the Town immediately. Contractor shall make sufficient plans to provide substitute equipment, at contractor's expense, within 24 hours of determining that one or more pieces of equipment are not able to operate in a safe manner for the purposes of this contract in full compliance with federal, state and local laws and regulations.

6 **Annual Requirements**

On or before October 1 of each year, Contractor shall:

- Provide documentation of legal ownership, registration and any applicable inspections performed on any piece of equipment planned to be placed into service as part of this contract.
- Conduct a calibration test of each material spreader to assure that the equipment is set to apply de-icing material in a manner consistent with the standards identified within this document.

- Comply with all applicable local, state and federal regulations. Contractor shall comply with all applicable environmental regulations associated with the storage of chemicals, maintenance of vehicles, maintenance yard, capture of hazardous material spills, etc.

7

Payments

- 7.1 **Annual equipment and retainer fee:** Contractor shall be paid in seven (7) equal monthly installments starting on or before October 1, 2023. This fee shall cover all of the contractor's costs for providing the equipment identified in Section 3.5 (four snowplows and one loader) in a state of readiness to respond to any snow event from October 1, 2023 to April 30, 2024. These costs include the costs of ownership, registration, insurance, maintenance (including snowplow blades) and any other incidental costs.
- 7.2 **Services Provided in Response to Snow Events:** Contractor shall be paid on an hourly basis for snow removal and ice control services. Hours shall be measured by GPS tracking devices from the time snow removal vehicles leave the contractor's yard to the time vehicles return to the yard. Hourly rates shall include operator salaries, benefits and incidental costs for operators; and fuel costs for vehicles as well as cleaning and washing of vehicles. Payments for the hourly work for snow and ice control shall be made monthly after submittal of required documentation.
- 7.3 **Loader Operations:** Contractor shall be paid on an hourly basis for loading granular material into plow trucks; and moving and piling of delivered materials into the CDOT storage facility. Hours shall be measured based on time equipment is actively in use. Hourly rates shall include operator salaries, benefits and incidental costs for operators; and fuel costs for vehicles as well as cleaning and washing of vehicles. Payments for the hourly work for snow and ice control shall be made monthly after submittal of required documentation
- 7.4 **Standby Services:** Contractor shall be paid on an hourly basis for standby services and for any coordination meetings. Hourly rates shall include salaries, benefits and incidental costs for assigned personnel. Payments for the hourly work for standby services shall be made monthly after submittal of required documentation.
- 7.5 **Additional Snow Removal Services:** The Town may request additional snowplow vehicles during heavy snowfall events; or for events which fall outside the October 1 to April 30 retainer window. A heavy snowfall event is defined as an event when snowfall of 6 inches or more in 12 hours or 8 inches or more in 24 hours. Contractor shall be paid on an hourly basis for such snow removal and ice control services. Hours shall be measured by GPS tracking devices from the time snow removal vehicles leave the contractor's yard to the time vehicles return to the yard. For these additional services, hourly rates shall include both equipment

related costs (costs of ownership, registration, insurance, fuel, maintenance and any incidental costs) and operator costs (including salaries, benefits and incidental costs for operators). Additional equipment must be approved by the Public Works and Utilities Director or designee. Payments for the additional hourly work for snow and ice control shall be made monthly after submittal of required documentation.

- 7.6 **Additional Loader Operations:** The Town may request additional loader services for heavy snow events as defined above or for services which fall outside the October 1 to April 30 retainer window. Contractor shall be paid on an hourly basis for these additional loader services. For these additional services, hourly rates shall include both equipment related costs (costs of ownership, registration, insurance, fuel, maintenance and any incidental costs) and operator costs (including salaries, benefits and incidental costs for operators). Additional equipment must be approved by the Public Works and Utilities Director or designee. Payments for the additional loader services shall be made monthly after submittal of required documentation.
- 7.7 **Ice Cutting:** The Town may request that the contractor provide labor and equipment necessary to remove ice buildup in specific locations throughout the Town. Ice cutting may include the application of de-icing material, heat, mechanical equipment or other means; and removal and hauling of ice to approved sites within the Town. Contractor shall be paid on an hourly basis for an appropriately sized and equipped ice cutting crew for these services. Hourly rates shall include operator salaries, benefits and incidental costs for operators; and fuel costs for vehicles as well as cleaning and washing of vehicles. Ice-cutting must be approved by the Public Works and Utilities Director or designee. Payments for ice cutting services shall be made monthly after submittal of required documentation.

EXHIBIT B COMPENSATION

1. Annual Fee. The Annual Fee for all vehicles, equipment, overhead and incidental costs shall be \$245,000 which shall be paid in seven installments of \$35,000.

2. Additional Services. Contractor shall submit monthly invoices to the Town for the following services rendered during the preceding month, in a form and detail reasonably acceptable to the Town:

- Hourly rate including overhead, transportation and ancillary costs for snowplow equipment operators: \$120.
- Hourly rate including overhead, transportation and ancillary costs for loader operators: \$135.
- Hourly rate for additional snowplow vehicles and operators requested by the Town for heavy snow events or for services outside the October 1 to May 1 retainer window: \$325.
- Hourly rate for additional loader services and operators requested by the Town for heavy snow events or for services outside the October 1 to May 1 retainer window: \$250.
- Hourly rate for ice cutting (including two dump trucks, one loader and operators and one supervisor): \$750.00.

3. Invoicing and Payment. Contractor shall include on each invoice an itemized description of the Additional Services performed. In addition, Contractor shall submit complete Storm Reports for each incident during the preceding month. The Town shall pay Contractor the invoice amount within 30 days of receipt, provided that the invoice is presented as described in this subsection. The Town may adjust or reject an invoice if Contractor fails to perform the Services to the Town's reasonable satisfaction or if Contractor's performance of the Services causes loss or damage for which the Town may be liable, and Contractor fails to correct defective work in an expeditious manner. The Town shall give written notice to Contractor of any adjustment to or rejection of an invoice and the reasons therefor. The Town shall pay Contractor when Contractor has satisfactorily addressed or corrected the reasons for the adjustment or rejection of the invoice.

Snow Removal Routes

- Priority 1
- Priority 2
- Priority 3
- Priority 4
- Maintained by Others

0 1,000 2,000 3,000 Feet

March 10, 2023



Item Number 7g

Information for Meeting of the Superior Town Council

Agenda Item Name: Second Quarter 2025 Financial Report

Meeting Date: August 25, 2025

Presented by: Matt Magley, Town Manager
Jeff Stone, Finance Director

Presented for: Discussion

BACKGROUND

Quarterly the Town Council receives a summary report reviewing the financial condition of Superior. Attached is the Preliminary Q2 2025 report for the Council's review and comment and the June 2025 income statement.

ATTACHMENTS

- 2nd Quarter 2025 Financial Report
- June 2025 Income Statement



QUARTERLY FINANCIAL REPORT

2nd QUARTER 2025

2nd QUARTER 2025 HIGHLIGHTS

Executive Summary:

Sales tax revenues are up 12.4% through May (compared to 2024). However, 9.1% of the increase is the result of the new 0.315% 2025 Capital Improvement Program (CIP) sales and use tax. If that new tax is removed the sales tax is up 3.3%. The new sales and use tax will be allocated into two new funds. One fund for the new Capital projects fund and one fund for the new debt service fund to repay the bonds that were issued in June.

The new CIP Fund revenue will be used for the debt payments on the bonds. The bond proceeds from the debt issue, issued this year, will allow the Town to accelerate capital projects including street projects, pool renovations and other projects.

Other Town revenues and expenses are generally at budgeted projections.

General Overview:

June 2025 summary of Town finances:

- *Revenues*
 - General Fund (GF) revenues up 1.5% from 2024 (slightly above 2025 budgeted levels). Increase in property tax revenue, fines and forfeitures, and miscellaneous make up a majority of the revenue increase. Use tax and licenses and permits are down in 2025 when compared to 2024.
 - Total Water Fund revenues down 21.8% from 2024 (at 2025 budgeted levels). The decrease comes from a decrease in system development fees paid in 2025 for Downtown Superior and other development. Water usage is 10.4% higher in 2025. Revenues in line with budget.

Other 2025 revenues are in-line with budgets.

- *Expenses*
 - GF up 0.4% from 2024. Higher Legislative, Clerk, Administration and Parks & Recreation higher in 2025. Board Special funds paid earlier in 2025 make up that increase. Clerk is higher with a change in the allocation of payroll costs for the Court Clerk. Administration is higher from new position in 2025, increase in chamber support, public web page costs paid earlier in 2025. Legal, Judicial expenses and Fire building rebates are lower in 2025.
 - Water down 22.1% from 2024. The result of lower repair and maintenance (potable lines) costs and fewer capital project expenses in 2025.

Other 2025 expenses are in-line with expectations.

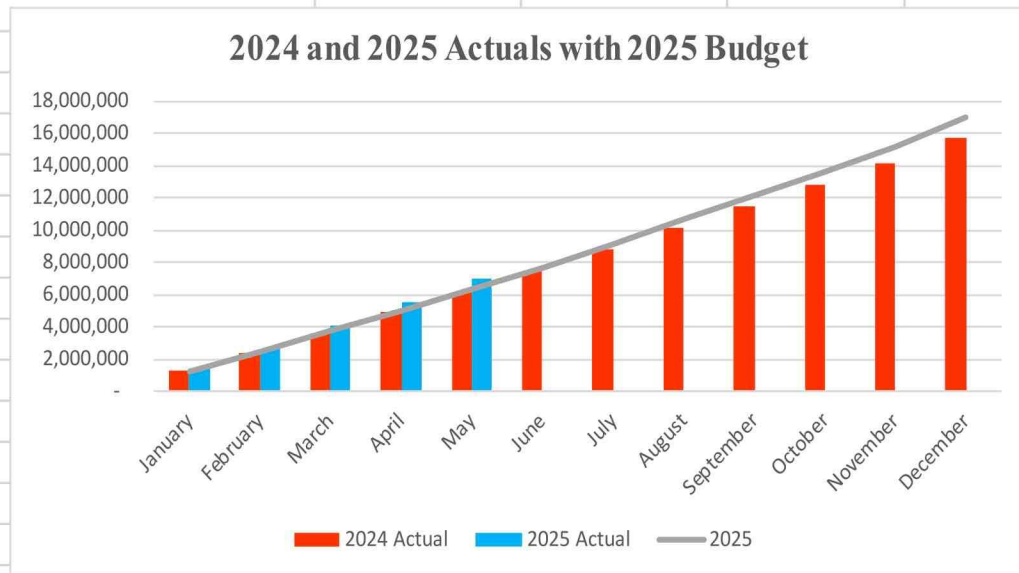
GENERAL GOVERNMENT

General Operations:

- **Revenue.** General Fund revenues are at budget expectations. The following graphs summarize Superior's sales and use tax receipts as well as total General Fund revenues:



Sales Tax Revenues - Through May 2025



2025 YTD Change in Sales Tax Revenues

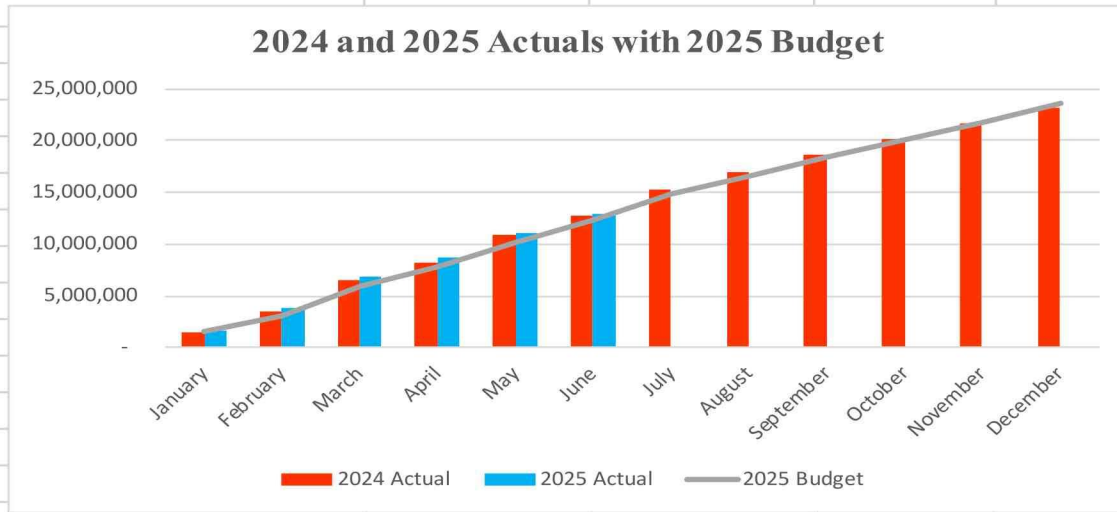
(2025 budgeted increase at 2% from 2024)

(There will be an additional 9.1% budget increase with the new 0.315% CIP Sales tax added in 2025)

	2024	2025	Variance	
January	1,259,047	1,387,217	\$ 128,170	10.18%
February	2,357,397	2,631,559	274,162	11.63%
March	3,624,745	4,084,943	460,198	12.70%
April	4,903,946	5,494,164	590,218	12.04%
May	6,203,995	6,973,813	769,818	12.41%
June	7,512,483		(7,512,483)	-100.00%
July	8,791,539		(8,791,539)	-100.00%
August	10,171,027		(10,171,027)	-100.00%
September	11,469,105		(11,469,105)	-100.00%
October	12,799,309		(12,799,309)	-100.00%
November	14,185,063		(14,185,063)	-100.00%
December	15,759,257		(15,759,257)	-100.00%



General Fund Revenues - Through June 2025



2025 YTD Change in General Fund Revenues

	2024	2025	Variance	
Sales & Use Tax	\$ 7,222,918	\$ 7,105,586	\$ (117,332)	-1.6%
Property Tax	2,932,472	3,062,274	129,802	4.4%
Other Tax	435,968	470,534	34,566	7.9%
Licenses and Permits	811,166	789,984	(21,182)	-2.6%
Charges for Services	908,778	854,246	(54,531)	-6.0%
Fines and Forfeitures	60,894	117,141	56,248	92.4%
Miscellaneous	318,864	484,960	166,096	52.1%
Total Revenues	\$ 12,691,060	\$ 12,884,726	\$ 193,666	1.5%

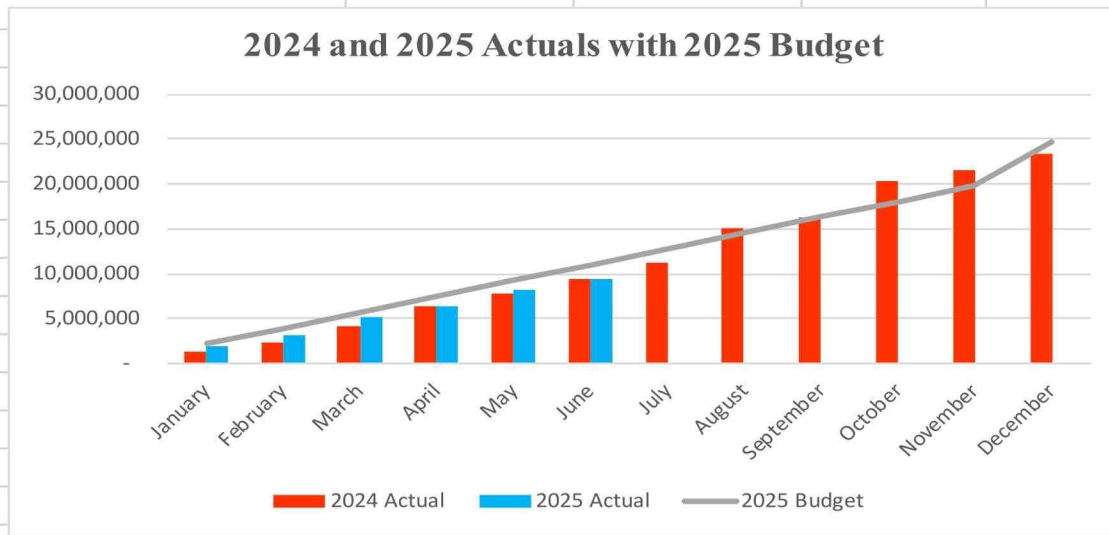
Notes:

- Vehicles and building use tax down in 2025 when compared to 2024. Fewer vehicles registered and less building activity. Sales Tax up to offset decrease in use tax.
- Property tax collections and budget in 2025 are in line.
- Permit and Plan Check revenues up in 2025 as changed is process as pay for permit and plan check during review and then building use once approved so permit and plan check up while building use tax down when compared to 2024.
- Court Fines up from 2024. More traffic tickets paid in 2025 from Dec 2024 violations from extra patrols. Patrols also up in 1st quarter of 2025.
- Miscellaneous up with Boulder County RMMA invoice reimbursements and RC Superior payment for project management for water line project.

- **Expenditures.** General Fund expenses are at expectations.



General Fund Expenses - Through June 2025



2025 YTD Change in General Fund Expenses

	2024	2025	Variance	
Legislative	\$ 87,367	\$ 99,391	\$ 12,024	13.8%
Judicial	68,542	63,395	(5,148)	-7.5%
Clerk	91,642	105,746	14,104	15.4%
Administration	1,168,590	1,328,760	160,170	13.7%
Finance	320,036	323,461	3,425	1.1%
Communications	327,271	332,411	5,140	1.6%
Legal Services	494,687	293,990	(200,697)	-40.6%
Public Safety	1,428,485	1,432,649	4,164	0.3%
Building Inspections	599,707	596,728	(2,979)	-0.5%
Parks & Recreation	1,635,617	1,870,358	234,741	14.4%
Public Works	1,393,763	1,450,293	56,530	4.1%
Non-Departmental	1,208,791	1,017,406	(191,385)	-15.8%
Fire - Building Rebates	105,123	34,424	(70,699)	-67.3%
Library	436,673	452,048	15,376	3.5%
Total Expenses	\$ 9,366,295	\$ 9,401,060	\$ 34,765	0.4%

Notes:				
- Legislative: Board Special funds paid earlier in 2025 than in 2024.				
- Judicial: Lower personnel costs with position vacant for a few weeks in 2025 and new allocation for Court Clerk cost as additional percentatge moved to Town Clerk.				
- Administration: Salaries and payroll costs higher in 2025, increase in chamber support, public web page costs paid earlier in 2025 than in 2024				
- Legal Services: Lower expenses in 2025 from lower airport attorney costs				
- Public Safety: Contract costs higher in 2025 with higher costs for deputies and Co-responder.				
- Parks & Recreation: Payroll benefit costs higher with employee elections, parks & median maintenance higher in 2025.				
- Public Works: Lower street light expenses in 2025 make up most of the decrease.				
- Non Departmental: No FEMA parks expenses in 2025, new DTS parking and common area costs, Marshall Fire rebates lower in 2025.				

Government Capital:

- CIP Revenue. At expectations. Revenue is generated from an on-going 0.3% dedicated sales and use tax, plus transfers from the General Fund and Marshall Fire Recovery Fund.
- **Capital Improvement Program:**

GOVERNMENTAL CIP 2025					
Project	Additional Description	Budget	Cost	Final Cost (If Project In Multiple Years)	Status
Fence Maintenance	Yearly contract for fence maintenance throughout Town	50,000			\$5,836 spent on Town-owned fence repair, will spend all
Irrigation Upgrades	Combine irrigation clocks and flow-sensing abilities to increase efficiencies in irrigation systems throughout Town	65,000			\$166 spent, will spend all
Tree, Plant and Shrub Enhancement	Preserve, upgrade, maintain and replace plant materials.	230,000			\$91,582 expended, will spend all through tree-replacement
Vehicles	Replace Admin Jeep and 1 ATV	60,000			\$0 expended, will spend all on replacements
Community Center Building Impr.	Upgrade electrical panel for sustainability upgrades	50,000			\$6,848 spent on book lockers, will spend all on electric panel upgrade and reception desk project
Public Works/Parks Maintenance Operation Building	Start construction for combined Public Works and Parks maintenance building near WWTP	625,000			Plans submitted for building permit. Construction anticipated to start in September.

Capital Building Maintenance	On-going project to maintain aging parks buildings and restrooms	15,000			\$0 expended, will spend all
Playground Improvements	Projects directed by Town Council and Committee	100,000			\$0 expended, will spend all
Shade Structures and Tree Additions	Addition of shade structures and trees for existing playgrounds in parks.	100,000			\$0 expended, will spend all
Xeriscaping Projects	Ongoing enhancements throughout Town	75,000			\$90,338 spent on RCP median,
Park Improvements - Shrub Bed	Multi-year project to replace the original evergreen shrubs installed at the inception of Rock Creek Ranch	75,000			\$4,775 expended, will spend all
STC Parcel 1 & 2 Park (Superior Commons)	Install shade structure over stage. (Carryover Project from 2024) 2024 budget \$50,000				50% down payment of \$58,408 spent in 2024, will spend \$120K in total based on re-design. Project still in progress
Dog Park Renovations	Ongoing irrigation improvements, soil and sod amendments at Autrey Dog Park	25,000			Will spend all due to water repair at Autrey
Park Improvements - Other	General improvements throughout Town	75,000			Complete waiting on final invoices
Park Furniture Replacement	Multi-year project to replace the original, decaying wood park furniture.	30,000			\$2,532 expended, will spend all
Historic Projects	Phase 2 Miner's Memorial	35,000			\$857 expended, will spend all on Miners Memorial mold for bronze
Cultural Arts and Events	Projects developed via the Creative Placemaking Master Plan	70,000			\$2,972 spent, expect to spend \$65K
Traffic Signal System Upgrades	Software and traffic detection upgrades at RCP/Indiana and Coalton/Indiana intersections	60,000			Some upgrades are complete with the remainder to be completed in Q3.
Vehicles	Replacement of pick-up truck, new combo asphalt roller, and additional Dually trailer	75,000			Ordering equipment and obtaining quotes
Public Works/Parks Maintenance Operation Building	Start construction for combined Public Works and Parks maintenance building near WWTP	625,000			Plans submitted for building permit. Construction anticipated to start in September.
Street Replacement Program	Design, maintenance and construction of Superior's roadways. 2025 project includes improvements to Sagamore streets, Rock Creek Parkway (McCaslin Intersection to Ped Bridge, Coalton Rd (east of Rock Creek Parkway), Downtown Superior upgrades for RTD	2,650,000			RCP/McCaslin intersection under construction with completion in July. Sagamore paving under construction and to be completed in July. Coalton Road construction to start in Q3. DTS RTD upgrades complete.

Rock Creek Parkway Underpass	Rehab of the RCP pedestrian underpass east of McCaslin Blvd. (CDOT grant funded 67%)	1,050,000			Construction underway and to be completed in Q3 2025.
Street Sealing (Slurry Seals)	Slurry seal to extend life of asphalt. Will review needs in Rock Creek	200,000			Reclamite roadway treatment to be awarded in Q3.
Traffic Calming	Install traffic calming measures as recommended by the Traffic and Safety Committee	25,000			Monitoring traffic calming needs.
Sustainability Enhancements	Allocation for this project is intended to provide funding for grant matches to pursue sustainability enhancements	50,000			TBD
Enhanced Town Facility Communications	Multi-year project, adding cameras throughout the community for enhanced safety and security	20,000			Planning
Server Replacement	Servers typically on a five-year replacement schedule. 2025 projects traffic server and new GIS server	50,000			Added GIS to current server to limit spending; planning to upgrade traffic server still
Town Hall Council Chambers A/V and Equipment Improvements	On-going improvements of audio-visual equipment.	20,000			In progress: Listening Technology Devices purchased; replace digital recorder
Building Capital Maintenance	On-going project to maintain aging Town buildings	30,000			In Progress: Replaced insulation in Bungalow; still plan to replace windows at Town Hall
Downtown Superior Civic Space	Complete construction, furniture, fixtures and equipment for Downtown Superior office space provided by the master developer (Carryover project with 2024 total budget \$1.4M)	600,000			In progress, overspent, expect to spend additional \$30K on appliances. Estimate to spend \$1.6M in total
Comprehensive Plan Update	Update to Town's Comprehensive Plan and Transportation Plan (Total budget with 2024 \$300,000 50% grant funded)	225,000			In progress

- **Conservation Trust:** Revenues at expectations.

CTF 2025					
Project	Additional Description	Budget	Cost	Final Cost (If Project In Multiple Years)	Status
Pool Repairs and Improvements	Replaster North Pool	250,000			\$39,954 spent, expect to spend all
Tree, Plant and Shrub Enhancement	Preserve, upgrade, maintain and replace plant materials.	80,000			\$56,191 spent, will spend all

Class 1 Landscape:

- Revenue. At expectations. Revenue is generated from a monthly residential landscape fee, which increased 4% in 2025 (\$36.83 for single family detached home, \$30.70 for condominium/duplex, \$24.55 for apartment).
- Operating Expenditures. At budget expectations.

Open Space:

- Revenue. At expectations. Revenue is generated from an on-going 0.3% dedicated open space sales and use tax approved by Town voters in 2001.
- Operating Expenditures. At budget expectations.
- Capital Expenditures:

OPEN SPACE 2025					
Project	Additional Description	Budget	Cost	Final Cost (If Project In Multiple Years)	Status
Parking Lot Improvements	Oerman-Roche Trailhead parking lot improvements	20,000			\$0 spent, will spend all
Master Plan Implementation	Various Open Space improvements per the Master Plan to include: trail and habitat improvements, interpretive signage, etc.	50,000			\$12,355 spent, will spend all
Open Space Fuel Mitigation	Mitigation of vegetation, funded by HMGP Grant. (Will need a budget amendment as grant was awarded after budget approval)				\$106,050 spent on cool-weather grazing supported by BOCO SFMG (50%match). Will spend an additional \$110,000 this summer supported by FEMA HMGP (17.4% match)

Open Space Debt Service:

Debt was issued in 2006 for open space purchases. The Town took advantage of our one opportunity to refund this debt, which resulted in materially lower annual debt service payments (from roughly \$525k to \$395k) beginning partially in 2016 and then fully in 2017. The original debt issued and refunded will be paid off in 2025. Additional debt was issued in 2020 for the Coyote Ridge land purchase. Debt service is supported by an on-going 0.3% dedicated sales and use tax approved by Town voters in 2001. Debt service payments are scheduled through 2040.

Trash and Recycling:

- Revenue. Budget amendment will be needed. Revenue is generated from a monthly trash and recycling fee for residential accounts in Original Town, Sagamore, Coal Creek Crossing, Rogers Farm, Calmante I/II, The Ridge, Lanterns, Downtown Superior and Superior (Autrey) Shores. The Town began this service in 2008. The Town bills customers for this service. During 2025, this fee changed to a pay as you throw model based on the size of the customers trash bin. 35 Gallon (\$19.14/month), 65 Gallon (\$30.58/month), 95 Gallon (\$42.02/month)
- Expenditures. Budget amendment will be needed. The exclusive expense for this operation is the billing from our trash and recycling provider, Republic Service.

Marshall Fire Recovery Efforts:

- Revenue. At expectations. Revenue is generated from an on-going 0.16% dedicated sales and use tax approved by Town voters in 2022. This tax will expire in 10 years (12/31/32).
- Operating Expenditures. Revenues will be transferred to the CIP fund to support recovery projects.

SUPERIOR URBAN RENEWAL AUTHORITY – DOWNTOWN SUPERIOR

All property tax increment revenues from Downtown Superior are collected in this fund. SURA property tax increment revenues include all property tax revenue increases over the base year (2013). The incremental property tax revenues will be used to pay for a portion of public improvements inside Downtown Superior built by Metropolitan Districts and the developer. A portion of these revenues attributable to a mill levy imposed by Mountain View Fire Rescue (10 mills) and any increases in the mill levy imposed by any of the Town of Superior, Louisville Fire, Boulder County or the Boulder Valley School District (BVSD) above the base year 2013 mill levy will be returned to these governmental entities. In 2025,

Mountain View Fire will receive \$249,000, Louisville Fire \$59,000, BVSD \$99,000, and the Town of Superior \$165,000.

- Revenue. Higher than budget expectations with final valuations coming in higher than estimates.
- Expenditures. Higher than budget expectations. This is a clearing fund. All revenues essentially exit as expenses.

SUPERIOR/MCCASLIN INTERCHANGE METROPOLITAN DISTRICT

Following a November 2000 vote, this District was created with taxing authority, bonding capacity and a financial framework to fund improvements to the McCaslin Boulevard/U.S. 36 interchange and surrounding area. The District consists of mostly of commercial, retail and office property southwest of the interchange, the Discovery office park and some areas within Downtown Superior. Property tax revenues from these developments are used for improvements and the maintenance thereof.

- Revenue. Above expectations. Slightly higher property tax revenues.
- Operating Expenditures. At budget expectations.
- Capital Expenditures: At expectations.

SMID 2025					
Project	Additional Description	Budget	Cost	Final Cost (If Project In Multiple Years)	Status
Street Rehabilitation	Mill and Overlay Sycamore Street and 76th Street	900,000			Construction underway and to be completed in July.
Marshall/McCaslin Bike-Ped and Signal Improvements	Add bike lanes, enhanced pedestrian facilities, right-turn lane and replace traffic signal pole (Pursuing 50% grant funding)	1,000,000			Grant awarded and design RFQ under review by EDA.

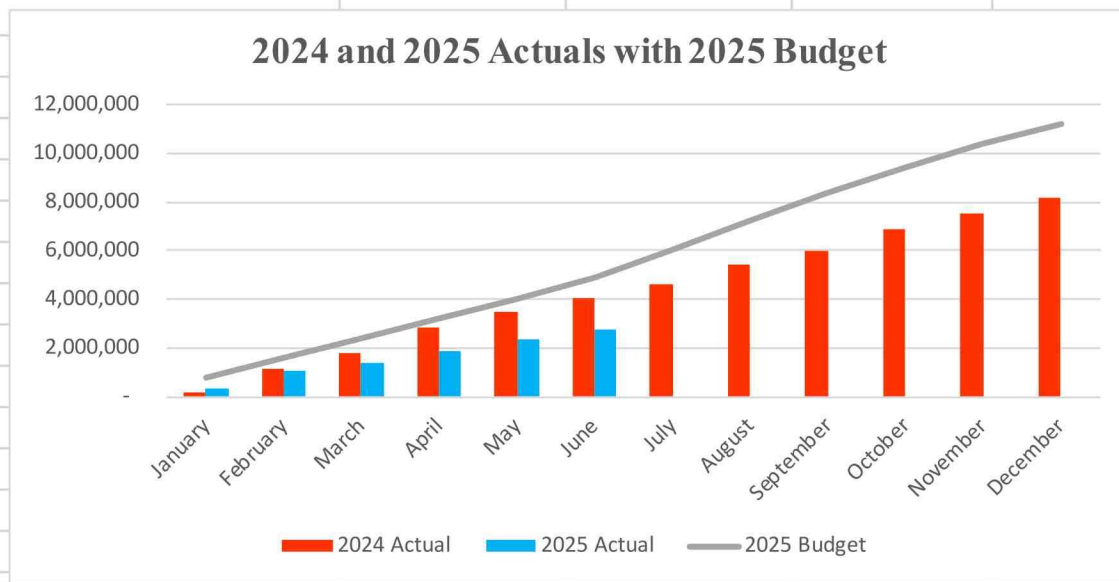
UTILITIES

Utility Operations:

- **Revenue.** Monthly utility service fee revenues are at expectations. 2025 utility service charge/fee increases include water operation at 7.5%, and sewer operation at 7.5%.



Water Revenues - Through June 2025

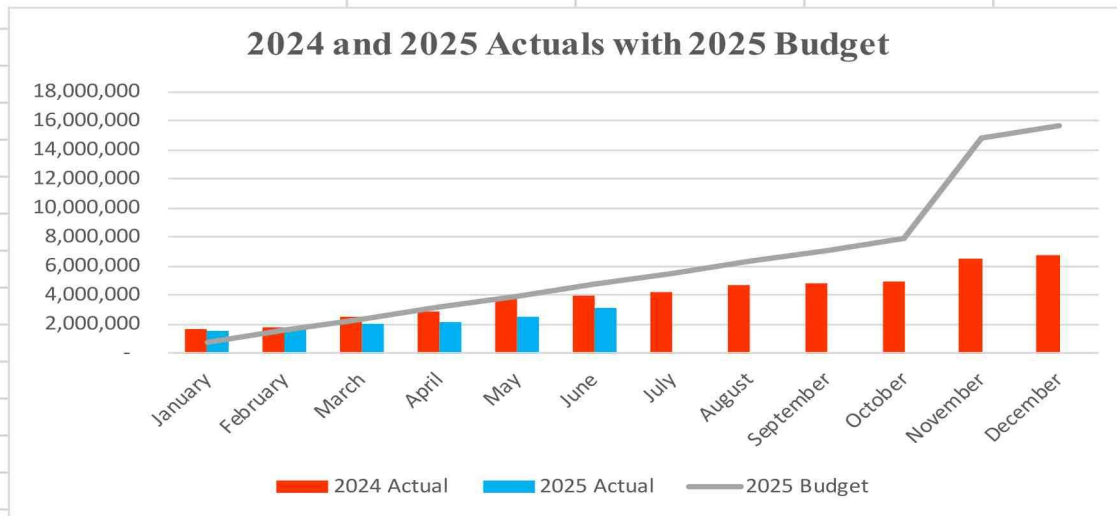


2025 YTD Change in Water Revenues				
	2024	2025	Variance	
Charges for Services	\$ 1,210,313	\$ 1,335,772	\$ 125,459	10.4%
Miscellaneous Revenue (primarily Tap/System Development Fees)	2,871,395	1,453,519	(1,417,876)	-49.4%
Total Revenues	\$ 4,081,708	\$ 2,789,291	\$ (1,292,417)	-31.7%
Notes:				
Water charges for services up when compared to 2024. Fewer one-time system connection fees received in 2025 when compared to 2024.				

- **Expenses.** Divisional operating expenses are within budgets.



Water Expenses - Through June 2025



2025 YTD Change in Water Expenses

	2024	2025	Variance	
Administration	\$ 22,084	\$ 26,934	\$ 4,850	22.0%
Water Supply	717,993	573,839	(144,155)	-20.1%
Water Treatment	204,007	181,411	(22,596)	-11.1%
Water Storage/Distribution	229,270	143,508	(85,762)	-37.4%
Non-Departmental	381,470	389,234	7,764	2.0%
Capital Projects	2,422,773	1,783,101	(639,672)	-26.4%
Total Expenses	\$ 3,977,597	\$ 3,098,026	\$ (879,571)	-22.1%

Notes:

- Administration: Printing costs higher and paid earlier in the year in 2025
- Water Supply: Windy Gap Carriage and Power expense lower in 2025.
- Water Treatment: Slower operator invoices in 2025 all expenses still in line with budget.
- Water Storage & Distribution: Potable lines repairs and maintenance lower in 2025
- Non Departmental: Insurance expense higher in 2025.
- Capital Projects: Fewer projects to date in 2025. Windy Gap Firing Project payment (\$1,430,840) is lower by \$186k when compared to 2024.

Beginning in 2016, SMD1's annual debt service expenses decreased dramatically. The Town took advantage of our one opportunity to refund this debt (originally issued to build Superior's Water and Wastewater Treatment plants, Storm Drainage capital infrastructure and to purchase water rights) in 2016, which resulted in materially lower annual debt service payments (from roughly \$2.3m - \$2.6m to \$1.74m). This debt will be paid in full in 2025. These annual savings (\$530k - \$895k) have helped SMD1 to become financially self-sufficient (which means eliminating the transfer of monies from Superior's General Fund to support SMD1).

In 2020, SMD1's sewer operation entered into a \$6.82 million loan for wastewater treatment plant improvements. The loan term is through 2049.

Utility Capital:

- **Water:**

WATER CIP 2025					
Project	Additional Description	Budget	Cost	Final Cost (If Project In Multiple Years)	Status
Repair & Maint Treatment Plant - Filter Media Replacement	Cleaning of filter media in finished potable water filters (10-year replacement schedule)	40,000	22,601		Completed
Granular Activated Carbon (GAC) System	Replace Granulated Carbon in two tanks	154,500			2024 Testing revealed cleaning media provided 60% removal rate which is good for current WQ standards and no need to replace media this year. Keeping project open for media adjustments should we require IEX for uranium removal or addition cleaning.
WTP Clarifloculator Rebuild	Rebuild and replace all mechanical equipment internal to West WTP Clarifloculator	260,000			Planning; RFB in process
Reuse System Upgrades	Connect Terminal Reservoir directly to the irrigation system	150,000			Planning
Smart Meters	Replace all water meters in town with smart meters. 50% grant funded project if awarded	2,250,000			Grant application not awarded in 1st round. Grant resubmitted in 2024 for possible award in 2025.

Water Main Transmission Line	New, upsized transmission water main to serve Original Town. The project will boost pressure and provide redundancy for overall Town supply	250,000			Construction underway and to be completed in Q2.
Water Pump Station Upgrades	Purchase four filtrate pumps, needed with the addition of the GAC and UV systems. 2025 pump replacement	300,000			Planning -we may need to increase motor size for Ion Exchange media
WTP Building Maintenance	Replacing doors at Water Treatment Plant	60,000			Planning
WTP Sludge Drying Beds	State to require water treatment plants to provide a solids handling facility as a means of dewatering sludge before sending to landfills. 2025 work includes finishing construction of liner and sludge pumping station	230,000			Project documents in review with the EPA
Potable & Irrigation Valve Installation	Multi-year project started in 2017 to install isolation valves, blow offs and/or hydrants for the reuse mainlines. Currently there is no way to repair some mains without shutting down entire areas of the system	70,000			Valves to be installed as needed in 2025.
Fire Hydrant Replacement	On-going project to replace old and damage hydrants	25,000			Hydrants to be replaced as needed in 2025.
Vehicles	Replacement of pick-up truck, new combo asphalt roller, and additional Dually trailer	37,500			Ordering equipment and obtaining quotes
Public Works/Parks Maintenance Operation Building	Start construction for combined Public Works and Parks maintenance building near WWTP	1,250,000			Plans submitted for building permit. Construction anticipated to start in September.
Windy Gap Firming	Continued participation in firming project - initial construction, other costs	1,460,000			We continue attending WGP firming financial and operations meetings

- **Sewer:**

SEWER CIP 2025					
Project	Additional Description	Budget	Cost	Final Cost (If Project In Multiple Years)	Status
Town wide Collection System Video Assessment	Video assessment of the existing sewer collection system to identify conditions of mainline pipe and service connections. This six-year cycle began in 2023	40,000			Obtaining quotes to complete CCTV.
WWTP Discharge Repair	Repair the swale and discharge piping.	80,000			Planning
Sludge Dewatering	Replace 25-year-old failing centrifuge unit with a dewatering sludge press system. '25 complete construction (carryover project from 2024) 2024 budget \$750,000				Construction complete and system is operational and being used - Final Pay Apps not yet received. Consultants completing final CDPHE certification forms and inspections.
WWTP Miscellaneous Improvements	Provide a reserve for yet to be identified capital improvements at the wastewater treatment plant.	50,000			Funds to be used as project needs arise.
WWTP Building Upgrades	Replace doors, windows and roof at WWTP	80,000			Doors are complete. May have to replace some unsafe stairs to the basement of the AWT bldg.
WWTP Biological Nutrient Removal	Federally mandated project for aeration basins improvements and blower replacements/upgrades.	2,800,000			Construction ongoing - final completion to be early fall.
WWTP Process Pumps	Replace both Waste Activated Sludge (WAS) pumps (carryover project from 2024) 2024 budget \$100,000				COMPLETE - final invoices being approved
Sanitary Sewer Manhole & Line Rehabilitation	Multi-year project to rehabilitate manholes and sagging pipelines, which allows for significant ground water infiltration. This increased flow puts a strain on the wastewater plant.	75,000			Manhole lining and sewer repairs to be completed as needed.
Vehicles	Replacement of pick-up truck, new combo asphalt roller, and additional Dually trailer	22,500			Ordering equipment and obtaining quotes
Equalization Ponds Sludge Removal	Dredged and sludge removed from equalization ponds	500,000			COMPLETE - final invoices under review

- **Storm:**

STORM CIP 2025					
Project	Additional Description	Budget	Cost	Final Cost (If Project In Multiple Years)	Status
Vehicles	Replacement of pick-up truck, new combo asphalt roller, and additional Dually trailer	15,000			Ordering equipment and obtaining quotes
Reservoir and Ponds Maintenance	Ongoing program of general pond and reservoir maintenance for the Storm Water system.	150,000			Working with Mile High Flood District on drainage improvements and pond maintenance. Sediment removal underway on Coalton Pond near fire station.

Town of Superior

2nd Quarter 2025 Financial Report

GENERAL					
	2024 YTD	2025 YTD	% Change	Budget	% of Budget
REVENUE					
Taxes	\$10,591,358	\$10,638,394	0%	\$19,476,583	55%
Licenses & Permits	811,166	789,984	-3%	1,307,000	60%
Charges for Services	908,778	854,246	-6%	1,751,487	49%
Fines	60,894	117,141	92%	150,000	78% (1)
Miscellaneous	318,864	484,960	52%	836,500	58%
TOTAL REVENUE	\$12,691,060	\$12,884,726	2%	\$23,521,570	55%
EXPENDITURE					
Legislative	\$87,367	\$99,391	14%	\$154,567	64%
Judicial	68,542	63,395	-8%	149,618	42%
Clerk	91,642	105,746	15%	193,715	55%
Administration	1,168,590	1,328,760	14%	2,630,930	51%
Finance	320,036	323,461	1%	668,645	48%
Communications	327,271	332,411	2%	728,128	46%
Legal Services	494,687	293,990	-41%	920,000	32% (2)
Public Safety	1,428,485	1,432,649	0%	3,086,890	46%
Building Inspection	599,707	596,728	0%	1,209,143	49%
Parks and Recreation	1,635,617	1,870,358	14%	4,473,614	42%
Public Works	1,393,763	1,450,293	4%	3,060,083	47%
Non-Departmental	903,768	1,017,406	13%	6,696,799	15%
Library	436,673	452,048	4%	417,000	108% (3)
Marshall Fire - FEMA	293,394	0	-100%	-	N/A
Marshall Fire - Out of Pocket	11,629	0	-100%	-	N/A
Marshall Fire - Building Rebates	105,123	34,424	-67%	305,000	11%
TOTAL EXPENDITURE	\$9,366,295	\$9,401,060	0%	\$24,694,132	38%

(1) Higher court fines from extra patrols in late 2024 collected in 2025 and early 2025.

(2) Legal expenses lower in 2025.

(3) Property tax revenue up as final valuations higher than budgeted. This is a pass through expense from the property tax.

Town of Superior

2nd Quarter 2025 Financial Report

CAPITAL IMPROVEMENT PROGRAM					
	2024 YTD	2025 YTD	% Change	Budget	% of Budget
REVENUE					
Taxes	\$802,570	\$789,509	-2%	\$1,595,298	49%
Miscellaneous	74,391	154,633	108%	6,019,565	3%
					(1)
TOTAL REVENUE	\$876,961	\$944,142	8%	\$7,614,863	12%
EXPENDITURE					
Parks and Recreation	\$371,111	\$418,637	13%	\$1,680,000	25%
Public Works	769,000	1,106,838	44%	4,685,000	24%
Non-Departmental	53,373	1,248,764	2240%	995,000	126%
					(2)
TOTAL EXPENDITURE	\$1,193,484	\$2,774,240	132%	\$7,360,000	38%

(1) The majority of this budget represents an end of year General Fund transfer.

(2) Downtown Civic Space construction and finishes in 2025. Carryover project from 2024. Expected to spend \$1.6M in total. Total budget between 2024 and 2025 totals \$1.4M

Town of Superior

2nd Quarter 2025 Financial Report

2025 CAPITAL IMPROVEMENT PROGRAM					
	2024 YTD	2025 YTD	% Change	Budget	% of Budget
REVENUE					
Taxes	\$0	\$0	N/A	\$0	N/A
Bond Proceeds	0	17,245,147	N/A	0	N/A
Miscellaneous	0	39,202	N/A	0	N/A
TOTAL REVENUE	\$0	\$17,284,349	N/A	\$0	N/A
EXPENDITURE					
Parks and Recreation	\$0	\$154,322	N/A	\$0	N/A
Public Works	0	279,996	N/A	0	N/A
TOTAL EXPENDITURE	\$0	\$434,318	N/A	\$0	N/A

2025 CAPITAL IMPROVEMENT PROGRAM					
DEBT SERVICE					
	2024 YTD	2025 YTD	% Change	Budget	% of Budget
REVENUE					
Taxes	\$0	\$550,212	N/A	\$0	N/A
Bond Proceeds	0	323,253	N/A	0	N/A
Miscellaneous	0	3,181	N/A	0	N/A
TOTAL REVENUE	\$0	\$876,646	N/A	\$0	N/A
EXPENDITURE					
Bank Fees	\$0	\$0	N/A	\$0	N/A
Bond Issuance Costs	0	323,253	N/A	0	N/A
Principal	0	0	N/A	0	N/A
Interest	0	0	N/A	0	N/A
TOTAL EXPENDITURE	\$0	\$323,253	N/A	\$0	N/A

(1) This fund will include bond proceeds and project costs as the year goes on, a budget amendment will be needed.

(2) This fund will collect the sales and use tax and pay the debt, a budget amendment will be needed.

Town of Superior

2nd Quarter 2025 Financial Report

CONSERVATION TRUST					
	2024 YTD	2025 YTD	% Change	Budget	% of Budget
REVENUE					
Conservation Trust	\$81,890	\$73,441	-10%	\$160,000	46%
Miscellaneous	5,950	4,711	-21%	3,500	135%
TOTAL REVENUE	\$87,840	\$78,152	-11%	\$163,500	48%
EXPENDITURE					
Capital	\$181,379	\$59,493	-67%	\$330,000	18%
TOTAL EXPENDITURE	\$181,379	\$59,493	-67%	\$330,000	18%

CLASS ONE LANDSCAPE					
	2024 YTD	2025 YTD	% Change	Budget	% of Budget
REVENUE					
Landscape Maintenance Fee	\$981,140	\$1,095,201	12%	\$2,118,771	52%
Miscellaneous	70,658	17,058	-76%	17,000	100%
TOTAL REVENUE	\$1,051,798	\$1,112,259	6%	\$2,135,771	52%
EXPENDITURE					
Maintenance	\$594,979	\$806,710	36%	\$2,134,891	38%
TOTAL EXPENDITURE	\$594,979	\$806,710	36%	\$2,134,891	38%

Town of Superior

2nd Quarter 2025 Financial Report

OPEN SPACE					
	2024 YTD	2025 YTD	% Change	Budget	% of Budget
REVENUE					
Taxes	\$142,570	\$129,509	-9%	\$935,298	14%
Miscellaneous	10,283	58,994	474%	23,594	250%
TOTAL REVENUE	\$152,853	\$188,502	23%	\$958,892	20%
EXPENDITURE					
Maintenance	\$116,380	\$265,738	128%	\$585,128	45%
Capital	574,713	24,118	-96%	70,000	34%
Marshal Fire - FEMA	232	0	-100%	-	N/A
TOTAL EXPENDITURE	\$691,325	\$289,856	-58%	\$655,128	44%

(1)

OPEN SPACE DEBT SERVICE					
	2024 YTD	2025 YTD	% Change	Budget	% of Budget
REVENUE					
Taxes	\$660,000	\$660,000	0%	\$660,000	100%
Miscellaneous	6,004	7,379	23%	5,000	148%
TOTAL REVENUE	\$666,004	\$667,379	0%	\$665,000	100%
EXPENDITURE					
Bank Fees	\$400	\$400	0%	\$1,000	40%
Principal	375,000	380,000	1%	380,000	100%
Interest	145,434	141,403	-3%	278,720	51%
TOTAL EXPENDITURE	\$520,834	\$521,803	0%	\$659,720	79%

(1)

(1) All taxes will be recorded in the Open Space Debt Service Fund until budget or debt service requirements are met.

Town of Superior

2nd Quarter 2025 Financial Report

TRASH AND RECYCLING					
	2024 YTD	2025 YTD	% Change	Budget	% of Budget
REVENUE					
Charges for Service	\$84,735	\$139,730	65%	\$245,000	57%
TOTAL REVENUE	\$84,735	\$139,730	65%	\$245,000	57%
EXPENSE					
Trash and Recycling	\$94,191	\$95,781	2%	\$245,000	39%
TOTAL EXPENSE	\$94,191	\$95,781	2%	\$245,000	39%

SUPERIOR URBAN RENEWAL AUTHORITY					
DOWNTOWN SUPERIOR					
	2024 YTD	2025 YTD	% Change	Budget	% of Budget
REVENUE					
Taxes	\$4,802,609	\$4,929,158	3%	\$6,846,000	72%
Miscellaneous	332	294	-12%	1,000	29%
TOTAL REVENUE	\$4,802,941	\$4,929,452	3%	\$6,847,000	72%
EXPENDITURE					
Administration	\$71,466	\$73,254	3%	\$102,700	71%
Bank Fees	90	54	-40%	100	54%
Transfer to Developer/Districts	4,314,038	4,324,295	0%	6,169,230	70%
Transfer to BVSD	71,146	78,107	10%	99,812	78%
Transfer to Louisville Fire	42,615	38,645	-9%	59,785	65%
Transfer to Superior	120,549	124,908	4%	165,804	75%
Transfer to Mtn View Fire	177,957	198,522	12%	249,569	80%
TOTAL EXPENDITURE	\$4,797,860	\$4,837,785	1%	\$6,847,000	71%

Town of Superior

2nd Quarter 2025 Financial Report

SUPERIOR MCCASLIN INTERCHANGE METROPOLITAN DISTRICT					
	2024 YTD	2025 YTD	% Change	Budget	% of Budget
REVENUE					
Taxes	\$333,980	\$535,418	60%	\$688,000	78%
Intergovernmental	-	-	N/A	36,696	0%
Miscellaneous	40,262	41,263	2%	573,000	7%
TOTAL REVENUE	\$374,241	\$576,681	54%	\$1,297,696	44%
EXPENDITURE					
Administration	\$95,037	\$103,120	9%	\$200,670	51%
Maintenance	109,301	174,575	60%	454,650	38%
Capital	-	119,391	N/A	1,900,000	6%
TOTAL EXPENDITURE	\$204,339	\$397,085	94%	\$2,555,320	16%

MARSHALL FIRE RECOVERY EFFORTS					
	2024 YTD	2025 YTD	% Change	Budget	% of Budget
REVENUE					
Taxes	\$428,037	\$421,071	-2%	\$855,000	49%
Miscellaneous	2,182	2,934	34%	5,000	59%
TOTAL REVENUE	\$430,219	\$424,005	-1%	\$860,000	49%
EXPENDITURE					
Transfers Out	\$0	\$0	N/A	\$860,000	N/A (1)
TOTAL EXPENDITURE	\$0	\$0	N/A	\$860,000	N/A

(1) This budget represents an end of year transfer to Capital Improvement Fund.

Town of Superior

2nd Quarter 2025 Financial Report

WATER					
	2024 YTD	2025 YTD	% Change	Budget	% of Budget
REVENUE					
Charges for Service	\$1,210,313	\$1,335,772	10%	\$ 3,792,500	35%
Miscellaneous	2,871,395	1,453,519	-49%	7,406,250	20%
TOTAL REVENUE	\$4,081,708	\$2,789,291	-32%	\$11,198,750	25%
EXPENSE					
Administration	\$22,084	\$26,934	22%	\$55,650	48%
Water Supply	717,993	573,839	-20%	1,154,200	50%
Water Treatment	204,007	181,411	-11%	565,700	32%
Water Storage & Distribution	229,270	143,508	-37%	466,800	31%
Non-Departmental	381,470	389,234	2%	6,845,224	6%
Capital Projects	2,422,773	1,783,101	-26%	6,537,000	27%
TOTAL EXPENSE	\$3,977,597	\$3,098,026	-22%	\$15,624,574	20%

SEWER					
	2024 YTD	2025 YTD	% Change	Budget	% of Budget
REVENUE					
Charges for Service	\$1,016,831	\$1,174,520	16%	\$2,206,537	53%
Miscellaneous	638,642	296,005	-54%	5,122,836	6%
TOTAL REVENUE	\$1,655,473	\$1,470,525	-11%	\$7,329,373	20%
EXPENSE					
Administration	\$2,273	\$11,563	409%	\$11,015	105%
Waste Water Collection	41,905	17,582	-58%	86,500	20%
Waste Water Treatment	358,568	398,303	11%	1,131,900	35%
Non-Departmental	327,549	345,582	6%	1,063,277	33%
Capital Projects	160,489	2,056,853	1182%	3,647,500	56%
TOTAL EXPENSE	\$890,783	\$2,829,882	218%	\$5,940,192	48%

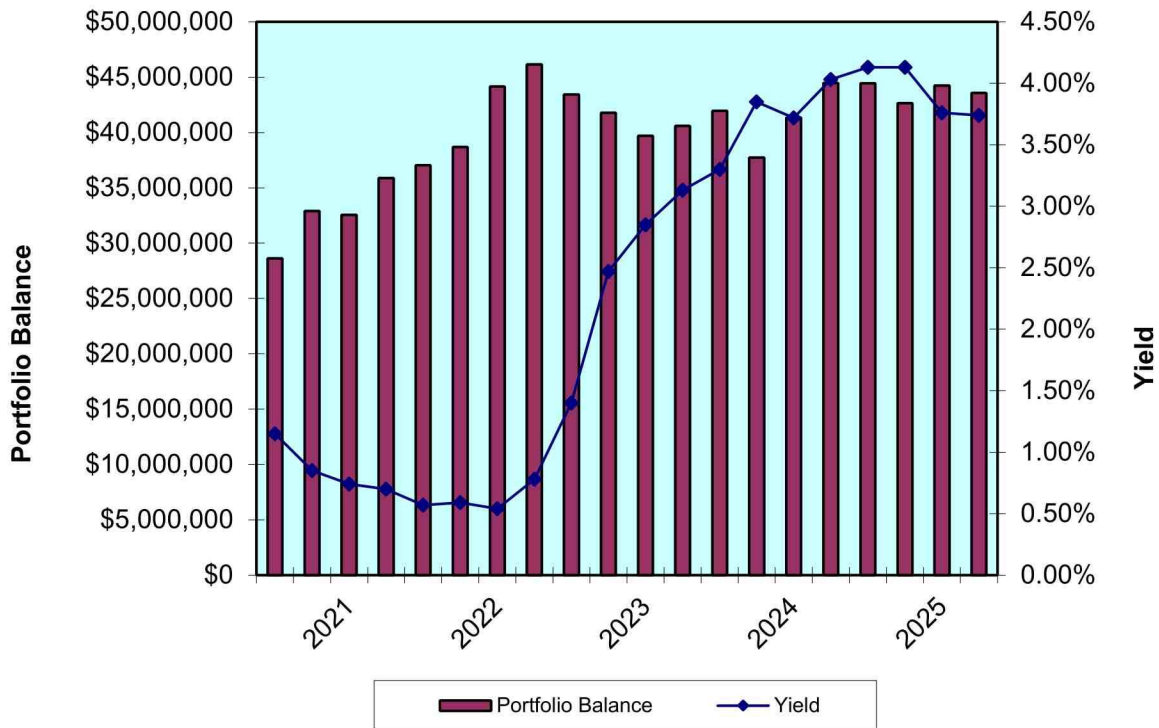
(1) \$3 million of this budget represents American Rescue Plan Act (ARPA) monies for wastewater treatment plant improvement projects.

Town of Superior

2nd Quarter 2025 Financial Report

STORM DRAINAGE					
	2024 YTD	2025 YTD	% Change	Budget	% of Budget
REVENUE					
Charges for Service	\$191,090	\$203,350	6%	\$408,000	50%
Miscellaneous	253,719	282,008	11%	259,500	109%
TOTAL REVENUE	\$444,809	\$485,358	9%	\$667,500	73%
EXPENSE					
Administration	\$13,827	\$42,687	209%	\$72,360	59%
Storm Drainage	21,293	18,545	-13%	64,000	29%
Non-Departmental	116,035	128,294	11%	461,982	28%
Marshall Fire	14,605	-	N/A	-	N/A
Capital Projects	90,607	96,623	7%	165,000	59%
TOTAL EXPENSE	\$256,368	\$286,149	12%	\$763,342	37%

Town of Superior Investment Portfolio Summary



Year - Quarter	Portfolio Balance	Yield
2020 - 3rd	28,612,980	1.15%
2020 - 4th	32,916,465	0.85%
2021 - 1st	32,553,123	0.74%
2021 - 2nd	35,873,344	0.70%
2021 - 3rd	37,044,272	0.57%
2021 - 4th	38,683,638	0.59%
2022 - 1st	44,147,641	0.54%
2022 - 2nd	46,148,832	0.78%
2022 - 3rd	43,439,737	1.40%
2022 - 4th	41,792,798	2.47%
2023 - 1st	39,686,483	2.85%
2023 - 2nd	40,605,070	3.13%
2023 - 3rd	41,946,590	3.30%
2023 - 4th	37,735,200	3.85%
2024 - 1st	41,356,053	3.72%
2024 - 2nd	44,481,707	4.03%
2024 - 3rd	44,443,284	4.13%
2024 - 4th	42,636,174	4.13%
2025 - 1st	44,226,211	3.76%
2025 - 2nd	43,565,694	3.74%

2021

2022

2023

2024

2025

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-31-1100 REAL & PERSONAL PROPERTY TAXES	323,394.22	2,632,434.53	3,560,804.00	928,369.47	73.9
10-31-1110 LIBRARY PROPERTY TAX	39,554.56	325,187.89	417,000.00	91,812.11	78.0
10-31-1200 SPECIFIC OWNERSHIP TAXES	14,600.16	93,132.09	187,000.00	93,867.91	49.8
10-31-1210 SPECIFIC OWNER TAXES-LIBRARY	1,805.90	11,519.59	23,000.00	11,480.41	50.1
10-31-1300 GENERAL SALES TAX	1,000,793.17	6,175,793.33	11,948,779.00	5,772,985.67	51.7
10-31-1302 LOUISVILLE REV SHARE-SALES TAX	7,126.51	63,601.40	130,000.00	66,398.60	48.9
10-31-1310 USE TAX--VEHICLE	87,406.96	542,780.97	1,100,000.00	557,219.03	49.3
10-31-1320 USE TAX--BUILDING	36,865.94	323,409.90	1,250,000.00	926,590.10	25.9
10-31-1400 CIGARETTE TAX	993.37	7,430.92	20,000.00	12,569.08	37.2
10-31-1610 PUBLIC SERVICE CO FRANCHISE TX	46,049.36	224,166.45	400,000.00	175,833.55	56.0
10-31-1620 CABLE TELEVISION FRANCHISE TAX	.00	57,061.94	115,000.00	57,938.06	49.6
10-31-1710 HIGHWAY USERS TAX	30,888.57	171,087.84	305,000.00	133,912.16	56.1
10-31-1720 ROAD & BRIDGE TAX	.00	10,786.77	20,000.00	9,213.23	53.9
TOTAL TAXES	1,589,478.72	10,638,393.62	19,476,583.00	8,838,189.38	54.6
<u>LICENSES AND PERMITS</u>					
10-32-2110 BUSINESS LICENSES	225.00	6,826.00	4,000.00	(2,826.00)	170.7
10-32-2120 LIQUOR LICENSES	.00	2,622.50	2,500.00	(122.50)	104.9
10-32-2190 OTHER LICENSES & PERMITS	1,200.00	1,890.00	2,500.00	610.00	75.6
10-32-2210 BUILDING PERMIT & PLAN CK FEES	52,500.98	752,141.40	1,250,000.00	497,858.60	60.2
10-32-2211 PUBLIC WORKS PERMITS	1,051.51	10,033.49	10,000.00	(33.49)	100.3
10-32-2230 SIGN PLAN REVIEW FEES	.00	1,000.00	2,000.00	1,000.00	50.0
10-32-2310 AUTOMOBILE REGISTRATIONS	.00	15,470.91	36,000.00	20,529.09	43.0
TOTAL LICENSES AND PERMITS	54,977.49	789,984.30	1,307,000.00	517,015.70	60.4
<u>CHARGES FOR SERVICES</u>					
10-34-4110 DEVELOPMENT REVIEW FEES	2,500.00	7,590.50	2,500.00	(5,090.50)	303.6
10-34-4121 SALE OF SUPERIOR ARCH. BOOK	20.00	20.00	.00	(20.00)	.0
10-34-4135 ADMINISTRATIVE FEES	119,485.81	716,914.86	1,433,829.00	716,914.14	50.0
10-34-4210 BOULDER CO SW/OS TAX ADMIN FEE	1,111.43	9,088.59	7,500.00	(1,588.59)	121.2
10-34-4320 FACILITY USE FEE	3,900.00	19,512.50	85,000.00	65,487.50	23.0
10-34-4410 COURT COSTS, FEES, & CHARGES	1,480.50	10,116.99	10,000.00	(116.99)	101.2
10-34-4530 REINSPECTION FEES	100.00	1,700.00	1,000.00	(700.00)	170.0
10-34-4810 RECREATION PROGRAM FEES	(1,164.00)	36,371.00	100,000.00	63,629.00	36.4
10-34-4811 TENNIS FEES	6,362.00	29,221.00	65,000.00	35,779.00	45.0
10-34-4812 SWIM LESSONS FEES	5,545.00	18,545.00	35,000.00	16,455.00	53.0
10-34-4816 BOOTH RENTAL FEES	25.00	25.00	.00	(25.00)	.0
10-34-4818 GUEST FEES	1,985.00	2,380.00	5,000.00	2,620.00	47.6
10-34-4819 VENDING REVENUE	61.68	61.68	500.00	438.32	12.3
10-34-4820 COMMUNITY EVENTS CONTRIBUTIONS	.00	.00	2,500.00	2,500.00	.0
10-34-4850 EV CHARGING STATIONS	458.08	2,699.29	3,500.00	800.71	77.1
10-34-4900 OTHER CHARGES FOR SERVICES	.00	.00	158.00	158.00	.0
TOTAL CHARGES FOR SERVICES	141,870.50	854,246.41	1,751,487.00	897,240.59	48.8

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FINES AND FORFEITURES</u>					
10-35-5000 MUNICIPAL COURT FINES	15,536.25	117,141.27	150,000.00	32,858.73	78.1
TOTAL FINES AND FORFEITURES	15,536.25	117,141.27	150,000.00	32,858.73	78.1
<u>MISCELLANEOUS REVENUE</u>					
10-36-6100 INTEREST EARNINGS	42,049.12	162,568.76	352,000.00	189,431.24	46.2
10-36-6200 CASH OVER/SHORT	.00	.49	.00	(.49)	.0
10-36-6210 LEASE REVENUE	2,501.40	15,008.40	30,000.00	14,991.60	50.0
10-36-6220 SEVERANCE TAX/MINERAL LEASE	.00	.00	5,000.00	5,000.00	.0
10-36-6300 GRANT REVENUE	.00	35,843.49	25,000.00	(10,843.49)	143.4
10-36-6500 RENEWABLE ENERGY CREDIT PYMTS	.00	674.02	2,000.00	1,325.98	33.7
10-36-6600 OTHER REVENUE	19,966.19	259,365.84	392,500.00	133,134.16	66.1
10-36-6610 SINGLE USE BAG FEE	.00	11,498.99	30,000.00	18,501.01	38.3
TOTAL MISCELLANEOUS REVENUE	64,516.71	484,959.99	836,500.00	351,540.01	58.0
TOTAL FUND REVENUE	1,866,379.67	12,884,725.59	23,521,570.00	10,636,844.41	54.8

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
10-411-1030 COUNCIL COMPENSATION	6,015.38	37,061.52	78,000.00	40,938.48	47.5
10-411-1400 EMPLOYER CONTRIBUTION - FICA	460.17	2,835.18	5,967.00	3,131.82	47.5
10-411-2150 LOBBYING	125.00	17,019.55	21,000.00	3,980.45	81.1
10-411-3100 TELEPHONE	.00	1,050.60	2,500.00	1,449.40	42.0
10-411-4300 TRAINING	.00	780.00	1,400.00	620.00	55.7
10-411-4310 TRAVEL & EXPENSES	1,765.33	6,670.51	5,200.00	(1,470.51)	128.3
10-411-4900 OTHER FEES & SERVICES	421.81	2,674.23	6,000.00	3,325.77	44.6
10-411-5100 OFFICE SUPPLIES	19.98	3,799.58	2,000.00	(1,799.58)	190.0
10-411-8180 POLICY & GOAL SETTING	.00	.00	2,500.00	2,500.00	.0
10-411-8880 COUNCIL SPECIAL FUNDS	.00	27,500.00	30,000.00	2,500.00	91.7
TOTAL LEGISLATIVE	8,807.67	99,391.17	154,567.00	55,175.83	64.3
<u>JUDICIAL</u>					
10-412-1010 REGULAR SALARIES	2,400.00	14,628.34	47,140.00	32,511.66	31.0
10-412-1060 OVERTIME	90.00	90.00	.00	(90.00)	.0
10-412-1300 PAYROLL COSTS (BENEFITS)	959.93	5,949.92	22,244.00	16,294.08	26.8
10-412-1400 EMPLOYER CONTRIBUTION - FICA	36.47	209.76	684.00	474.24	30.7
10-412-2460 BANK FEES	360.64	2,514.04	3,000.00	485.96	83.8
10-412-2700 LAW ENFORCEMENT SERVICES	.00	5,152.32	11,000.00	5,847.68	46.8
10-412-2800 MUNICIPAL COURT JUDGE	3,000.00	19,995.00	36,000.00	16,005.00	55.5
10-412-2810 PROSECUTING ATTORNEY	1,200.00	6,000.00	16,800.00	10,800.00	35.7
10-412-3210 SOFTWARE MAINTENANCE	.00	6,500.00	6,700.00	200.00	97.0
10-412-4200 MEMBERSHIPS	.00	100.00	50.00	(50.00)	200.0
10-412-4300 TRAINING	.00	77.00	400.00	323.00	19.3
10-412-4310 TRAVEL & EXPENSES	192.40	192.40	100.00	(92.40)	192.4
10-412-4400 PRINTING & BINDING	.00	.00	2,000.00	2,000.00	.0
10-412-4900 OTHER FEES & SERVICES	194.10	1,814.10	3,000.00	1,185.90	60.5
10-412-5100 OFFICE SUPPLIES	6.98	171.68	500.00	328.32	34.3
TOTAL JUDICIAL	8,440.52	63,394.56	149,618.00	86,223.44	42.4

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CLERK</u>					
10-414-1010 REGULAR SALARIES	11,630.76	69,986.57	126,673.00	56,686.43	55.3
10-414-1060 OVERTIME	90.00	90.00	.00	(90.00)	.0
10-414-1300 PAYROLL COSTS (BENEFITS)	4,312.80	26,871.93	52,205.00	25,333.07	51.5
10-414-1400 EMPLOYER CONTRIBUTION - FICA	163.77	989.61	1,837.00	847.39	53.9
10-414-2500 CODIFICATION SERVICES	.00	3,847.10	4,100.00	252.90	93.8
10-414-4200 MEMBERSHIPS	.00	220.70	400.00	179.30	55.2
10-414-4300 TRAINING	300.00	310.00	1,000.00	690.00	31.0
10-414-4310 TRAVEL & EXPENSES	.00	.00	2,200.00	2,200.00	.0
10-414-4400 PRINTING & BINDING	.00	.00	100.00	100.00	.0
10-414-4410 PUBLICATION OF LEGAL NOTICES	1,342.44	1,674.20	1,000.00	(674.20)	167.4
10-414-4420 RECORDING FEES	71.00	278.50	1,000.00	721.50	27.9
10-414-4900 OTHER FEES & SERVICES	(1,464.55)	48.37	500.00	451.63	9.7
10-414-5100 OFFICE SUPPLIES	.00	1,229.67	200.00	(1,029.67)	614.8
10-414-5200 COMPUTER SOFTWARE	.00	199.00	2,500.00	2,301.00	8.0
TOTAL CLERK	16,446.22	105,745.65	193,715.00	87,969.35	54.6
<u>ADMINISTRATION</u>					
10-415-1010 REGULAR SALARIES	105,501.92	676,645.09	1,454,377.00	777,731.91	46.5
10-415-1040 PART-TIME SALARIES	10,156.67	60,981.74	72,478.00	11,496.26	84.1
10-415-1060 OVERTIME	.00	187.20	500.00	312.80	37.4
10-415-1300 PAYROLL COSTS (BENEFITS)	36,676.94	247,124.49	497,185.00	250,060.51	49.7
10-415-1400 EMPLOYER CONTRIBUTION - FICA	2,326.68	14,997.76	26,640.00	11,642.24	56.3
10-415-2210 ENGINEERING SERVICES	.00	.00	2,500.00	2,500.00	.0
10-415-2470 ARCHIVING SERVICES	.00	10,739.25	10,000.00	(739.25)	107.4
10-415-2600 PERSONNEL SERVICES	1,812.09	28,033.40	73,500.00	45,466.60	38.1
10-415-2920 PUBLIC WEB PAGE	9,343.72	111,519.56	73,800.00	(37,719.56)	151.1
10-415-2930 CHANNEL 8 - CABLE CASTING	.00	10,724.75	21,500.00	10,775.25	49.9
10-415-2980 ECONOMIC DEVELOPMENT PROGRAM	25,291.27	51,610.36	175,000.00	123,389.64	29.5
10-415-3100 TELEPHONE	(60.00)	2,755.54	8,000.00	5,244.46	34.4
10-415-4200 MEMBERSHIPS	435.00	3,031.00	4,500.00	1,469.00	67.4
10-415-4210 SUBSCRIPTIONS	43.31	381.71	500.00	118.29	76.3
10-415-4300 TRAINING	.00	4,361.00	9,600.00	5,239.00	45.4
10-415-4310 TRAVEL & EXPENSES	1,203.00	4,810.29	15,650.00	10,839.71	30.7
10-415-4400 PRINTING & BINDING	.00	.00	2,500.00	2,500.00	.0
10-415-4900 OTHER FEES & SERVICES	352.64	3,603.36	5,000.00	1,396.64	72.1
10-415-5100 OFFICE SUPPLIES	1,376.45	12,798.61	6,500.00	(6,298.61)	196.9
10-415-5120 FUEL & MAINTENANCE	(706.62)	.00	.00	.00	.0
10-415-5200 COMPUTER SOFTWARE	252.26	624.51	2,500.00	1,875.49	25.0
10-415-8140 CONTRIBUTION TO HUMANE SOCIETY	.00	.00	700.00	700.00	.0
10-415-8190 CHAMBER OF COMMERCE SUPPORT	.00	50,000.00	50,000.00	.00	100.0
10-415-8200 SUSTAINABILITY PROGRAMMING	12,893.10	33,830.04	118,000.00	84,169.96	28.7
TOTAL ADMINISTRATION	206,898.43	1,328,759.66	2,630,930.00	1,302,170.34	50.5

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FINANCE</u>						
10-416-1010	REGULAR SALARIES	24,692.99	155,533.91	312,886.00	157,352.09	49.7
10-416-1040	PART-TIME SALARIES	5,778.06	34,380.38	108,191.00	73,810.62	31.8
10-416-1060	OVERTIME	.00	309.14	500.00	190.86	61.8
10-416-1300	PAYROLL COSTS (BENEFITS)	8,643.54	53,182.17	111,197.00	58,014.83	47.8
10-416-1400	EMPLOYER CONTRIBUTION - FICA	806.28	4,852.65	12,821.00	7,968.35	37.9
10-416-2400	AUDITING SERVICES	.00	35,568.75	45,000.00	9,431.25	79.0
10-416-2490	INVESTMENT FEES	870.54	3,448.27	11,000.00	7,551.73	31.4
10-416-2650	PROFESSIONAL SERVICES	562.50	7,500.00	15,000.00	7,500.00	50.0
10-416-3100	TELEPHONE	(15.00)	356.30	3,000.00	2,643.70	11.9
10-416-3210	SOFTWARE MAINTENANCE	240.00	23,815.88	29,750.00	5,934.12	80.1
10-416-4200	MEMBERSHIPS	460.00	805.00	2,000.00	1,195.00	40.3
10-416-4210	SUBSCRIPTIONS	.00	579.94	1,000.00	420.06	58.0
10-416-4300	TRAINING	.00	.00	3,000.00	3,000.00	.0
10-416-4310	TRAVEL & EXPENSES	.00	.00	4,300.00	4,300.00	.0
10-416-4900	OTHER FEES & SERVICES	54.00	54.00	1,000.00	946.00	5.4
10-416-5100	OFFICE SUPPLIES	1,301.69	3,074.69	8,000.00	4,925.31	38.4
TOTAL FINANCE		43,394.60	323,461.08	668,645.00	345,183.92	48.4

COMMUNICATIONS

10-418-1010	REGULAR SALARIES	26,171.63	170,478.64	320,604.00	150,125.36	53.2
10-418-1040	PART-TIME SALARIES	2,541.00	15,569.83	37,000.00	21,430.17	42.1
10-418-1060	OVERTIME	.00	157.55	500.00	342.45	31.5
10-418-1300	PAYROLL COSTS (BENEFITS)	12,150.82	76,721.03	150,187.00	73,465.97	51.1
10-418-1400	EMPLOYER CONTRIBUTION - FICA	565.12	3,337.45	7,487.00	4,149.55	44.6
10-418-2650	PROFESSIONAL SERVICES	11,000.00	22,140.00	86,000.00	63,860.00	25.7
10-418-2920	WEBSITE & DIGITAL APPLICATIONS	611.67	15,190.12	28,050.00	12,859.88	54.2
10-418-4200	MEMBERSHIPS	.00	.00	200.00	200.00	.0
10-418-4210	SUBSCRIPTIONS	.00	108.00	200.00	92.00	54.0
10-418-4300	TRAINING	.00	.00	2,400.00	2,400.00	.0
10-418-4310	TRAVEL & EXPENSES	26.63	26.63	3,500.00	3,473.37	.8
10-418-4400	PRINTING & BINDING	.00	15,820.19	69,000.00	53,179.81	22.9
10-418-4500	POSTAGE	1,577.00	2,798.00	10,000.00	7,202.00	28.0
10-418-4900	OTHER FEES & SERVICES	.00	244.60	3,000.00	2,755.40	8.2
10-418-5100	OFFICE SUPPLIES	.00	9,818.89	10,000.00	181.11	98.2
TOTAL COMMUNICATIONS		54,643.87	332,410.93	728,128.00	395,717.07	45.7

LEGAL SERVICES

10-419-2100	LEGAL SERVICES - GENERAL	32,873.67	121,079.33	170,000.00	48,920.67	71.2
10-419-2140	LEGAL - SPECIAL COUNSEL	21,646.75	172,910.65	750,000.00	577,089.35	23.1
TOTAL LEGAL SERVICES		54,520.42	293,989.98	920,000.00	626,010.02	32.0

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY</u>					
10-421-2700 LAW ENFORCEMENT SERVICES	.00	1,178,905.90	2,767,881.00	1,588,975.10	42.6
10-421-2705 CO-RESPONDER SERVICES	10,695.64	51,289.30	105,751.00	54,461.70	48.5
10-421-2710 DISPATCH SERVICES	.00	195,157.78	195,158.00	.22	100.0
10-421-3105 LEASE EXPENSE	500.00	3,000.00	6,500.00	3,500.00	46.2
10-421-3110 UTILITIES	199.80	1,054.45	3,600.00	2,545.55	29.3
10-421-3220 MAINTENANCE - BUILDING	238.00	1,718.50	5,000.00	3,281.50	34.4
10-421-5100 SUPPLIES	194.92	1,523.36	2,000.00	476.64	76.2
10-421-6100 OFFICE EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
TOTAL PUBLIC SAFETY	11,828.36	1,432,649.29	3,086,890.00	1,654,240.71	46.4
<u>BUILDING INSPECTIONS</u>					
10-424-1010 REGULAR SALARIES	25,846.14	162,538.39	362,392.00	199,853.61	44.9
10-424-1060 OVERTIME	.00	.00	250.00	250.00	.0
10-424-1300 PAYROLL COSTS (BENEFITS)	7,314.88	60,114.06	121,743.00	61,628.94	49.4
10-424-1400 EMPLOYER CONTRIBUTION - FICA	383.81	2,591.43	5,258.00	2,666.57	49.3
10-424-2300 PLANNING SERVICES	.00	.00	20,000.00	20,000.00	.0
10-424-2340 INSPECTION SERVICES	24,189.38	358,110.06	662,500.00	304,389.94	54.1
10-424-2760 GIS SERVICES	.00	9,514.00	22,000.00	12,486.00	43.3
10-424-4200 MEMBERSHIPS	.00	828.00	1,750.00	922.00	47.3
10-424-4210 SUBSCRIPTIONS	.00	.00	1,500.00	1,500.00	.0
10-424-4300 TRAINING	.00	1,863.00	3,000.00	1,137.00	62.1
10-424-4310 TRAVEL & EXPENSES	.00	68.00	5,500.00	5,432.00	1.2
10-424-5100 OFFICE SUPPLIES	571.15	993.42	2,750.00	1,756.58	36.1
10-424-5200 COMPUTER SOFTWARE	.00	107.37	500.00	392.63	21.5
TOTAL BUILDING INSPECTIONS	58,305.36	596,727.73	1,209,143.00	612,415.27	49.4

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS & RECREATION</u>					
10-426-1010 REGULAR SALARIES	104,095.48	640,443.11	1,403,846.00	763,402.89	45.6
10-426-1040 PART-TIME SALARIES	93,867.60	201,471.87	401,000.00	199,528.13	50.2
10-426-1050 ON-CALL WAGES	560.00	3,580.00	7,300.00	3,720.00	49.0
10-426-1060 OVERTIME	2,163.36	8,066.08	10,000.00	1,933.92	80.7
10-426-1300 PAYROLL COSTS (BENEFITS)	45,987.25	292,492.24	563,905.00	271,412.76	51.9
10-426-1400 EMPLOYER CONTRIBUTION - FICA	8,776.92	25,227.00	63,063.00	37,836.00	40.0
10-426-2210 ENGINEERING SERVICES	.00	.00	10,000.00	10,000.00	.0
10-426-2270 COURT MANAGEMENT	902.64	6,897.93	8,000.00	1,102.07	86.2
10-426-2290 AQUATICS PROGRAMMING	1,532.13	3,642.81	5,000.00	1,357.19	72.9
10-426-2650 PROFESSIONAL SERVICES	.00	5,500.00	11,000.00	5,500.00	50.0
10-426-2890 MEDIA SERVICES	.00	9,522.50	30,000.00	20,477.50	31.7
10-426-2940 COMMUNITY PROJECTS/PROGRAMS	24,586.60	79,243.60	360,000.00	280,756.40	22.0
10-426-2941 COMMUNITY VOLUNTEER PROJECTS	340.45	2,083.02	20,000.00	17,916.98	10.4
10-426-2942 YOUTH LEADERSHIP COUNCIL	.00	3,204.45	5,000.00	1,795.55	64.1
10-426-2943 PARC	.00	.00	5,000.00	5,000.00	.0
10-426-2944 CAPS	2,212.56	2,262.56	5,000.00	2,737.44	45.3
10-426-2945 OSAC	.00	201.53	5,000.00	4,798.47	4.0
10-426-2946 ACES	.00	150.00	5,000.00	4,850.00	3.0
10-426-3100 TELEPHONE	530.03	5,107.89	14,500.00	9,392.11	35.2
10-426-3110 UTILITIES	2,634.17	31,007.56	67,000.00	35,992.44	46.3
10-426-3140 WATER	4,072.04	6,833.99	48,500.00	41,666.01	14.1
10-426-3150 ELECTRICITY	8,245.42	33,765.21	105,000.00	71,234.79	32.2
10-426-3151 EV CHARGING STATION ELECTRIC	.00	.00	1,000.00	1,000.00	.0
10-426-3210 SOFTWARE MAINTENANCE	1,200.76	14,241.86	54,500.00	40,258.14	26.1
10-426-3220 MAINTENANCE - BUILDING	10,598.72	71,599.25	255,500.00	183,900.75	28.0
10-426-3221 EV CHARGING STATION - MAINT	.00	.00	4,300.00	4,300.00	.0
10-426-3222 ART & HISTORY PROJECTS	1,828.52	22,510.92	50,000.00	27,489.08	45.0
10-426-3330 MAINTENANCE - PARKS & MEDIANS	28,670.91	225,680.26	540,000.00	314,319.74	41.8
10-426-3480 MAINTENANCE - SWIMMING POOL	10,821.95	30,138.78	45,000.00	14,861.22	67.0
10-426-4110 COMMUNITY MEETINGS	.00	.00	500.00	500.00	.0
10-426-4121 COMMITTEE MEMBER TRAINING	.00	.00	2,500.00	2,500.00	.0
10-426-4130 HISTORIC PRESERVATION	426.00	1,341.24	5,000.00	3,658.76	26.8
10-426-4200 MEMBERSHIPS	105.00	5,671.76	5,500.00	(171.76)	103.1
10-426-4300 TRAINING	.00	5,067.08	10,600.00	5,532.92	47.8
10-426-4310 TRAVEL & EXPENSES	.00	1,753.82	14,600.00	12,846.18	12.0
10-426-4700 RECREATION PROGRAMMING	25,161.09	52,517.97	165,000.00	112,482.03	31.8
10-426-4900 OTHER FEES & SERVICES	905.26	5,838.61	7,500.00	1,661.39	77.9
10-426-5100 OFFICE SUPPLIES	7,084.20	26,420.79	12,500.00	(13,920.79)	211.4
10-426-5120 FUEL & MAINTENANCE	1,169.61	7,829.31	24,500.00	16,670.69	32.0
10-426-5160 UNIFORMS & SUPPLIES	3,282.59	5,537.60	8,000.00	2,462.40	69.2
10-426-5220 TOOLS & SMALL EQUIPMENT	163.75	1,155.75	4,000.00	2,844.25	28.9
10-426-8262 YARD WASTE SITE	7,710.89	32,349.91	110,000.00	77,650.09	29.4
TOTAL PARKS & RECREATION	399,635.90	1,870,358.26	4,473,614.00	2,603,255.74	41.8

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS</u>					
10-430-1010 REGULAR SALARIES	92,385.94	591,623.70	1,170,277.00	578,653.30	50.6
10-430-1040 PART-TIME SALARIES	.00	.00	36,050.00	36,050.00	.0
10-430-1050 ON-CALL WAGES	560.00	3,580.00	7,300.00	3,720.00	49.0
10-430-1060 OVERTIME	5,718.64	44,958.57	57,475.00	12,516.43	78.2
10-430-1300 PAYROLL COSTS (BENEFITS)	38,558.92	256,727.55	498,115.00	241,387.45	51.5
10-430-1400 EMPLOYER CONTRIBUTION - FICA	1,397.08	9,246.69	20,666.00	11,419.31	44.7
10-430-2210 ENGINEERING SERVICES	22,700.00	22,700.00	40,000.00	17,300.00	56.8
10-430-2240 TRAFFIC ENGINEERING SERVICES	2,287.15	3,526.25	31,000.00	27,473.75	11.4
10-430-2760 GIS SERVICES	1,320.00	1,520.05	20,000.00	18,479.95	7.6
10-430-3100 TELEPHONE	(10.00)	1,499.81	2,250.00	750.19	66.7
10-430-3150 ELECTRICITY	14,638.57	73,409.43	150,000.00	76,590.57	48.9
10-430-3180 STREET LIGHT - MAINTENANCE	1,775.28	7,477.07	82,500.00	75,022.93	9.1
10-430-3181 STREET LIGHT - MAINT (TOWN)	.00	10,295.87	45,000.00	34,704.13	22.9
10-430-3210 SOFTWARE MAINTENANCE	.00	950.00	2,500.00	1,550.00	38.0
10-430-3420 SNOW REMOVAL	.00	283,799.26	415,000.00	131,200.74	68.4
10-430-3440 MAINTENANCE - TRAFFIC SIGNALS	.00	5,687.37	45,000.00	39,312.63	12.6
10-430-4200 MEMBERSHIPS	564.00	683.00	1,500.00	817.00	45.5
10-430-4300 TRAINING	.00	3,693.73	3,900.00	206.27	94.7
10-430-4310 TRAVEL & EXPENSES	.00	617.31	5,150.00	4,532.69	12.0
10-430-4400 PRINTING & BINDING	.00	.00	500.00	500.00	.0
10-430-4900 OTHER FEES & SERVICES	.00	1,562.15	6,400.00	4,837.85	24.4
10-430-5100 OFFICE SUPPLIES	319.02	1,891.26	10,500.00	8,608.74	18.0
10-430-5120 FUEL & MAINTENANCE	1,829.54	10,782.75	36,000.00	25,217.25	30.0
10-430-5130 SIGNAGE & STRIPING	1,767.15	20,787.71	175,000.00	154,212.29	11.9
10-430-5160 UNIFORMS & SUPPLIES	.00	3,477.68	10,000.00	6,522.32	34.8
10-430-5220 TOOLS & SMALL EQUIPMENT	981.80	3,106.20	8,000.00	4,893.80	38.8
10-430-5620 SNOW REMOVAL - MATERIALS	.00	86,689.67	180,000.00	93,310.33	48.2
TOTAL PUBLIC WORKS	186,793.09	1,450,293.08	3,060,083.00	1,609,789.92	47.4

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL EXPENDITURES</u>					
10-490-1420 WORKER'S COMP INSURANCE	.00	38,637.19	42,000.00	3,362.81	92.0
10-490-2250 DTS PARKING AND COMMON AREAS	.00	19,880.07	65,000.00	45,119.93	30.6
10-490-2420 TREASURER'S COLLECTION FEES	9,717.39	67,036.82	115,000.00	47,963.18	58.3
10-490-2510 PAYING AGENT FEE - COPS	.00	.00	5,000.00	5,000.00	.0
10-490-2650 PROFESSIONAL SERVICES	1,995.00	2,527.00	120,000.00	117,473.00	2.1
10-490-3100 TELEPHONE	514.58	10,648.02	23,000.00	12,351.98	46.3
10-490-3105 OFFICE LEASE	29,491.34	142,332.15	267,500.00	125,167.85	53.2
10-490-3110 UTILITIES	6,135.92	50,634.37	184,500.00	133,865.63	27.4
10-490-3130 HOLIDAY LIGHTING	.00	.00	100,000.00	100,000.00	.0
10-490-3151 ELECTRICITY - EV CHARGING STAT	.00	.00	250.00	250.00	.0
10-490-3210 SOFTWARE MAINTENANCE	55.99	4,131.59	40,000.00	35,868.41	10.3
10-490-3220 MAINTENANCE - BUILDING	18,095.63	51,878.52	74,250.00	22,371.48	69.9
10-490-3221 EV CHARGING STATION - MAINT	.00	2,650.00	14,000.00	11,350.00	18.9
10-490-4200 MEMBERSHIPS	1,752.00	21,986.96	41,000.00	19,013.04	53.6
10-490-4400 PRINTING & BINDING	.00	.00	1,000.00	1,000.00	.0
10-490-4500 POSTAGE & METER	159.57	2,433.04	8,000.00	5,566.96	30.4
10-490-4600 INSURANCE	.00	200,287.35	179,400.00	(20,887.35)	111.6
10-490-4900 OTHER FEES & SERVICES	21,864.39	55,624.21	50,000.00	(5,624.21)	111.3
10-490-5100 SUPPLIES	2,352.75	11,043.73	16,500.00	5,456.27	66.9
10-490-5120 FUEL & MAINTENANCE	1,198.17	2,092.21	6,000.00	3,907.79	34.9
10-490-5200 COMPUTER SOFTWARE	618.44	26,873.76	24,000.00	(2,873.76)	112.0
10-490-6100 OFFICE EQUIPMENT	656.23	5,819.85	21,000.00	15,180.15	27.7
10-490-7750 COPS PAYMENT - 2019 COPS	.00	.00	295,000.00	295,000.00	.0
10-490-7760 COPS INTEREST - 2019 COPS	.00	41,783.00	83,566.00	41,783.00	50.0
10-490-7770 COPS PAYMENT - 2020 COPS	.00	.00	215,000.00	215,000.00	.0
10-490-7780 COPS INTEREST - 2020 COPS	.00	30,416.50	60,833.00	30,416.50	50.0
10-490-8002 STC PUBLIC IMP REIMB-BUILD TAX	.00	119,147.74	575,000.00	455,852.26	20.7
10-490-8003 STC PUBLIC IMP-PERMIT&PLAN CHK	.00	72,562.55	495,000.00	422,437.45	14.7
10-490-8004 STC SALES TAX REV SHARE-LOUISV	.00	36,979.23	65,000.00	28,020.77	56.9
10-490-8112 SYSTEM DEVELOPMENT FEE REBATE	.00	.00	460,000.00	460,000.00	.0
10-490-8530 MARSHALL FIRE - USE TAX REBATE	.00	24,229.67	205,000.00	180,770.33	11.8
10-490-8531 MARSH FIRE-PERMIT&PLAN CK REBT	.00	10,194.73	100,000.00	89,805.27	10.2
10-490-9420 TRANSFER TO CAPITAL IMPRV FUND	.00	.00	3,050,000.00	3,050,000.00	.0
TOTAL NON-DEPARTMENTAL EXPENDITURES	94,607.40	1,051,830.26	7,001,799.00	5,949,968.74	15.0
<u>LIBRARY</u>					
10-491-4140 LIBRARY CONTRIBUTION	.00	452,048.29	417,000.00	(35,048.29)	108.4
TOTAL LIBRARY	.00	452,048.29	417,000.00	(35,048.29)	108.4
TOTAL FUND EXPENDITURES	1,144,321.84	9,401,059.94	24,694,132.00	15,293,072.06	38.1
NET REVENUE OVER EXPENDITURES	722,057.83	3,483,665.65	(1,172,562.00)	(4,656,227.65)	297.1

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

SURA STC PROPERTY TAX REV FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAXES</u>					
22-31-1120	PROPERTY TAXES FOR DEBT SVC	(173,589.75)	4,888,663.18	6,765,000.00	1,876,336.82	72.3
22-31-1200	SPECIFIC OWNERSHIP TAXES	7,608.51	40,495.11	81,000.00	40,504.89	50.0
	TOTAL TAXES	(165,981.24)	4,929,158.29	6,846,000.00	1,916,841.71	72.0
	<u>MISCELLANEOUS REVENUE</u>					
22-36-6100	INTEREST EARNINGS	26.45	293.63	1,000.00	706.37	29.4
	TOTAL MISCELLANEOUS REVENUE	26.45	293.63	1,000.00	706.37	29.4
	TOTAL FUND REVENUE	(165,954.79)	4,929,451.92	6,847,000.00	1,917,548.08	72.0

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

SURA STC PROPERTY TAX REV FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ADMINISTRATION					
22-415-2420	TREASURER'S COLLECTION FEES	(2,571.48)	73,253.98	102,700.00	29,446.02	71.3
22-415-2460	BANK FEES	.00	54.00	100.00	46.00	54.0
22-415-7980	PROP TAX REIMB - DEVELOPER	(97,215.26)	2,579,652.24	3,879,587.00	1,299,934.76	66.5
22-415-7981	PROP TAX REIMB-STC #1 (DEBT)	(31,671.01)	1,020,453.86	1,418,437.00	397,983.14	71.9
22-415-7982	PROP TAX REIMB-STC #2 (DEBT)	(7,375.59)	243,091.37	422,188.00	179,096.63	57.6
22-415-7983	PROP TAX REIMB-STC #3 (DEBT)	(3,655.12)	114,122.14	54,056.00	(60,066.14)	211.1
22-415-7984	PROP TAX REIMB-MOUNT VIEW FIRE	(7,501.09)	198,521.82	249,659.00	51,137.18	79.5
22-415-7985	PROP TAX REIMB - SUPERIOR	(4,711.58)	124,907.77	165,804.00	40,896.23	75.3
22-415-7987	PROP TAX REIMB - BVSD	(2,950.21)	78,107.47	99,812.00	21,704.53	78.3
22-415-7988	PROP TAX REIMB-LOUISVILLE FIRE	(1,452.74)	38,645.19	59,785.00	21,139.81	64.6
22-415-7991	PROP TAX REIMB - STC #1 (OPS)	(2,487.45)	251,538.66	256,043.00	4,504.34	98.2
22-415-7992	PROP TAX REIMB - STC #2 (OPS)	(2,360.94)	63,056.85	113,348.00	50,291.15	55.6
22-415-7993	PROP TAX REIMB - STC #3 (OPS)	(2,002.32)	52,379.50	25,481.00	(26,898.50)	205.6
	TOTAL ADMINISTRATION	(165,954.79)	4,837,784.85	6,847,000.00	2,009,215.15	70.7
	TOTAL FUND EXPENDITURES	(165,954.79)	4,837,784.85	6,847,000.00	2,009,215.15	70.7
	NET REVENUE OVER EXPENDITURES	.00	91,667.07	.00	(91,667.07)	.0

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

OPEN SPACE 2006 DEBT SVC FD

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAXES</u>					
31-31-1300	GENERAL SALES TAX	43,725.76	625,000.00	625,000.00	.00	100.0
31-31-1310	USE TAX--VEHICLE	(10,962.68)	30,000.00	30,000.00	.00	100.0
31-31-1320	USE TAX--BUILDING	.00	5,000.00	5,000.00	.00	100.0
	TOTAL TAXES	32,763.08	660,000.00	660,000.00	.00	100.0
	<u>MISCELLANEOUS REVENUE</u>					
31-36-6100	INTEREST EARNINGS	918.35	7,379.03	5,000.00	(2,379.03)	147.6
	TOTAL MISCELLANEOUS REVENUE	918.35	7,379.03	5,000.00	(2,379.03)	147.6
	TOTAL FUND REVENUE	33,681.43	667,379.03	665,000.00	(2,379.03)	100.4

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

OPEN SPACE 2006 DEBT SVC FD

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPEN SPACE</u>					
31-471-2460 BANK FEES	400.00	400.00	1,000.00	600.00	40.0
31-471-7610 NOTE PRINCIPAL - SERIES 2015	.00	380,000.00	380,000.00	.00	100.0
31-471-7620 NOTE INTEREST - SERIES 2015	.00	8,277.50	12,470.00	4,192.50	66.4
31-471-7820 BOND INTEREST - 2020 BONDS	.00	133,125.00	266,250.00	133,125.00	50.0
TOTAL OPEN SPACE	400.00	521,802.50	659,720.00	137,917.50	79.1
TOTAL FUND EXPENDITURES	400.00	521,802.50	659,720.00	137,917.50	79.1
NET REVENUE OVER EXPENDITURES	33,281.43	145,576.53	5,280.00	(140,296.53)	2757.1

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

2025 CIP DEBT SERVICE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAXES</u>					
36-31-1300	GENERAL SALES TAX	117,590.63	458,453.54	.00	(458,453.54)	.0
36-31-1310	USE TAX--VEHICLE	10,197.48	54,027.55	.00	(54,027.55)	.0
36-31-1320	USE TAX--BUILDING	4,301.01	37,731.14	.00	(37,731.14)	.0
	TOTAL TAXES	132,089.12	550,212.23	.00	(550,212.23)	.0
	<u>MISCELLANEOUS REVENUE</u>					
36-36-6100	INTEREST EARNINGS	1,614.06	3,180.70	.00	(3,180.70)	.0
36-36-6810	BOND PROCEEDS	323,253.10	323,253.10	.00	(323,253.10)	.0
	TOTAL MISCELLANEOUS REVENUE	324,867.16	326,433.80	.00	(326,433.80)	.0
	TOTAL FUND REVENUE	456,956.28	876,646.03	.00	(876,646.03)	.0

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

2025 CIP DEBT SERVICE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>OPEN SPACE</u>					
36-471-2450	BOND ISSUANCE COSTS	323,253.10	323,253.10	.00	(323,253.10)	.0
	TOTAL OPEN SPACE	323,253.10	323,253.10	.00	(323,253.10)	.0
	TOTAL FUND EXPENDITURES	323,253.10	323,253.10	.00	(323,253.10)	.0
	NET REVENUE OVER EXPENDITURES	133,703.18	553,392.93	.00	(553,392.93)	.0

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

CAPITAL IMPROVEMENTS PRGM FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAXES</u>					
42-31-1300	GENERAL SALES TAX	111,991.08	693,265.32	1,358,298.00	665,032.68	51.0
42-31-1310	USE TAX--VEHICLE	9,711.88	60,309.01	122,000.00	61,690.99	49.4
42-31-1320	USE TAX--BUILDING	4,096.22	35,934.44	115,000.00	79,065.56	31.3
	TOTAL TAXES	125,799.18	789,508.77	1,595,298.00	805,789.23	49.5
	<u>MISCELLANEOUS REVENUE</u>					
42-36-6100	INTEREST EARNINGS	4,631.68	33,625.52	9,000.00	(24,625.52)	373.6
42-36-6300	GRANTS	12,556.42	103,127.92	2,019,565.00	1,916,437.08	5.1
42-36-6700	SALE OF ASSETS	.00	.00	5,000.00	5,000.00	.0
42-36-6840	PARK FEE	3,000.00	12,000.00	51,000.00	39,000.00	23.5
42-36-6841	SCHOOL IMPACT FEE	1,470.00	5,880.00	25,000.00	19,120.00	23.5
42-36-6910	TRANSFER FROM GENERAL FUND	.00	.00	3,050,000.00	3,050,000.00	.0
42-36-6973	TRANS FROM MARSHALL FIRE RECOV	.00	.00	860,000.00	860,000.00	.0
	TOTAL MISCELLANEOUS REVENUE	21,658.10	154,633.44	6,019,565.00	5,864,931.56	2.6
	TOTAL FUND REVENUE	147,457.28	944,142.21	7,614,863.00	6,670,720.79	12.4

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

CAPITAL IMPROVEMENTS PRGM FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS & RECREATION</u>					
42-426-3470 MAINTENANCE-FENCE	.00	5,835.92	50,000.00	44,164.08	11.7
42-426-6040 IRRIGATION UPGRADES	.00	165.70	65,000.00	64,834.30	.3
42-426-6290 TREE ENHANCEMENT & CARE	91,552.61	91,582.61	230,000.00	138,417.39	39.8
42-426-6300 VEHICLES	12,395.00	12,395.00	60,000.00	47,605.00	20.7
42-426-6416 COMMUNITY CENTER BLDG MAINT	.00	6,848.35	50,000.00	43,151.65	13.7
42-426-6421 BUILDING-PW/PARKS MAINT & OPER	.00	59,236.19	625,000.00	565,763.81	9.5
42-426-6423 CAPITAL BUILDING MAINT - PARKS	.00	.00	15,000.00	15,000.00	.0
42-426-6492 PLAYGROUND UPDATE	40,908.00	60,734.25	100,000.00	39,265.75	60.7
42-426-6493 PLAYGROUND SHADE STRUCTURES	.00	.00	100,000.00	100,000.00	.0
42-426-6494 XERISCAPING PROJECTS	714.21	92,534.34	75,000.00	(17,534.34)	123.4
42-426-6520 PARK IMPROVEMENTS - SHRUB BED	4,775.00	4,775.00	75,000.00	70,225.00	6.4
42-426-6522 DOG PARK RENOVATIONS	.00	41.12	25,000.00	24,958.88	.2
42-426-6530 PARK IMPROVEMENTS--OTHER	15,350.00	78,126.90	75,000.00	(3,126.90)	104.2
42-426-6533 PARK FURNITURE REPLACEMENT	2,475.00	2,532.87	30,000.00	27,467.13	8.4
42-426-6560 HISTORIC PROJECTS	.00	857.06	35,000.00	34,142.94	2.5
42-426-6989 CULTURAL ARTS AND EVENTS	1,000.00	2,971.96	70,000.00	67,028.04	4.3
TOTAL PARKS & RECREATION	169,169.82	418,637.27	1,680,000.00	1,261,362.73	24.9
<u>PUBLIC WORKS AND UTILITIES</u>					
42-430-6244 TRAFFIC SIGNAL SYSTEM UPGRADES	.00	.00	60,000.00	60,000.00	.0
42-430-6300 VEHICLES	.00	.00	75,000.00	75,000.00	.0
42-430-6421 BUILDING-PW/PARKS MAINT & OPER	.00	59,236.18	625,000.00	565,763.82	9.5
42-430-6599 STREET MAINTENANCE - IN HOUSE	808.06	132,190.00	300,000.00	167,810.00	44.1
42-430-6605 STREET MAINT/REHAB - 2025	.00	362,808.66	2,350,000.00	1,987,191.34	15.4
42-430-6613 ROCK CREEK PARKWAY UNDERPASS	240,517.09	552,603.53	1,050,000.00	497,396.47	52.6
42-430-6645 STREET SEALING SLURRY SEALS	.00	.00	200,000.00	200,000.00	.0
42-430-6650 TRAFFIC CALMING	.00	.00	25,000.00	25,000.00	.0
TOTAL PUBLIC WORKS AND UTILITIES	241,325.15	1,106,838.37	4,685,000.00	3,578,161.63	23.6
<u>NON-DEPARTMENTAL EXPENDITURES</u>					
42-490-6010 SUSTAINABILITY ENHANCEMENTS	.00	.00	50,000.00	50,000.00	.0
42-490-6021 ENHANCED TOWN FACILITY COMM	.00	.00	20,000.00	20,000.00	.0
42-490-6100 SERVER REPLACEMENT	787.50	787.50	50,000.00	49,212.50	1.6
42-490-6140 AV EQUIPMENT IMPROVEMENTS	480.00	5,239.91	20,000.00	14,760.09	26.2
42-490-6402 CAPITAL BUILDING MAINT - OTHER	.00	5,526.55	30,000.00	24,473.45	18.4
42-490-6546 DOWNTOWN SUPERIOR CIVIC SPACE	607,569.14	1,178,916.52	600,000.00	(578,916.52)	196.5
42-490-6991 COMPREHENSIVE PLAN UPDATE	11,731.79	58,293.62	225,000.00	166,706.38	25.9
TOTAL NON-DEPARTMENTAL EXPENDITURES	620,568.43	1,248,764.10	995,000.00	(253,764.10)	125.5
TOTAL FUND EXPENDITURES	1,031,063.40	2,774,239.74	7,360,000.00	4,585,760.26	37.7

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

CAPITAL IMPROVEMENTS PRGM FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	(883,606.12)	(1,830,097.53)	254,863.00	2,084,960.53	(718.1)

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

SMID PUBLIC IMPROVEMENTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAXES</u>					
45-31-1130	PROPERTY TAXES FOR ADMIN EXP	19,159.52	96,314.60	120,000.00	23,685.40	80.3
45-31-1140	PROPERTY TAXES FOR MAINT	84,405.00	423,397.27	534,000.00	110,602.73	79.3
45-31-1200	SPECIFIC OWNERSHIP TAXES	2,312.38	15,706.23	34,000.00	18,293.77	46.2
	TOTAL TAXES	105,876.90	535,418.10	688,000.00	152,581.90	77.8
	<u>INTERGOVERNMENTAL REVENUES</u>					
45-33-3710	HIGHWAY SIGNAL MAINTENANCE FEE	.00	.00	36,696.00	36,696.00	.0
	TOTAL INTERGOVERNMENTAL REVENUES	.00	.00	36,696.00	36,696.00	.0
	<u>MISCELLANEOUS REVENUE</u>					
45-36-6100	INTEREST EARNINGS	7,940.87	41,262.84	73,000.00	31,737.16	56.5
45-36-6300	GRANT REVENUE	.00	.00	500,000.00	500,000.00	.0
	TOTAL MISCELLANEOUS REVENUE	7,940.87	41,262.84	573,000.00	531,737.16	7.2
	TOTAL FUND REVENUE	113,817.77	576,680.94	1,297,696.00	721,015.06	44.4

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

SMID PUBLIC IMPROVEMENTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>ADMINISTRATION</u>					
45-415-2420	TREASURER'S COLLECTION FEES	1,539.88	7,784.67	10,000.00	2,215.33	77.9
45-415-2650	MANAGEMENT SERVICES	15,889.17	95,335.02	190,670.00	95,334.98	50.0
	TOTAL ADMINISTRATION	17,429.05	103,119.69	200,670.00	97,550.31	51.4
	<u>PARKS, RECREATION & OPEN SPACE</u>					
45-426-3140	LANDSCAPE WATER	2,191.47	2,956.73	34,750.00	31,793.27	8.5
45-426-3450	LANDSCAPING	38,706.30	112,701.25	226,500.00	113,798.75	49.8
	TOTAL PARKS, RECREATION & OPEN SPACE	40,897.77	115,657.98	261,250.00	145,592.02	44.3
	<u>TRANSPORTATION</u>					
45-430-2240	TRAFFIC ENGINEERING SERVICES	2,287.15	3,487.15	7,500.00	4,012.85	46.5
45-430-3100	TELEPHONE	183.96	1,103.76	2,000.00	896.24	55.2
45-430-3150	ELECTRICITY	1,493.26	7,804.32	22,500.00	14,695.68	34.7
45-430-3310	MAINTENANCE - STREET & ROAD	.00	.00	4,000.00	4,000.00	.0
45-430-3370	MAINTENANCE - RESERVOIR/PONDS	.00	.00	50,000.00	50,000.00	.0
45-430-3420	SNOW REMOVAL	.00	21,361.24	31,500.00	10,138.76	67.8
45-430-3440	MAINTENANCE - TRAFFIC SIGNAL	.00	14,300.38	35,000.00	20,699.62	40.9
45-430-3460	MAINTENANCE - STREET LIGHT	.00	4,173.09	6,000.00	1,826.91	69.6
45-430-3461	MAINT-STREET LIGHT-TOWN OWNED	.00	.00	10,000.00	10,000.00	.0
45-430-3510	STREET SWEEPING	.00	162.00	1,400.00	1,238.00	11.6
45-430-5130	SIGNAGE & STRIPING	.00	.00	10,000.00	10,000.00	.0
45-430-5620	SNOW REMOVAL - MATERIALS	.00	6,525.04	13,500.00	6,974.96	48.3
45-430-6600	STREET REHABILITATION	.00	119,390.67	900,000.00	780,609.33	13.3
45-430-6627	MARSHALL/MCCASLIN INTERSECTION	.00	.00	1,000,000.00	1,000,000.00	.0
	TOTAL TRANSPORTATION	3,964.37	178,307.65	2,093,400.00	1,915,092.35	8.5
	TOTAL FUND EXPENDITURES	62,291.19	397,085.32	2,555,320.00	2,158,234.68	15.5
	NET REVENUE OVER EXPENDITURES	51,526.58	179,595.62	(1,257,624.00)	(1,437,219.62)	14.3

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

2025 CAPITAL IMPRV PROJECT FD

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MISCELLANEOUS REVENUE					
46-36-6100	INTEREST EARNINGS	39,202.32	39,202.32	.00	(39,202.32)	.0
46-36-6810	BOND PROCEEDS	17,245,146.70	17,245,146.70	.00	(17,245,146.70)	.0
	TOTAL MISCELLANEOUS REVENUE	17,284,349.02	17,284,349.02	.00	(17,284,349.02)	.0
	TOTAL FUND REVENUE	17,284,349.02	17,284,349.02	.00	(17,284,349.02)	.0

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

2025 CAPITAL IMPRV PROJECT FD

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PARKS & RECREATION</u>					
46-426-6843	NORTH POOL RENOVATION	57,417.95	134,321.85	.00	(134,321.85)	.0
46-426-6844	SOUTH POOL RENOVATION	.00	20,000.00	.00	(20,000.00)	.0
	TOTAL PARKS & RECREATION	57,417.95	154,321.85	.00	(154,321.85)	.0
	<u>PUBLIC WORKS AND UTILITIES</u>					
46-430-6614	RCP - INDIANA TO 88TH STREET	199,812.70	279,995.70	.00	(279,995.70)	.0
	TOTAL PUBLIC WORKS AND UTILITIES	199,812.70	279,995.70	.00	(279,995.70)	.0
	TOTAL FUND EXPENDITURES	257,230.65	434,317.55	.00	(434,317.55)	.0
	NET REVENUE OVER EXPENDITURES	17,027,118.37	16,850,031.47	.00	(16,850,031.47)	.0

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CHARGES FOR SERVICES</u>					
50-34-4510 WATER SERVICE FEES	255,133.64	1,221,883.50	2,985,000.00	1,763,116.50	40.9
50-34-4511 IRRIGATION SERVICE FEES	72,026.73	77,847.05	752,500.00	674,652.95	10.4
50-34-4512 TAPPING FEES	150.00	2,850.00	4,000.00	1,150.00	71.3
50-34-4513 UTILITY TRANSFER & LATE FEES	2,425.00	11,070.00	20,000.00	8,930.00	55.4
50-34-4516 METER INSTALLATION FEES	100.00	1,500.00	3,000.00	1,500.00	50.0
50-34-4517 CONSTRUCTION METER FEES	50.00	1,357.65	1,000.00	(357.65)	135.8
50-34-4518 CONSTRUCTION WATER FEES	1,157.52	5,394.11	5,000.00	(394.11)	107.9
50-34-4519 METER FEES	1,075.00	13,785.00	20,000.00	6,215.00	68.9
50-34-4521 BACKFLOW TEST FEES	.00	85.00	2,000.00	1,915.00	4.3
TOTAL CHARGES FOR SERVICES	332,117.89	1,335,772.31	3,792,500.00	2,456,727.69	35.2
<u>MISCELLANEOUS REVENUE</u>					
50-36-6100 INTEREST EARNINGS	72,313.62	404,961.17	689,000.00	284,038.83	58.8
50-36-6300 GRANTS	.00	9,290.00	4,141,250.00	4,131,960.00	.2
50-36-6341 SYSTEM DEVEL FEES (TAP FEES)	59,733.00	1,023,559.00	2,500,000.00	1,476,441.00	40.9
50-36-6344 IRRIG. SYS. DEVEL. (TAP FEES)	.00	.00	25,000.00	25,000.00	.0
50-36-6348 EFFLUENT WATER LEASES	.00	.00	20,000.00	20,000.00	.0
50-36-6500 RENEWABLE ENERGY CREDIT PYMTS	3,250.11	15,083.66	25,000.00	9,916.34	60.3
50-36-6600 OTHER REVENUE	75.00	625.00	5,000.00	4,375.00	12.5
50-36-6700 SALE OF ASSETS	.00	.00	1,000.00	1,000.00	.0
TOTAL MISCELLANEOUS REVENUE	135,371.73	1,453,518.83	7,406,250.00	5,952,731.17	19.6
TOTAL FUND REVENUE	467,489.62	2,789,291.14	11,198,750.00	8,409,458.86	24.9

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
50-415-2100 LEGAL SERVICES - GENERAL	.00	236.83	1,000.00	763.17	23.7
50-415-3100 TELEPHONE	.00	350.60	1,600.00	1,249.40	21.9
50-415-4200 MEMBERSHIPS	.00	.00	1,100.00	1,100.00	.0
50-415-4300 TRAINING	.00	557.56	1,950.00	1,392.44	28.6
50-415-4310 TRAVEL & EXPENSES	.00	148.24	1,500.00	1,351.76	9.9
50-415-4400 PRINTING & BINDING	.00	8,070.50	6,000.00	(2,070.50)	134.5
50-415-4900 OTHER FEES & SERVICES	.00	632.86	3,000.00	2,367.14	21.1
50-415-5100 OFFICE SUPPLIES	144.60	297.72	2,500.00	2,202.28	11.9
50-415-5160 UNIFORMS & SUPPLIES	.00	1,739.33	4,000.00	2,260.67	43.5
50-415-8220 WATER CONSERVATION PROGRAM	1,200.00	14,900.00	33,000.00	18,100.00	45.2
TOTAL ADMINISTRATION	1,344.60	26,933.64	55,650.00	28,716.36	48.4
<u>WATER SUPPLY</u>					
50-450-5510 WATER LEASES	.00	.00	34,500.00	34,500.00	.0
50-450-5520 WINDY GAP CARRIAGE & POWER	.00	169,290.79	325,000.00	155,709.21	52.1
50-450-5530 COLORADO BIG THOMPSON ASSESSMT	.00	.00	124,700.00	124,700.00	.0
50-450-5541 FRICO ASSESSMENTS	.00	470.00	2,000.00	1,530.00	23.5
50-450-5560 C-B/T CARRY-OVER	.00	.00	24,000.00	24,000.00	.0
50-450-5570 WINDY GAP ADMIN/FIXED O&M COST	.00	54,000.00	54,000.00	.00	100.0
50-450-6710 WATER RIGHTS--LEGAL & ENGINEER	2,355.00	6,748.00	33,000.00	26,252.00	20.5
50-450-6750 SOUTHERN WATER SUPPLY PIPELINE	343,330.11	343,330.11	557,000.00	213,669.89	61.6
TOTAL WATER SUPPLY	345,685.11	573,838.90	1,154,200.00	580,361.10	49.7
<u>WATER TREATMENT</u>					
50-451-2370 TREATMENT PLANT OPERATOR	.00	58,120.68	179,000.00	120,879.32	32.5
50-451-2371 TREATMENT PLANT-CHEMICAL TEST	463.20	4,962.83	26,000.00	21,037.17	19.1
50-451-2372 TREATMENT PLANT-ADD'L SERVICES	.00	.00	13,800.00	13,800.00	.0
50-451-2373 STATE PERMIT & CALIBRATION	.00	15,526.75	28,500.00	12,973.25	54.5
50-451-3100 TELEPHONE	314.79	2,248.86	4,700.00	2,451.14	47.9
50-451-3110 UTILITIES	462.26	2,347.06	8,200.00	5,852.94	28.6
50-451-3150 ELECTRICITY	2,575.13	19,821.11	31,000.00	11,178.89	63.9
50-451-3160 NATURAL GAS	166.90	2,750.08	5,400.00	2,649.92	50.9
50-451-3340 REPAIR & MAINT-TREATMENT PLANT	5,191.65	19,485.87	50,000.00	30,514.13	39.0
50-451-3341 PROCESS & INSTRUMENT MAINT	1,096.90	8,439.25	17,500.00	9,060.75	48.2
50-451-3342 MAINTENANCE - UV SYSTEM	.00	.00	26,500.00	26,500.00	.0
50-451-3390 SOLIDS HAULING	.00	.00	50,000.00	50,000.00	.0
50-451-3491 OPER & MAINT-PHOTOVOLTAIC SYS	.00	5,111.55	5,400.00	288.45	94.7
50-451-5140 CHEMICALS	4,184.01	29,353.93	94,000.00	64,646.07	31.2
50-451-5220 TOOLS & SMALL EQUIPMENT	490.90	3,043.27	5,200.00	2,156.73	58.5
50-451-5510 SCADA SOFTWARE	1,700.00	10,200.00	20,500.00	10,300.00	49.8
TOTAL WATER TREATMENT	16,645.74	181,411.24	565,700.00	384,288.76	32.1

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER STORAGE & DISTRIBUTION</u>						
50-452-2210	ENGINEERING SERVICES	10,305.00	18,912.50	50,000.00	31,087.50	37.8
50-452-2390	UTILITY LOCATION SERVICES	.00	647.48	1,600.00	952.52	40.5
50-452-3150	ELECTRICITY	5,473.30	22,194.74	79,800.00	57,605.26	27.8
50-452-3350	REPAIR & MAINT - POTABLE LINES	11,034.99	33,746.26	173,000.00	139,253.74	19.5
50-452-3360	MAINTENANCE - IRRIGATION	3,892.49	21,604.35	68,400.00	46,795.65	31.6
50-452-3370	MAINTENANCE - RESERVOIR/PONDS	.00	2,770.76	19,000.00	16,229.24	14.6
50-452-5610	WATER METERS	.00	43,631.91	75,000.00	31,368.09	58.2
TOTAL WATER STORAGE & DISTRIBUTION		30,705.78	143,508.00	466,800.00	323,292.00	30.7
<u>NON-DEPARTMENTAL EXPENDITURES</u>						
50-490-2400	AUDITING SERVICES	.00	17,784.39	22,500.00	4,715.61	79.0
50-490-2440	UTILITY BILLING FEES	2,291.50	11,413.34	17,000.00	5,586.66	67.1
50-490-2490	INVESTMENT FEES	1,341.11	5,312.21	15,000.00	9,687.79	35.4
50-490-2650	MANAGEMENT SERVICES	38,121.28	228,727.68	457,455.00	228,727.32	50.0
50-490-3220	MAINTENANCE - BUILDING	39.24	235.44	5,000.00	4,764.56	4.7
50-490-4600	INSURANCE	.00	60,812.02	50,500.00	(10,312.02)	120.4
50-490-4800	STUDIES	.00	.00	2,500.00	2,500.00	.0
50-490-5120	FUEL & MAINTENANCE	914.76	5,126.61	20,000.00	14,873.39	25.6
50-490-7730	NOTE PRINCIPAL - 2015 NOTE	.00	.00	6,135,624.00	6,135,624.00	.0
50-490-7740	NOTE INTEREST - 2015 NOTE	.00	59,822.33	119,645.00	59,822.67	50.0
TOTAL NON-DEPARTMENTAL EXPENDITURES		42,707.89	389,234.02	6,845,224.00	6,455,989.98	5.7
<u>UTILITY PROJECTS</u>						
50-499-3340	FILTER MEDIA CLEANING & REPLAC	.00	22,600.62	40,000.00	17,399.38	56.5
50-499-6071	GAC SYSTEM	.00	8,975.00	154,500.00	145,525.00	5.8
50-499-6128	WTP - UV DISINFECTION (DOVE)	1,618.50	1,618.50	.00	(1,618.50)	.0
50-499-6132	WTP CLARIFLOCCULATOR REBUILD	.00	9,730.00	260,000.00	250,270.00	3.7
50-499-6135	REUSE SYSTEM UPGRADES	.00	.00	150,000.00	150,000.00	.0
50-499-6137	SMART METERS	.00	.00	2,250,000.00	2,250,000.00	.0
50-499-6138	WATER MAIN TRANSMISSION LINE	86,570.47	128,961.31	250,000.00	121,038.69	51.6
50-499-6142	WATER PUMPS STATION UPGRADES	11,115.00	13,185.00	300,000.00	286,815.00	4.4
50-499-6146	WTP BUILDING MAINTENANCE	.00	22,994.00	60,000.00	37,006.00	38.3
50-499-6148	WTP SLUDGE DRYING BEDS	60.00	60.00	230,000.00	229,940.00	.0
50-499-6157	POTABLE & IRRIGATION VALVE	4,574.77	4,574.77	70,000.00	65,425.23	6.5
50-499-6159	FIRE HYDRANT REPLACEMENT	13,493.25	14,146.22	25,000.00	10,853.78	56.6
50-499-6271	FRICO PIPELINE MAINTENANCE	2,415.00	2,415.00	.00	(2,415.00)	.0
50-499-6300	VEHICLES	.00	.00	37,500.00	37,500.00	.0
50-499-6421	BUILDING-PW/PARKS MAINT & OPER	.00	118,472.37	1,250,000.00	1,131,527.63	9.5
50-499-6781	WINDY GAP LOAN REPAYMENT	.00	1,435,367.89	1,460,000.00	24,632.11	98.3
TOTAL UTILITY PROJECTS		119,846.99	1,783,100.68	6,537,000.00	4,753,899.32	27.3

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	556,936.11	3,098,026.48	15,624,574.00	12,526,547.52	19.8
NET REVENUE OVER EXPENDITURES	(89,446.49)	(308,735.34)	(4,425,824.00)	(4,117,088.66)	(7.0)

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CHARGES FOR SERVICES</u>					
51-34-4512 TAPPING FEES	150.00	2,175.00	4,000.00	1,825.00	54.4
51-34-4514 SEWER USER FEES	205,054.26	1,172,344.75	2,202,537.00	1,030,192.25	53.2
TOTAL CHARGES FOR SERVICES	205,204.26	1,174,519.75	2,206,537.00	1,032,017.25	53.2
<u>MISCELLANEOUS REVENUE</u>					
51-36-6100 INTEREST EARNINGS	8,736.43	68,468.97	74,000.00	5,531.03	92.5
51-36-6300 GRANTS	.00	.00	3,039,414.00	3,039,414.00	.0
51-36-6341 SYSTEM DEVEL FEES (TAP FEES)	12,291.00	210,608.00	1,900,000.00	1,689,392.00	11.1
51-36-6500 RENEWABLE ENERGY CREDIT PYMTS	2,461.45	12,208.48	26,155.00	13,946.52	46.7
51-36-6600 OTHER REVENUE	.00	4,720.00	1,000.00	(3,720.00)	472.0
51-36-6700 SALE OF ASSETS	.00	.00	500.00	500.00	.0
51-36-6953 TRANSFER FROM OPERATIONS	.00	.00	81,767.00	81,767.00	.0
TOTAL MISCELLANEOUS REVENUE	23,488.88	296,005.45	5,122,836.00	4,826,830.55	5.8
TOTAL FUND REVENUE	228,693.14	1,470,525.20	7,329,373.00	5,858,847.80	20.1

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
51-415-2100 LEGAL SERVICES - GENERAL	.00	236.83	500.00	263.17	47.4
51-415-3100 TELEPHONE	.00	210.36	1,100.00	889.64	19.1
51-415-4200 MEMBERSHIPS	.00	.00	500.00	500.00	.0
51-415-4300 TRAINING	.00	334.54	1,170.00	835.46	28.6
51-415-4310 TRAVEL & EXPENSES	.00	88.94	1,545.00	1,456.06	5.8
51-415-4900 OTHER FEES & SERVICES	.00	382.10	1,700.00	1,317.90	22.5
51-415-5100 OFFICE SUPPLIES	3,569.26	9,267.16	1,500.00	(7,767.16)	617.8
51-415-5160 UNIFORMS & SUPPLIES	.00	1,043.31	3,000.00	1,956.69	34.8
TOTAL ADMINISTRATION	3,569.26	11,563.24	11,015.00	(548.24)	105.0
<u>WASTE WATER COLLECTION</u>					
51-460-2210 ENGINEERING SERVICES	2,890.00	2,890.00	25,000.00	22,110.00	11.6
51-460-2390 UTILITY LOCATION SERVICES	.00	628.46	2,000.00	1,371.54	31.4
51-460-3110 UTILITIES	27.12	158.37	500.00	341.63	31.7
51-460-3150 ELECTRICITY	1,038.82	5,053.53	11,500.00	6,446.47	43.9
51-460-3160 NATURAL GAS	56.90	345.02	1,000.00	654.98	34.5
51-460-3350 MAINTENANCE--UTIL LINES/CHAN'L	16.24	8,014.67	34,500.00	26,485.33	23.2
51-460-3430 MAINTENANCE--LIFT STATION	54.42	491.47	12,000.00	11,508.53	4.1
TOTAL WASTE WATER COLLECTION	4,083.50	17,581.52	86,500.00	68,918.48	20.3
<u>WASTE WATER TREATMENT PLANT</u>					
51-461-2210 ENGINEERING SERVICES	.00	.00	25,000.00	25,000.00	.0
51-461-2370 TREATMENT PLANT OPERATOR	.00	133,623.08	411,000.00	277,376.92	32.5
51-461-2371 TREATMENT PLANT-CHEMICAL TEST	2,300.40	16,919.80	54,000.00	37,080.20	31.3
51-461-2372 TREATMENT PLANT-ADD'L SERVICES	.00	475.60	12,800.00	12,324.40	3.7
51-461-2373 STATE PERMITS	.00	4,492.60	26,000.00	21,507.40	17.3
51-461-3100 TELEPHONE	251.56	1,629.40	3,200.00	1,570.60	50.9
51-461-3110 UTILITIES - WATER	1,497.32	11,321.56	16,000.00	4,678.44	70.8
51-461-3150 ELECTRICITY	12,081.26	59,752.92	175,000.00	115,247.08	34.1
51-461-3160 NATURAL GAS	53.06	5,403.46	19,000.00	13,596.54	28.4
51-461-3340 REPAIR & MAINT-TREATMENT PLANT	9,563.46	50,090.85	94,100.00	44,009.15	53.2
51-461-3341 PROCESS & INSTRUMENT MAINT	.00	10,996.60	13,900.00	2,903.40	79.1
51-461-3355 REPAIRS & MAINT-CENTRIFUGE	.00	1,831.90	.00	(1,831.90)	.0
51-461-3390 SLUDGE HAULING	3,315.24	12,670.73	52,300.00	39,629.27	24.2
51-461-3491 OPER & MAINT-PHOTOVOLTAIC SYS	.00	10,979.93	5,400.00	(5,579.93)	203.3
51-461-5140 CHEMICALS	20,061.91	66,982.87	200,000.00	133,017.13	33.5
51-461-5220 TOOLS & SMALL EQUIPMENT	294.53	931.85	3,200.00	2,268.15	29.1
51-461-5510 SCADA SOFTWARE	1,700.00	10,200.00	21,000.00	10,800.00	48.6
TOTAL WASTE WATER TREATMENT PLANT	51,118.74	398,303.15	1,131,900.00	733,596.85	35.2

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL EXPENDITURES</u>					
51-490-2400 AUDITING SERVICES	.00	10,670.61	13,500.00	2,829.39	79.0
51-490-2440 UTILITY BILLING FEES	926.36	3,118.17	5,000.00	1,881.83	62.4
51-490-2490 INVESTMENT FEES	141.17	559.17	1,600.00	1,040.83	35.0
51-490-2650 MANAGEMENT SERVICES	22,872.77	137,236.62	274,473.00	137,236.38	50.0
51-490-3220 MAINTENANCE - BUILDING	55.84	325.80	2,500.00	2,174.20	13.0
51-490-4600 INSURANCE	.00	36,487.21	28,550.00	(7,937.21)	127.8
51-490-5120 FUEL & ROUTINE MAINTENANCE	548.86	3,075.97	11,500.00	8,424.03	26.8
51-490-7630 LOAN PRINCIPAL - 2020 LOAN	.00	100,480.00	200,960.00	100,480.00	50.0
51-490-7640 LOAN INTEREST - 2020 LOAN	.00	50,350.30	100,701.00	50,350.70	50.0
51-490-7730 NOTE PRINCIPAL - 2015 NOTE	.00	.00	336,171.00	336,171.00	.0
51-490-7740 NOTE INTEREST - 2015 NOTE	.00	3,277.67	6,555.00	3,277.33	50.0
51-490-9530 TRANSFER TO CAPITAL	.00	.00	81,767.00	81,767.00	.0
TOTAL NON-DEPARTMENTAL EXPENDITURES	24,545.00	345,581.52	1,063,277.00	717,695.48	32.5
<u>UTILITY PROJECTS</u>					
51-499-6081 TOWNWIDE COLLECTION SYSTEM VID	.00	.00	40,000.00	40,000.00	.0
51-499-6179 WWTP DISCHARGE REPAIRS	.00	.00	80,000.00	80,000.00	.0
51-499-6195 WWTP SLUDGE DEWATERING	26,970.50	672,865.47	.00	(672,865.47)	.0
51-499-6236 WWTP MISC IMPROVEMENTS	.00	.00	50,000.00	50,000.00	.0
51-499-6237 WWTP BUILDING UPGRADES	.00	5,612.70	80,000.00	74,387.30	7.0
51-499-6239 WWTP BIOLOG. NUTRIENT REMOVAL	470,310.00	1,187,064.42	2,800,000.00	1,612,935.58	42.4
51-499-6279 WWTP PROCESS PUMP MAINTENANCE	.00	39,740.70	.00	(39,740.70)	.0
51-499-6281 WWTP CONTROLS EQUIP UPGRADES	.00	29,315.00	.00	(29,315.00)	.0
51-499-6284 SANIT SEWER MANHOLE&LINE REHAB	6,129.75	6,129.75	75,000.00	68,870.25	8.2
51-499-6300 VEHICLES	.00	.00	22,500.00	22,500.00	.0
51-499-6940 EQ PONDS SLUDGE REMOVAL	116,125.00	116,125.00	500,000.00	383,875.00	23.2
TOTAL UTILITY PROJECTS	619,535.25	2,056,853.04	3,647,500.00	1,590,646.96	56.4
TOTAL FUND EXPENDITURES	702,851.75	2,829,882.47	5,940,192.00	3,110,309.53	47.6
NET REVENUE OVER EXPENDITURES	(474,158.61)	(1,359,357.27)	1,389,181.00	2,748,538.27	(97.9)

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

STORM DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CHARGES FOR SERVICES</u>					
52-34-4515 STORM DRAINAGE FEES	34,055.29	203,349.64	408,000.00	204,650.36	49.8
TOTAL CHARGES FOR SERVICES	34,055.29	203,349.64	408,000.00	204,650.36	49.8
<u>MISCELLANEOUS REVENUE</u>					
52-36-6100 INTEREST EARNINGS	3,031.58	16,122.73	19,000.00	2,877.27	84.9
52-36-6341 SYSTEM DEVEL FEES (TAP FEES)	7,632.00	106,713.03	240,000.00	133,286.97	44.5
52-36-6600 OTHER REVENUE	.00	159,172.50	.00	(159,172.50)	.0
52-36-6700 SALE OF ASSETS	.00	.00	500.00	500.00	.0
TOTAL MISCELLANEOUS REVENUE	10,663.58	282,008.26	259,500.00	(22,508.26)	108.7
TOTAL FUND REVENUE	44,718.87	485,357.90	667,500.00	182,142.10	72.7

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

STORM DRAINAGE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>						
52-415-2100	LEGAL SERVICES - GENERAL	.00	236.84	500.00	263.16	47.4
52-415-2300	PLANNING SERVICES - (KICP)	.00	14,840.00	18,000.00	3,160.00	82.4
52-415-2373	MS4 PERMIT ADMINISTRATION	6,559.10	26,130.21	45,000.00	18,869.79	58.1
52-415-3100	TELEPHONE	.00	140.24	1,000.00	859.76	14.0
52-415-4200	MEMBERSHIPS	.00	.00	1,200.00	1,200.00	.0
52-415-4300	TRAINING	.00	222.98	780.00	557.02	28.6
52-415-4310	TRAVEL & EXPENSES	.00	59.30	1,030.00	970.70	5.8
52-415-4900	OTHER FEES & SERVICES	.00	250.63	1,250.00	999.37	20.1
52-415-5100	OFFICE SUPPLIES	57.82	119.06	2,100.00	1,980.94	5.7
52-415-5160	UNIFORMS & SUPPLIES	.00	688.15	1,500.00	811.85	45.9
	TOTAL ADMINISTRATION	6,616.92	42,687.41	72,360.00	29,672.59	59.0
<u>STORM DRAINAGE</u>						
52-480-2210	ENGINEERING SERVICES	.00	.00	10,000.00	10,000.00	.0
52-480-2390	UTILITY LOCATION SERVICES	.00	628.46	2,000.00	1,371.54	31.4
52-480-3350	REPAIR & MAINT-UTIL'Y CHANNELS	.00	.00	3,000.00	3,000.00	.0
52-480-3370	REPAIR & MAINT-RESERVOIR/PONDS	.00	15,136.97	29,000.00	13,863.03	52.2
52-480-3510	STREET SWEEPING	.00	2,158.00	18,000.00	15,842.00	12.0
52-480-5220	TOOLS & SMALL EQUIPMENT	196.31	621.09	2,000.00	1,378.91	31.1
	TOTAL STORM DRAINAGE	196.31	18,544.52	64,000.00	45,455.48	29.0
<u>NON-DEPARTMENTAL EXPENDITURES</u>						
52-490-2400	AUDITING SERVICES	.00	7,113.75	9,000.00	1,886.25	79.0
52-490-2440	UTILITY BILLING FEES	292.65	984.81	2,000.00	1,015.19	49.2
52-490-2650	MANAGEMENT SERVICES	15,248.51	91,491.06	182,982.00	91,490.94	50.0
52-490-4600	INSURANCE	.00	24,324.81	18,950.00	(5,374.81)	128.4
52-490-5120	FUEL & ROUTINE MAINTENANCE	365.89	2,057.17	6,200.00	4,142.83	33.2
52-490-7730	NOTE PRINCIPAL - 2015 NOTE	.00	.00	238,205.00	238,205.00	.0
52-490-7740	NOTE INTEREST - 2015 NOTE	.00	2,322.50	4,645.00	2,322.50	50.0
	TOTAL NON-DEPARTMENTAL EXPENDITURES	15,907.05	128,294.10	461,982.00	333,687.90	27.8
<u>UTILITY PROJECTS</u>						
52-499-6300	VEHICLES	.00	.00	15,000.00	15,000.00	.0
52-499-6992	RESERVOIR & PONDS MAINTENANCE	.00	96,622.98	150,000.00	53,377.02	64.4
	TOTAL UTILITY PROJECTS	.00	96,622.98	165,000.00	68,377.02	58.6
	TOTAL FUND EXPENDITURES	22,720.28	286,149.01	763,342.00	477,192.99	37.5

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

STORM DRAINAGE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	21,998.59	199,208.89	(95,842.00)	(295,050.89)	207.9

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

TRASH AND RECYCLING FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CHARGES FOR SERVICES</u>					
53-34-4520 TRASH AND RECYCLING USER FEES	31,944.14	139,730.23	245,000.00	105,269.77	57.0
TOTAL CHARGES FOR SERVICES	31,944.14	139,730.23	245,000.00	105,269.77	57.0
TOTAL FUND REVENUE	31,944.14	139,730.23	245,000.00	105,269.77	57.0

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

TRASH AND RECYCLING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TRASH AND RECYCLING</u>					
53-481-3630	TRASH AND RECYCLING	.00	95,780.61	245,000.00	149,219.39	39.1
	TOTAL TRASH AND RECYCLING	.00	95,780.61	245,000.00	149,219.39	39.1
	TOTAL FUND EXPENDITURES	.00	95,780.61	245,000.00	149,219.39	39.1
	NET REVENUE OVER EXPENDITURES	31,944.14	43,949.62	.00	(43,949.62)	.0

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

ORIGINAL TOWN SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
MISCELLANEOUS REVENUE					
54-36-6100 INTEREST EARNINGS	104.17	555.65	.00	(555.65)	.0
TOTAL MISCELLANEOUS REVENUE	104.17	555.65	.00	(555.65)	.0
TOTAL FUND REVENUE	104.17	555.65	.00	(555.65)	.0
NET REVENUE OVER EXPENDITURES	104.17	555.65	.00	(555.65)	.0

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MISCELLANEOUS REVENUE					
70-36-6100	INTEREST EARNINGS	818.77	4,710.81	3,500.00	(1,210.81)	134.6
70-36-6310	CONSERVATION TRUST FUNDS	35,613.87	73,440.83	160,000.00	86,559.17	45.9
	TOTAL MISCELLANEOUS REVENUE	36,432.64	78,151.64	163,500.00	85,348.36	47.8
	TOTAL FUND REVENUE	36,432.64	78,151.64	163,500.00	85,348.36	47.8

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PARKS & RECREATION</u>					
70-426-3480	POOLS REPAIRS AND IMPROVEMENTS	9,579.08	39,554.29	250,000.00	210,445.71	15.8
70-426-6290	TREE, PLANT AND SHRUB ENHANCE	26.91	19,938.86	80,000.00	60,061.14	24.9
	TOTAL PARKS & RECREATION	9,605.99	59,493.15	330,000.00	270,506.85	18.0
	TOTAL FUND EXPENDITURES	9,605.99	59,493.15	330,000.00	270,506.85	18.0
	NET REVENUE OVER EXPENDITURES	26,826.65	18,658.49	(166,500.00)	(185,158.49)	11.2

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

OPEN SPACE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAXES</u>					
71-31-1300	GENERAL SALES TAX	68,265.32	68,265.32	733,298.00	665,032.68	9.3
71-31-1310	USE TAX--VEHICLE	20,674.57	30,309.02	92,000.00	61,690.98	32.9
71-31-1320	USE TAX--BUILDING	4,096.22	30,934.44	110,000.00	79,065.56	28.1
	TOTAL TAXES	93,036.11	129,508.78	935,298.00	805,789.22	13.9
	<u>MISCELLANEOUS REVENUE</u>					
71-36-6100	INTEREST EARNINGS	166.28	2,152.63	2,000.00	(152.63)	107.6
71-36-6210	LEASE REVENUE	1,765.18	10,591.08	21,594.00	11,002.92	49.1
71-36-6300	GRANTS	.00	46,250.00	.00	(46,250.00)	.0
	TOTAL MISCELLANEOUS REVENUE	1,931.46	58,993.71	23,594.00	(35,399.71)	250.0
	TOTAL FUND REVENUE	94,967.57	188,502.49	958,892.00	770,389.51	19.7

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

OPEN SPACE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPEN SPACE</u>					
71-471-1010 REGULAR SALARIES	5,369.72	30,690.55	60,770.00	30,079.45	50.5
71-471-1040 PART-TIME SALARIES	5,781.67	5,781.67	.00	(5,781.67)	.0
71-471-1060 OVERTIME	.00	.00	500.00	500.00	.0
71-471-1300 PAYROLL COSTS (BENEFITS)	1,892.89	13,433.90	27,524.00	14,090.10	48.8
71-471-1400 EMPLOYER CONTRIBUTION - FICA	565.16	949.89	888.00	(61.89)	107.0
71-471-2650 MANAGEMENT SERVICES	1,953.86	11,723.16	23,446.00	11,722.84	50.0
71-471-3140 WATER	1,957.16	2,018.92	27,000.00	24,981.08	7.5
71-471-3450 MAINTENANCE - LANDSCAPE	17,465.10	98,958.06	375,000.00	276,041.94	26.4
71-471-3470 MAINTENANCE - FENCE	.00	.00	50,000.00	50,000.00	.0
71-471-4122 OPEN SPACE COORDINATION	1,994.15	6,131.42	20,000.00	13,868.58	30.7
71-471-6581 PARKING LOT IMPROVEMENTS	.00	.00	20,000.00	20,000.00	.0
71-471-6907 COYOTE RIDGE TRAILHEAD&WAYFIND	4,640.00	11,762.50	.00	(11,762.50)	.0
71-471-6912 MASTER PLAN IMPLEMENTATION	948.85	12,355.50	50,000.00	37,644.50	24.7
71-471-6913 OPEN SPACE FUELS MITIGATION	.00	96,050.00	.00	(96,050.00)	.0
TOTAL OPEN SPACE	42,568.56	289,855.57	655,128.00	365,272.43	44.2
TOTAL FUND EXPENDITURES	42,568.56	289,855.57	655,128.00	365,272.43	44.2
NET REVENUE OVER EXPENDITURES	52,399.01	(101,353.08)	303,764.00	405,117.08	(33.4)

TOWN OF SUPERIOR
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

CLASS ONE LANDSCAPE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CHARGES FOR SERVICES</u>					
72-34-4710 LANDSCAPE MAINTENANCE FEES	184,800.93	1,095,200.82	2,118,771.00	1,023,570.18	51.7
TOTAL CHARGES FOR SERVICES	184,800.93	1,095,200.82	2,118,771.00	1,023,570.18	51.7
<u>MISCELLANEOUS REVENUE</u>					
72-36-6100 INTEREST EARNINGS	1,376.84	6,223.84	17,000.00	10,776.16	36.6
72-36-6600 OTHER REVENUE	.00	10,834.00	.00	(10,834.00)	.0
TOTAL MISCELLANEOUS REVENUE	1,376.84	17,057.84	17,000.00	(57.84)	100.3
TOTAL FUND REVENUE	186,177.77	1,112,258.66	2,135,771.00	1,023,512.34	52.1

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

CLASS ONE LANDSCAPE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS & RECREATION</u>					
72-426-2440 UTILITY BILLING FEES	1,365.02	4,595.05	7,000.00	2,404.95	65.6
72-426-2630 MOSQUITO CONTROL	5,999.60	5,999.60	30,900.00	24,900.40	19.4
72-426-2650 MANAGEMENT SERVICES	25,400.22	152,401.32	304,803.00	152,401.68	50.0
72-426-3140 WATER	23,571.40	25,261.37	404,188.00	378,926.63	6.3
72-426-3150 ELECTRICITY	3,376.39	16,260.05	25,750.00	9,489.95	63.2
72-426-3290 MAINTENANCE - TRAILS	.00	8,101.54	49,500.00	41,398.46	16.4
72-426-3320 MAINTENANCE - PLAYGROUND	.00	10,993.81	16,500.00	5,506.19	66.6
72-426-3370 MAINTENANCE - RESERVOIR/PONDS	6.91	1,830.80	55,500.00	53,669.20	3.3
72-426-3450 MAINTENANCE - LANDSCAPE	86,033.76	570,555.40	1,226,000.00	655,444.60	46.5
72-426-4900 OTHER FEES & SERVICES	.00	.00	2,000.00	2,000.00	.0
72-426-6080 DRAINAGE IMPROVEMENTS	.00	9,100.00	5,000.00	(4,100.00)	182.0
72-426-8230 WILDLIFE & VEGETATION MGMT	.00	1,310.79	7,750.00	6,439.21	16.9
TOTAL PARKS & RECREATION	145,753.30	806,409.73	2,134,891.00	1,328,481.27	37.8
TOTAL FUND EXPENDITURES	145,753.30	806,409.73	2,134,891.00	1,328,481.27	37.8
NET REVENUE OVER EXPENDITURES	40,424.47	305,848.93	880.00	(304,968.93)	34755.

TOWN OF SUPERIOR
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2025

MARSHALL FIRE RECOVERY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>NON-DEPARTMENTAL EXPENDITURES</u>					
73-490-9420 TRANSFER TO CAPITAL IMPRV FUND	.00	.00	860,000.00	860,000.00	.0
TOTAL NON-DEPARTMENTAL EXPENDITURES	.00	.00	860,000.00	860,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	860,000.00	860,000.00	.0
NET REVENUE OVER EXPENDITURES	67,925.31	426,005.04	.00	(426,005.04)	.0



Item Number 8

Information for Meeting of the Superior Town Council

Agenda Item Name: Resolution – Amending 2025 Town Budget

Meeting Date: August 25, 2025

Presented by: Matt Magley, Town Manager
Jeff Stone, Finance Director

Presented for: Discussion and Action

BACKGROUND

The original 2025 total Town budget is \$36,938,871, with individual appropriations for General, Conservation Trust, Landscape Fee, Open Space, Open Space Debt Service, Capital Improvement, Marshall Fire Recovery, and Trash and Recycling funds. The 2025 budget was approved before the November 2024 Sales Tax Ballot Measure was approved by Superior voters. With this approval, a 2025 budget amendment is needed in the Town's new 2025 Capital Improvement and 2025 Capital Improvement Debt funds.

A \$3,750,000 budget amendment is needed in the 2025 Capital Improvement (CIP) fund as follows:

- \$350,000 – Rock Creek Parkway – Indiana to 88th Street
- \$100,000 – Rock Creek Parkway – Honey Creek to Coalton
- \$2,330,000 – North Pool Renovation (Design and start construction)
- \$270,000 – South Pool Renovation (Design)
- \$700,000 – Community Park Playground

The 2025 Capital Improvement (CIP) Debt service fund budget amendment (\$1,222,401) is needed to cover the bond issuance costs (\$330,000), bond principal (\$490,000) and interest (\$400,401) payments, and bank and paying agent fees.

The expenses will be covered by the bond proceeds issued for the 2025 Capital Improvement funds and sales and use tax revenues for the debt payments.

A summary of the proposed Town budget following this amendment is noted below:

<u>Fund</u>	<u>Current Appropriation</u>	<u>Amended Appropriation</u>	<u>Increase</u>
General	\$24,694,132	\$24,694,132	\$-
Conservation Trust	330,000	330,000	-
Landscape Fee	2,134,891	2,134,891	-
Open Space	655,128	655,128	-
Open Space Debt Service	659,720	659,720	-
Capital Improvements	7,360,000	7,360,000	-
2025 Capital Improvements	-	3,750,000	3,750,000
2025 CIP Debt Service	-	1,222,401	1,222,401
Marshall Fire Recovery	860,000	860,000	-
Trash and Recycling	245,000	245,000	-
Total	\$36,938,871	\$41,911,272	\$4,972,401

RECOMMENDED ACTION

Approval of a Town budget amendment, ensuring that operations are within budget, as required by State law.

BUDGET IMPLICATIONS

Budget increases as follows:

- 2025 Capital Improvements, \$3,750,000
- 2025 Capital Improvement Debt Service, \$1,222,401

Fund sources include (1) bond proceeds, and (2) new sales and use tax revenues.

MOTION

Motion to approve a Resolution amending the 2025 Town of Superior budget.

ATTACHMENTS

- Resolution

**TOWN OF SUPERIOR
RESOLUTION NO. R-57
SERIES 2025**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR
APPROVING A SUPPLEMENTAL BUDGET AND APPROPRIATIONS FOR
2025**

WHEREAS, the Town has received revenues or has unappropriated fund balances which were not anticipated at the time the budget for 2025 was adopted by the Town;

WHEREAS, the Town must adopt a supplemental budget for appropriation of such funds;

WHEREAS, pursuant to Section 8.05 of the Town of Superior Home Rule Charter, the Town Council may adopt a budget by resolution; and

WHEREAS, a properly-noticed public hearing was held on August 25th, 2025, and interested taxpayers were given the opportunity to file or register any objections to this supplemental 2025 budget.

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

Section 1. The supplemental 2025 budget for the Town is \$41,911,272, as set forth below:

<u>Fund</u>	<u>Current Appropriation</u>	<u>Amended Appropriation</u>	<u>Increase</u>
General	\$24,694,132	\$24,691,132	\$-
Conservation Trust	330,000	330,000	-
Landscape Fee	2,134,891	2,134,891	-
Open Space	655,128	655,128	-
Open Space Debt Serv.	659,720	659,720	-
Capital Improvements	7,360,000	7,360,000	-
2025 Cap. Improvements	-	3,750,000	3,750,000
2025 CIP Debt Service	-	1,222,401	1,222,401
Marshall Fire Recovery	860,000	860,000	-
Trash and Recycling	245,000	245,000	-
Total	\$36,938,871	\$41,911,272	\$4,972,401

Section 2. The supplemental 2025 budget set forth in Section 1 hereof is hereby approved and adopted as the budget of the Town for 2025.

Section 3. For the Town for 2025, the above sums are hereby appropriated from the revenue of each fund, to each fund, for the purposes stated.

ADOPTED this ____ of _____, 2025.

Mark Lacis, Mayor

ATTEST:

Shannon Dujardin, Town Clerk



Item Number: 10

Information for Meeting of the Superior Town Council

Agenda Item Name: **Community Park Playground Design**

Meeting Date: **August 25, 2025**

Presented by: **Jordan Hayes, PROS Project Manager**
 Josh Anzulewicz, A to Z Recreation
 Leslie Clark, PROS Director

Presented for: **Action**

BACKGROUND

The playground at Community Park is aging and is need of a full renovation to meet current ADA and safety considerations. A Request for Bids (RFB) was solicited by the Town for design and construction of a newly renovated playground for Community Park in April of 2025. The top three firms were interviewed, and A to Z Recreation was recommended by staff, and the design/build agreement was approved at the May 27th Council Meeting. The project budget is \$1,250,000, funded through the Sales Tax Bond revenues.

The 17,000-square-foot play area will be renovated to include new, fun, and inclusive play equipment and poured-in-place surfacing, while also vastly improving ADA accessibility and overall safety for ages 2-12. Community input on the design for the playground was conducted through the June and July Parks and Recreation Advisory Committee Meetings, at the June Grand Opening of the Civic Space and Summer Market, and at the July 4th Celebration. Public input was enthusiastically in support of the overall design with an emphasis on maximizing shade, swings, and climbing opportunities, and accessibility components.

SCHEDULE FOR RENOVATION

August 2025	Design Approval/Update Council/Order Equipment
February 2026	Pre-Construction Meeting
March 2026	Demo/Site Prep/Install Equipment
April 202	Install Pour-in-Place Surfacing/ Project Completion

RECOMMENDATION

Recommend approval of the Community Park Playground Design for new playground equipment and pour-in-place safety surfacing, improving accessibility, safety, and overall increase in play opportunities.

MOTION

Motion to approve the final design for the renovation of Community Park Playground.

ATTACHEMENTS

- Attachment 1 – Playground Final Design
- Attachment 2 – Public Engagement

COLOR KEY

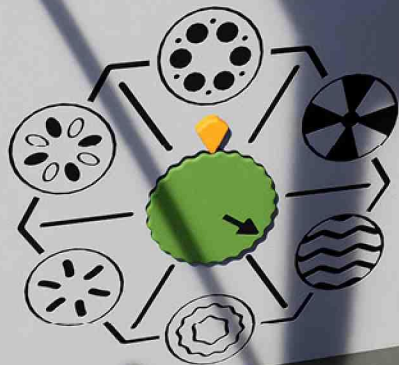
- REDWOOD
- AQUA
- OLIVE
- ORANGE
- GRAY
- OLIVE/BLACK
- ORANGE/BLACK
- GRAY/BLACK







FIND THE SPINNERS!
CAN YOU FIND THESE SPINNERS
AROUND THE PLAYGROUND?



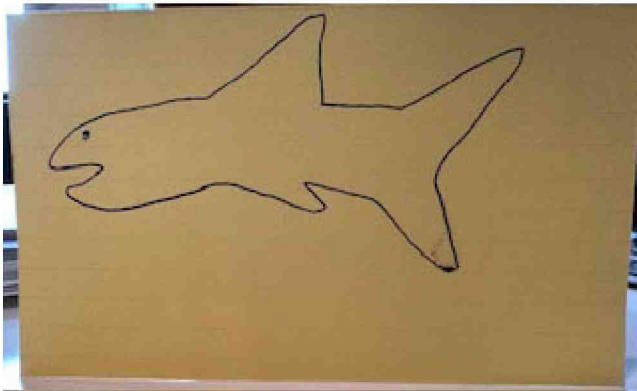


Community Park Playground Renovation Public Engagement

June 18, 2025 - Civic Space Grand Opening/Summer Market/PARC Meeting

Received 12 comment cards:

- Please include a **climbing feature** for kids 8-12 years old. Natural looking rock features are super fun for kids.
- **Roller slide**
- **Scavenger hunt**
- **Spinami spinner** [drawing included], **seating under play features**.
- We love the design! The **shade** is great and we love how **inclusive and accessible** it is.
- Needs **adult workout stations!**
- **Track ride. Xylophone.**
- Add **water feature**
- **Organic feel/variation** by age & activities. (Boston Public Library, N. Boulder Library, Lafayette Chicken Coup Theme.)
- I love that there is more **shade**, but would love to see some **big trees planted inside the park & along the perimeter**.
- Need a new park (includes drawing of map - elsewhere near purple park – “no swings”



Community Park Playground Renovation Public Engagement

July 4, 2025 – July 4th Event

Comment Cards:

- **More seating**/picnic tables
- Stairs from Rock Creek Circle to Comm. Park – currently no access
- **Trees** on the south side of park for **shade**
- **U-shaped slide**
- **Sandbox** area
- **double standing swings** for older kids
- **Trees** for **shade**, **don't lose the swings**; include **all ages 1+**
- a **zipline**, a fire pole, monkey bars, obstacle course, **water feature**, **shade**, trampoline, bench, swings, big slides
- We need: Water fountain, splash pad, **water feature**, obstacle course, trampoline, monkey bars, swings, rock wall
- any **water-related features**? Water pad, sprinklers, fountain
- Yay **shade**! Please include **zipline**, fire pole, and monkey bars
- **Shade** and **water feature**
- **Age designated play areas; shade shade shade**
- more big kid friendly – bigger and higher, 4 swings, **zipline**
- **benches** around the play area, not just one communal area
- less little kid stuff; teens are at the park a lot, too similar to purple park, **ziplines**- that's the best part; more swings – taller; make things taller – it sucks when you can't participate; merry-go-round spinning thing; you've just combines two parks – wildflower and purple park
- **water bottle refill; monkey bars, dog water station**
- make the park so everyone can use it, so make slides bigger and roofs taller
- **shade trees**
- make one end of the **zipline** higher so it works better
- **wheelchair swing; scavenger hunt**
- can never have enough **shade** in Colorado
- **splash pad** would be amazing
- Must have **zipline**
- the designs in the pics look perfect!

COLOR KEY

- REDWOOD
- AQUA
- OLIVE
- ORANGE
- GRAY
- OLIVE/BLACK
- ORANGE/BLACK
- GRAY/BLACK







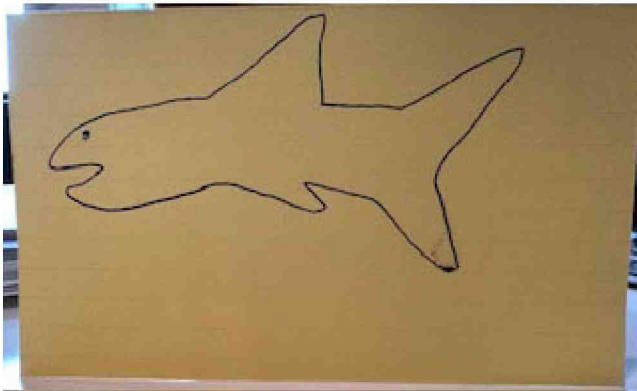


Community Park Playground Renovation Public Engagement

June 18, 2025 - Civic Space Grand Opening/Summer Market/PARC Meeting

Received 12 comment cards:

- Please include a **climbing feature** for kids 8-12 years old. Natural looking rock features are super fun for kids.
- **Roller slide**
- **Scavenger hunt**
- **Spinami spinner** [drawing included], **seating under play features**.
- We love the design! The **shade** is great and we love how **inclusive and accessible** it is.
- Needs **adult workout stations!**
- **Track ride. Xylophone.**
- Add **water feature**
- **Organic feel/variation** by age & activities. (Boston Public Library, N. Boulder Library, Lafayette Chicken Coup Theme.)
- I love that there is more **shade**, but would love to see some **big trees planted inside the park & along the perimeter**.
- Need a new park (includes drawing of map - elsewhere near purple park – “no swings”



Community Park Playground Renovation Public Engagement

July 4, 2025 – July 4th Event

Comment Cards:

- **More seating**/picnic tables
- Stairs from Rock Creek Circle to Comm. Park – currently no access
- **Trees** on the south side of park for **shade**
- **U-shaped slide**
- **Sandbox** area
- **double standing swings** for older kids
- **Trees** for **shade**, **don't lose the swings**; include **all ages 1+**
- a **zipline**, a fire pole, monkey bars, obstacle course, **water feature**, **shade**, trampoline, bench, swings, big slides
- We need: Water fountain, splash pad, **water feature**, obstacle course, trampoline, monkey bars, swings, rock wall
- any **water-related features**? Water pad, sprinklers, fountain
- Yay **shade**! Please include **zipline**, fire pole, and monkey bars
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COLOR KEY

- REDWOOD
- AQUA
- OLIVE
- ORANGE
- GRAY
- OLIVE/BLACK
- ORANGE/BLACK
- GRAY/BLACK









DESIGN SUMMARY

AtoZ Recreation is very pleased to present this Proposal for consideration for the Community Park Playground Design an located in Superior. BCI Burke Company, LLC has been providing recreational playground equipment for over 100 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of Town Of Superior. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

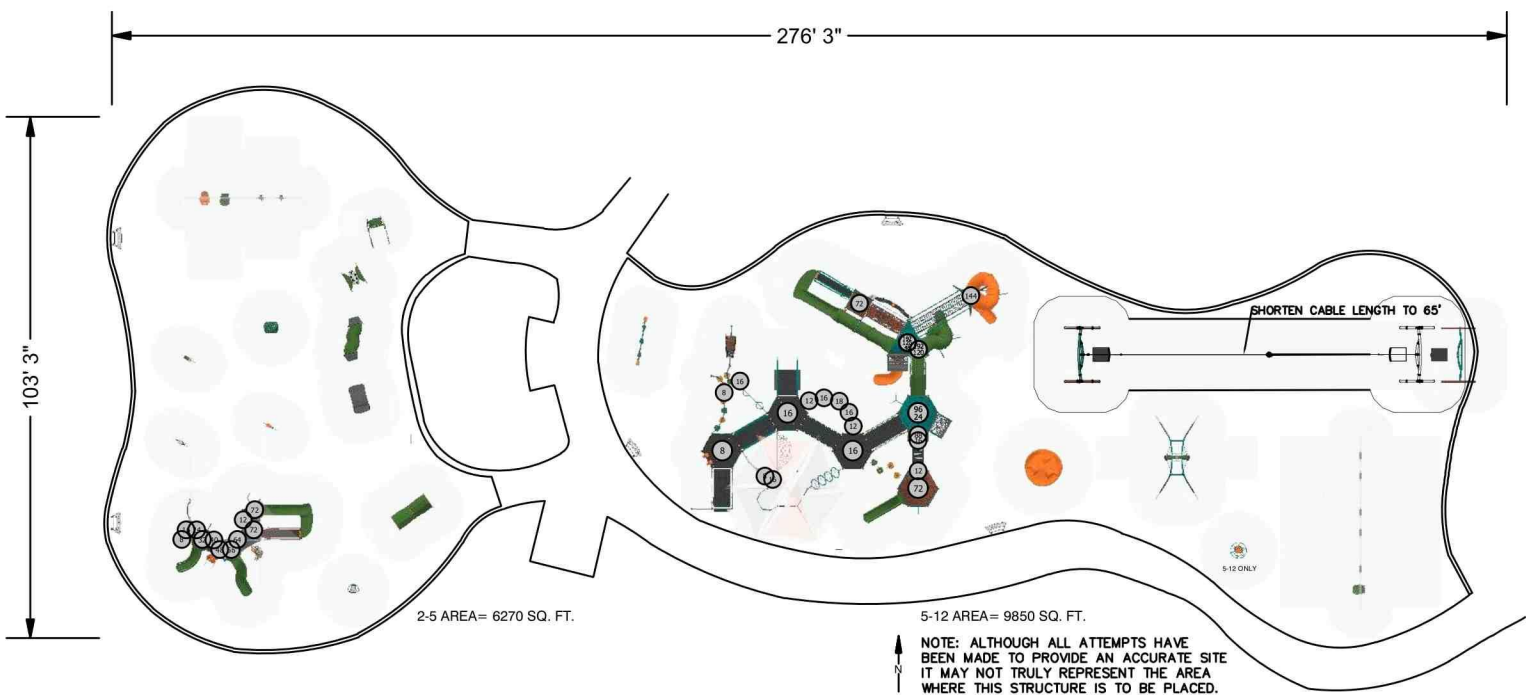
The following is a summary of some of the key elements of our Proposal:

- Project Name: Community Park Playground Design an
- Project Number: 136-200543-3
- User Capacity: 478
- Age Groups: 5 to 12, 2 to 5, 2 to 12
- Dimensions: 282' 4" x 103' 3"
- Designer: Brittany Murphy

AtoZ Recreation has developed a custom playground configuration based on the requirements as they have been presented for the Community Park Playground Design an playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 136-200543-3 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Community Park Playground Design an project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.



SERIES Burke Basics | Nucleus | Intensity | ShadePlay Max

Community Park Playground Design an

Superior, CO 80027

SITE PLAN VIEW

08/06/2025

AtoZ Recreation

136-200543-3

Designer: Brittany Murphy

OVERALL BOUNDING OF USE ZONES

Area: 28520.9 sq.ft.
Perimeter: 759 ft.

STRUCTURE SIZE 3' 3"x276' 3"

POST SIZE(S)

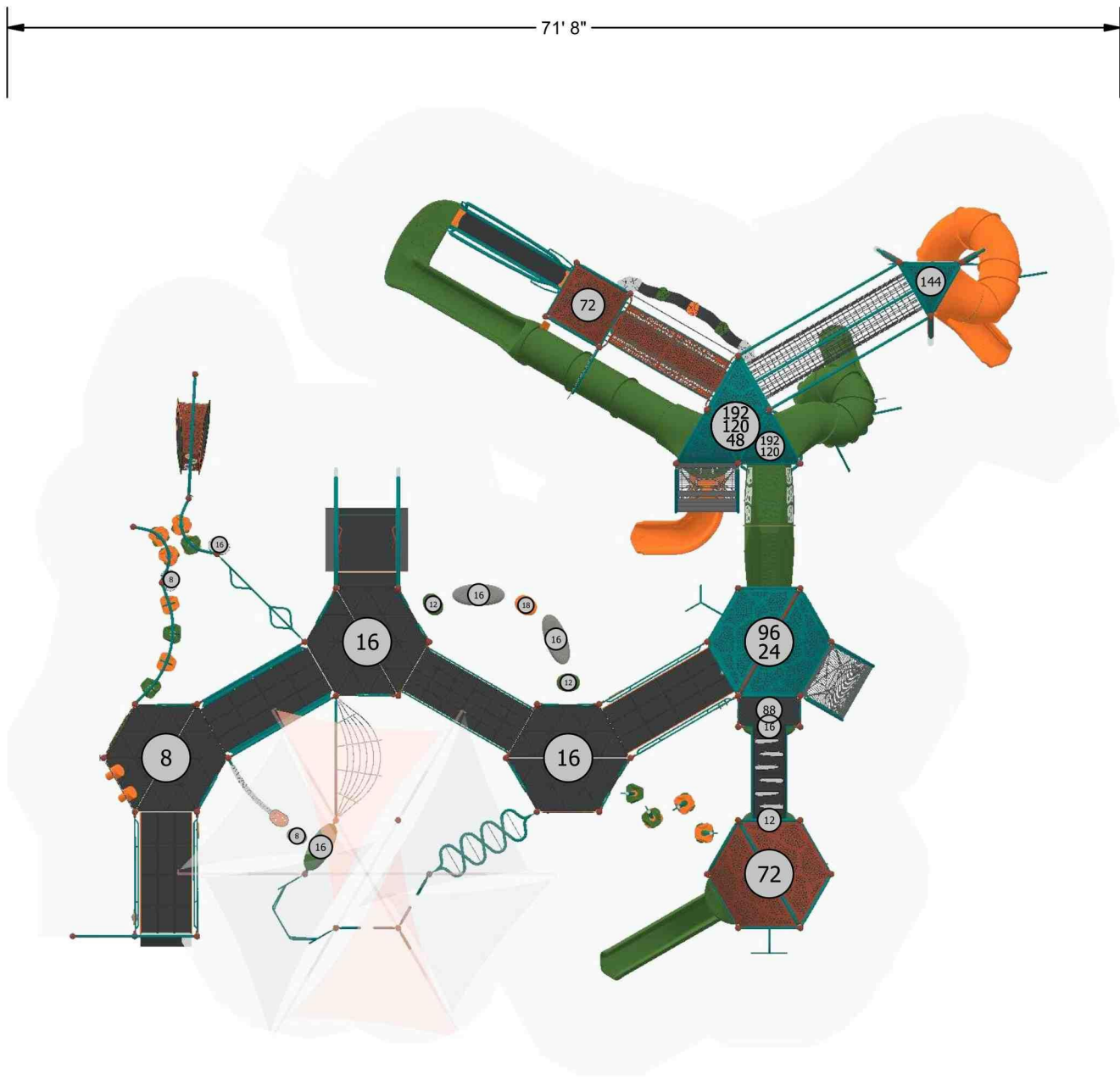
**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
117	56 / 28	26 / 14	19 / 14	46 / 19	12 / 5

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.



SERIES Nucleus | Intensity | Burke Basics

GROUP:
5-12 Structure

DESIGNED FOR AGES:
5 to 12

Community Park Playground Design an
Superior, CO 80027

Burke
PLAY THAT MOVES YOU

SITE PLAN VIEW

08/06/2025

AtoZ Recreation
136-200543-3

Designer: Brittany Murphy

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCI@BURKE.COM

OVERALL BOUNDING OF USE ZONES **The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

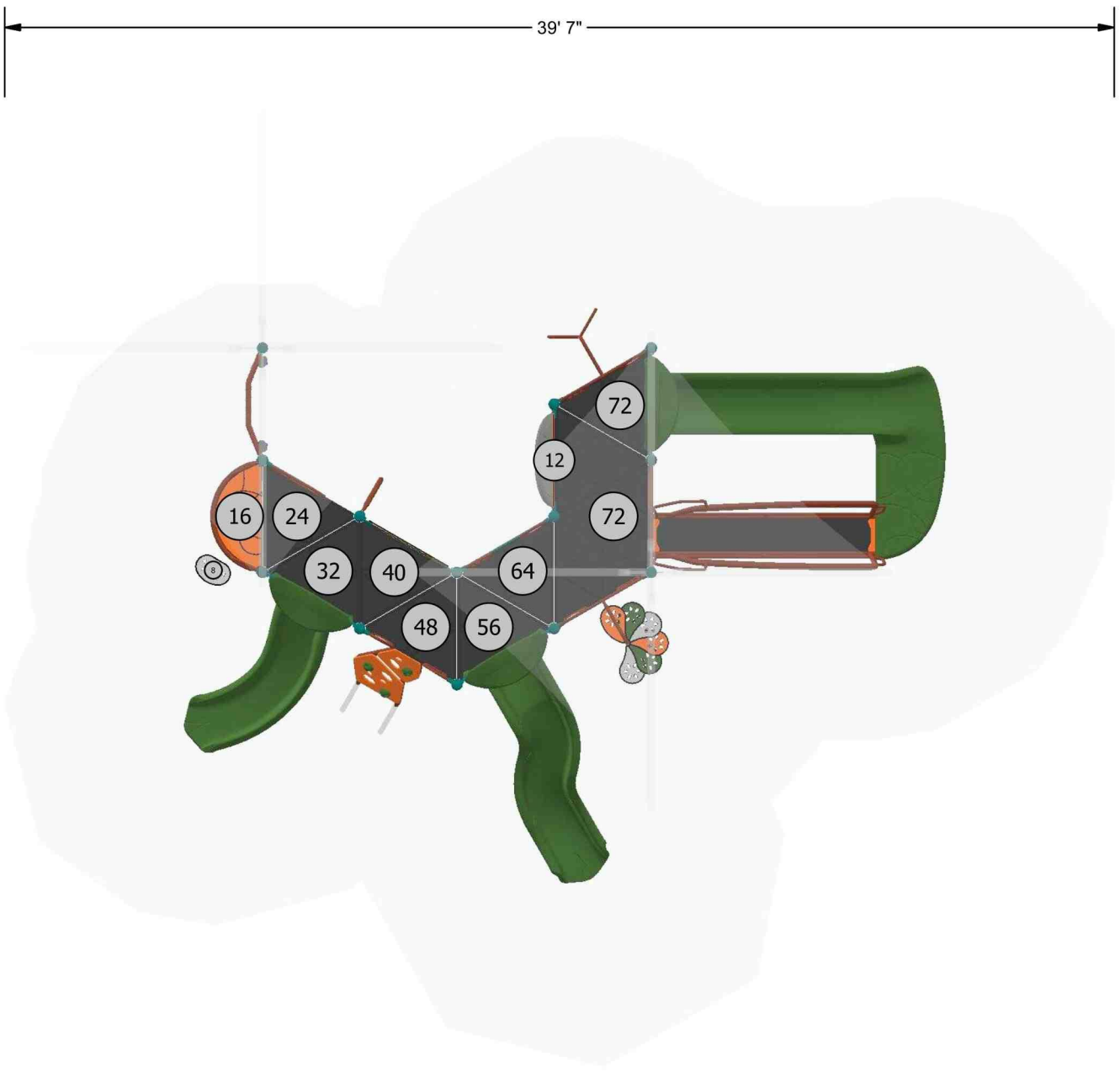
Area: 28520.9 sq.ft.
Perimeter: 759 ft.

STRUCTURE SIZE 3' 3"x276' 3"
POST SIZE (S):

PLAYGROUND ACCESSIBILITY (Provided/Required)					
TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
117	56 / 28	26 / 14	19 / 14	46 / 19	12 / 5

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.



39' 7"

34' 3"

SERIES Nucleus | Intensity | Burke Basics

SITE PLAN VIEW

GROUP:
2-5 Structure

DESIGNED FOR AGES:
2 to 5

Community Park Playground Design and Construction
Superior, CO 80027

Burke
PLAY THAT MOVES YOU

AtoZ Recreation
136-200543-3

Designer: Brittany Murphy

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCI@BURKE.COM

OVERALL BOUNDING OF USE ZONES **The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

Area: 28520.9 sq.ft.
Perimeter: 759 ft.

STRUCTURE SIZE 3' 3"x276' 3"

POST SIZE(S)

PLAYGROUND ACCESSIBILITY (Provided/Required)					
TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
117	56 / 28	26 / 14	19 / 14	46 / 19	12 / 5

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.



Overall
Max Height
24' 3"

10' 0"
Maximum
Fall Height

SERIES Burke Basics | Nucleus | Intensity | ShadePlay Max

GROUP:

5-12 Structure|2-5 Structure|Freestanding

Community Park Playground Design and

Superior, CO 80027

ELEVATION VIEW

08/06/2025

Atoz Recreation

136-200543-3

Designer: Brittany Murphy

DESIGNED FOR AGES:

5 to 12, 2 to 5, 2 to 12

Burke
PLAY THAT MOVES YOU

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCI@BURKE.COM

Overall
Max Height
24' 3"



Height
Fall
Maximum
8' 0"

SERIES Nucleus | Intensity | Burke Basics

GROUP:

5-12 Structure

DESIGNED FOR AGES:

5 to 12

ELEVATION VIEW

Community Park Playground Design and

Superior, CO 80027

Burke
PLAY THAT MOVES YOU

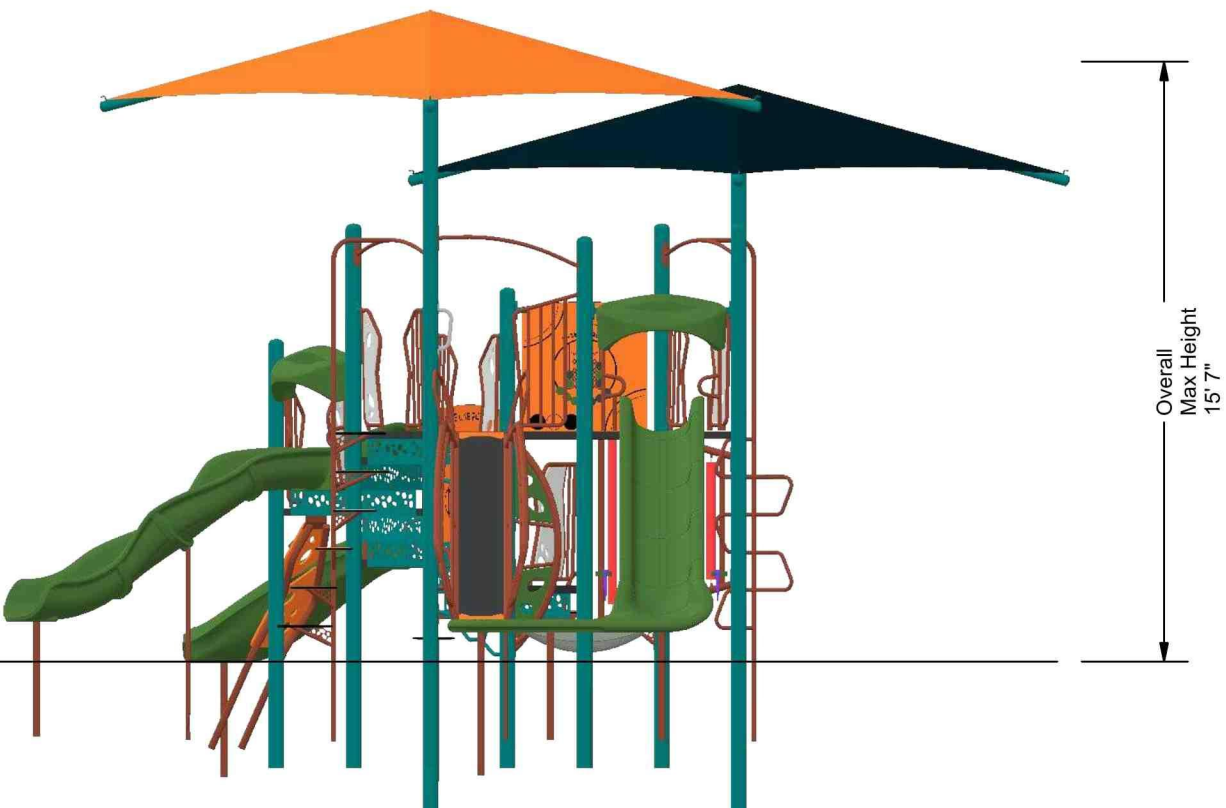
08/06/2025

AtoZ Recreation

136-200543-3

Designer: Brittany Murphy

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCI@BURKE.COM



Overall
Max Height
15' 7"

6' 9"
Fall Height
Maximum

SERIES Nucleus | Intensity | Burke Basics

GROUP:

2-5 Structure

DESIGNED FOR AGES:

2 to 5

ELEVATION VIEW

Community Park Playground Design and

Superior, CO 80027

Burke
PLAY THAT MOVES YOU.

08/06/2025

AtoZ Recreation

136-200543-3

Designer: Brittany Murphy

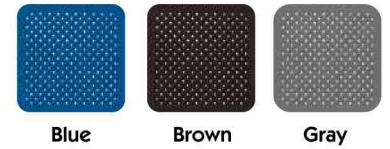
BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCI@BURKE.COM

COLORS THAT MOVE YOU

POWDER COAT PAINT



PLATFORMS



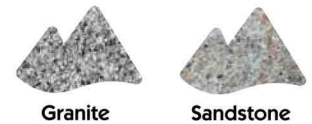
SOLIS HUE TOPPERS



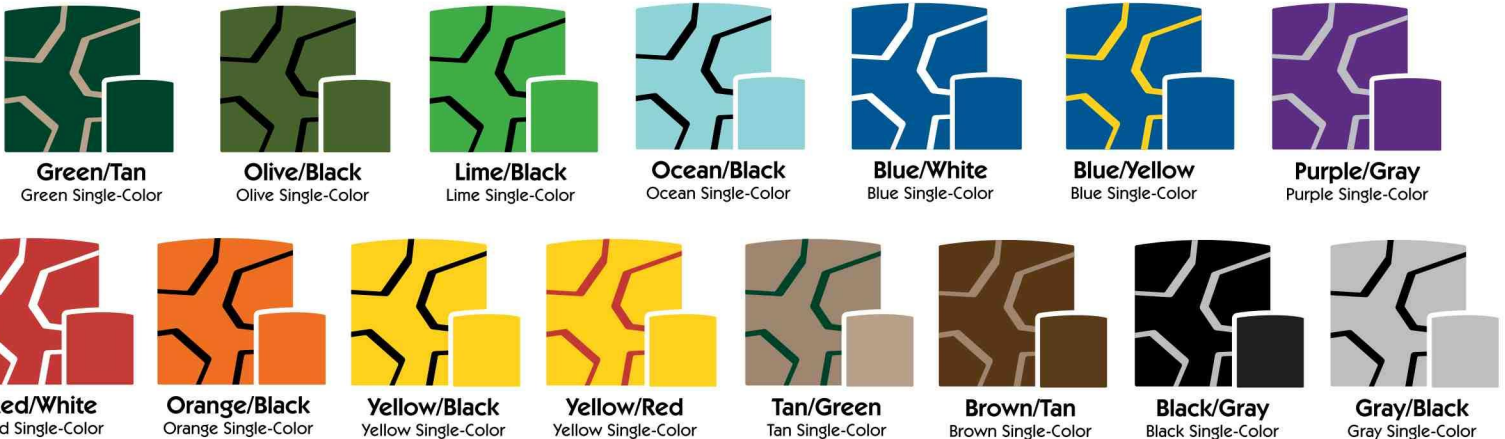
TRADITIONAL SERIES SITE AMENITIES



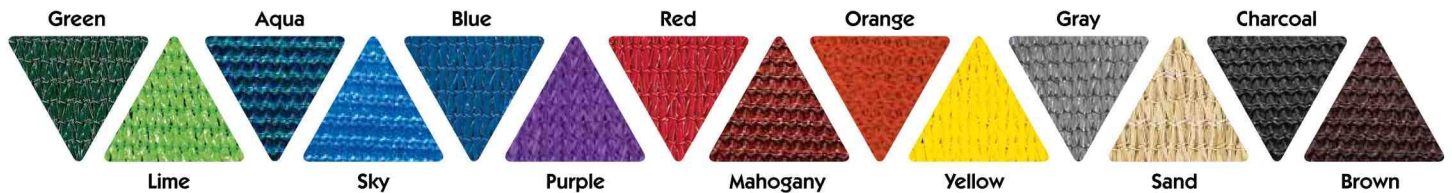
ROCKIT CLIMBERS



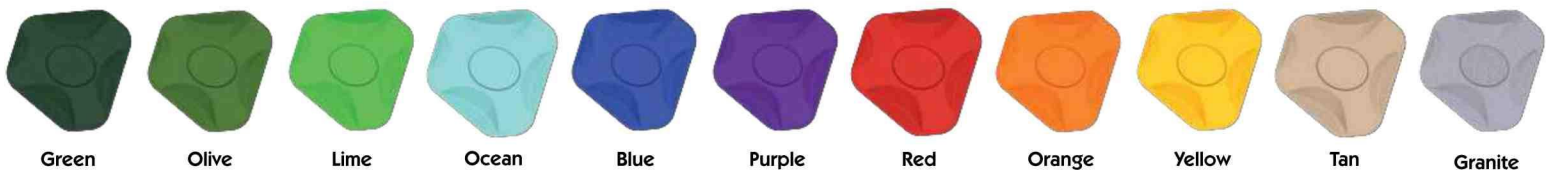
HDPE PLASTIC PANELS



SHADE CANOPIES



ROTOMOLD PLASTIC



VISIT [BCIBURKE.COM/COLOR](https://www.bciburke.com/color) TO CUSTOMIZE YOUR PLAYGROUND COLORS!

BURKE GENERATIONS WARRANTY®

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Nucleus®, Nucleus Evolution®, Nucleus Aspire®, Intensity®, Level X®, Synergy®, Synergy Imagination® & 4ME®) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKonnnect® Clamp Castings against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers).
- One Hundred (100) Year Limited Warranty on bolt-through and direct-bolt fastening and clamp systems (Synergy®, Intensity®, Nucleus®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay® Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRG products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty.
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Nucleus®, Intensity®, and RopeVenture® cables against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on rubber belt material against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather, immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 800-356-2070.

01/2025

Community Park Playground Design & Renovation

Quote # 45887-4348 **Expires:** 10/18/2025
Date: August 18, 2025
From: Josh Anzulewicz | (970) 819-8926 | Josh@AtoZRec.com
To: Jordan Hayes
Phone: (303) 554-9005
Email: jordanh@superiorcolorado.gov
Site Addr: 1350 Coalton Road
City, ST Zip: Superior, CO



BCI Burke Proposal #136-200543-3

DESCRIPTION	AMOUNT
Ages 5-12 Playground - Proposal including Custom Nucleus Aspire Play Structure for Ages 5-12, Zipventure DUO, ShadePlay Max Single Posts Swings with (3) Bays, including (1) Freedom ADA Seat and age appropriate standard swing seats. Ages 5-12 Playground also includes Airventure Glider, Comet Spinner, Volta Inclusive Spinner, Custom Welcome Sign, 4-Seat Rocker and (3) Benches.	\$429,047.00
Ages 2-5 Playground - Proposal including Custom Nucleus Play Structure for Ages 2-5, ShadePlay Max Single Posts Swings with (2) Bays including (1) Freedom ADA Seat, (1) Konnection Parent-Child Seat, and age appropriate standard swing seats. Ages 2-5 Playground also includes Burke Train, Nido Spinner, Aro Spinning Chair, Turtle Rocker, Dolphin Rocker, Duckling Rocker, FS Welcome Sign, Visio Sensory Tunnel, and (2) Benches.	\$123,412.00
	<i>Competitive Discount (\$48,578.00)</i>
	Sub Total \$503,881.00
	<i>BCI Burke's Industry Leading Generations Warranty Free</i>
	Freight to Installer's Yard \$23,967.00
	Total BCI Burke \$527,848.00

EWf Surfacing

DESCRIPTION	AMOUNT
131 CY of EWf Surfacing, to cover 2,645 SF @ 12" compacted depth, with 1 layer of fabric. Installed with Blower Truck.	\$9,323.00
	Total EWf Surfacing \$9,323.00

Poured in Place Surfacing

DESCRIPTION	AMOUNT
13,647 SF of PIP Surfacing, 3" and 3-1/2" thick for 6' and 8' fall heights. Industry standard binder. 50% STANDARD color and 50% BLACK speckled mix.	\$242,056.00
Dumpsters Required for Project	\$1,800.00
	Total Poured in Place Surfacing \$243,856.00

Note: Surface America Poured in Place price includes materials, freight and installation. **Price does not include subbase, dumpsters, taxes, security, or perimeter fencing.** **STANDARD** colors available at price quoted. **PREMIUM** colors are available for an upcharge and include orange, bright yellow, and funky pink. Surface America PIP is IPEMA-certified and carries an industry-leading warranty.

**Continued on Following Page with Installation Pricing.*

Community Park Playground Design & Renovation

Installation

DESCRIPTION	AMOUNT
Installation of BCI Burke Equipment, Listed Above	\$172,870.00
Site Work: Remove Existing Play Equipment and Pea Gravel to 12" depth over 15,408 sf. Remove existing PIP surfacing from concrete base, 700sf total, Remove 95sf existing concrete, where new posts are going (majority of existing concrete base will be saved).	\$66,825.00
Site Fencing: Installation of Site Security Fencing through duration of Project.	\$10,680.00
Concrete Flatwork: Purchase, Form, and Finish of 4" thick Fiber Mesh Reinforced Concrete over 13,042 sf for PIP Prep (less existing concrete in 5-12 pit)	\$150,865.00
Structural Fill: Purchase, Delivery, and Installation of Structural Fill over 12,947 sf at a 6" Compacted Depth (less existing concrete)	\$30,233.00
Total Installation	\$431,473.00

Final Pricing

Sub Total	\$1,212,500.00
<i>2 Years Payment and Performance Bonding</i>	<i>\$37,500.00</i>
Complete Terms & Conditions on Following Page	Grand Total \$1,250,000.00

Prepared By: Josh Anzulewicz

Lead Times listed are typical, but may be longer during peak season

Installation: **Installation date** will be penciled in upon order with the installation crew able to finalize schedule when equipment is in town, **typically on site 2-4 weeks** from time of all equipment arrival (weather dependent)

BCI Burke: **Currently Shipping 10 Weeks** from time of completed order documentation (color selections, etc.)

We have moved to an online signature process. When ready to proceed with this order, please contact your sales associate and a **DocuSign** link will be sent to you for signature.

If you are issuing a Purchase Order, please email Lin@AtoZRecreation.com for instructions.

TERMS & CONDITIONS

All Quotations & Orders are subject to the following. Your signature on the prior page indicates acceptance of all terms.

Purchasing Terms

- **Prices are good for 30 Days** unless otherwise noted. Color Selections required at time of order to hold pricing.
- A **50% Down Payment** is required at time of order unless expressly waived by A to Z Recreation.
- All remainders are **Due 30 Days** from date of final completion or ship date.
- Payment by **Credit Card** available for orders under \$10,000. 2% processing fee will be added, as permissible by Colorado Law.
- Unless otherwise indicated, **freight pricing good for 30 days**.
- Pricing is based on our **standard insurance coverage**; COI available upon request. Additional required coverage is subject to price change.
- Pricing subject to change for any **3rd Party Systems** required for Billing, Insurance Verification, Vendor Management, etc.
- Unless specifically listed, pricing does not include taxes, prevailing wages, payment/performance bonds, or 3rd party audits.
- **CO Orders:** Sales Tax will be added to your order. If sales tax is already included, this is an estimate and will be verified at time of final invoice. If you are Tax Exempt, please provide a copy of your **tax exempt certificate** when placing order.
- **WY Orders:** Per Wyoming state tax statutes, we do not have a nexus in WY. **Customer is responsible** for remitting all applicable sales tax.
- Interest accrues at 18% annually (1.5% monthly) on any outstanding balance not paid by due date. This excludes invoices for down payments as work will not begin until down payment is received.
- Customer agrees to pay all costs incurred in the collection of this account, including accrued interest, and all fees and costs of collection, with or without suit, including reasonable attorney's fees and other costs.

Delivery

- **CO Orders:** If installation is quoted, the unloading off the delivery truck is included. Price includes storage of equipment at Installer's yard for up to 30 days. additional storage may be subject to additional charges.
- **WY Orders:** If installation is quoted, unless otherwise noted, customer responsible for unloading delivery truck, which may require a **forklift**. Any obvious damages/shortages must be marked on driver's paperwork and reported to A to Z Rec within 1 business day. **Secured storage strongly recommended** as we are not liable for lost, stolen, or damaged/vandalized materials stored.
- **For Materials Only quotes**, customer responsible for unloading delivery truck, which may require a **forklift**. Lift Gate Service might be available for an additional cost. Address changes made after order placement may result in an additional cost to change with the shipping company. Damages/shortages must be marked on driver's paperwork and reported to A to Z Rec within 3 business days.

Installation

- **Installation is not included unless expressly noted.**
- **EXCLUSIONS** Unless specifically listed, pricing **does not include** surveys, site prep, grading, excavation, demolition, security, perimeter/security fencing, dumpsters, irrigation revisions, landscape repairs, private locates, permits, licenses, inspections, Prevailing Wages/Certified Payroll, traffic control, or removal of footing spoils.
- **ACCESS** Direct access is required for a tractor or any other equipment necessary. Heavy equipment can leave marks on concrete during installation, unloading or tear out. We are not responsible for repairs. Price assumes free and easy access to site. Limited access, restricted hours, etc. may incur additional fees.
- **ROCK** If rock or abnormal soil conditions are encountered during installation, additional fees may apply but will be approved prior to proceeding.
- **SITE PREP** Customer is responsible for all site preparation unless expressly included in pricing. This includes but is not limited to: grading, excavation, curbing, ramps and drainage. Installation pricing assumes that site has been prepared to the proper depth, and that grade/slope does not exceed 1-2% in any direction.
- **DRAINAGE** Customer is responsible for identifying and notifying us of any known drainage issues.
- **LOCATES** Our installers will obtain main utility locates from 811. Owner is responsible for any private locates required and marking all other utilities, irrigation, and drainage/sewer system components. Customer agrees that we are not liable for any damage done to any type of underground utilities, including but not limited to sewer, electrical, telecommunications, or landscaping sprinkler lines/heads on the site chosen by
- **MOBILIZATIONS** Price assumes all work to be done at one time unless otherwise stated, additional mobilizations will have additional charges.

Surfacing

- **Playground surfacing should be installed after all equipment is installed or additional charges will apply.**
- **EXCLUSIONS** Unless specifically listed, pricing **does not include** drainage, stone, asphalt or concrete work, curb work.
- **EWf SURFACING** Costs for Installation by Blower Truck are predicated on the ability to deliver product with blower truck from reasonable distance (~less than 500' from final install point) and are for single drops. Additional drops to be priced per location.
- **TURF SURFACING** Prior to our arrival, the site must have the sub-base properly graded and compacted with proper drainage installed, and photographs of the site are required to confirm site readiness. Any disturbance to turf after installation by the customer, or any drainage issues caused by the installation, will cause product warranties to immediately become VOID.

Shade

- **FOOTINGS** At this stage, we can only provide an ESTIMATED footing size. The ACTUAL required footing size and steel reinforcing for this project can only be determined within the engineering process. We are including our closest size suggestion and this should be used for budget and quoting purposes only and SHOULD NOT be used for actual digging and pouring of footings for the project. **Additional costs for footings may be required once engineering is completed.**
- **ENGINEERING** Sealed Engineered Drawing and Calculation fees are **non-refundable** and will be collected at time of order in addition to any down payment required.
- **PERMITS** Unless specifically listed, customer is responsible for all permits. Our installer cannot begin footings until your permits are approved. If our installer is completing the permit process for you, we will complete Engineering and the Permit process **BEFORE** manufacturing begins.

If you agree to the price and terms on this quote in their entirety please sign the previous page to make it a legal work order.



AGENDA
SUPERIOR YOUTH LEADERSHIP COUNCIL
August 6, 2025
6:30 PM
SUPERIOR COMMUNITY CENTER
1500 COALTON ROAD

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

1. Call Meeting to Order
2. Preliminary Matters
 - a. Roll Call
 - i. Staff present:
 - ii. Trustee Liaison present:
 - b. Approval of Agenda:
 - c. Public Comment (limit 5 minutes/person)
- Team Building
4. Discussion Items
 - a. New candidate interviews
 - i. Dylan
 - ii. Ryan
 - iii. Jane
 - iv. Jackson
 - v. Mili
 - vi. Megan
 - vii. Berkeley
 - viii. Wyatt
5. Events
 - a. Senior Send Off
 - i. SkyZone in Thorton 6 pm – 8 pm
 - Asha setting up car pooling in GroupMe, event reservation in GroupMe
 - b. Monster Mash
 - i. Work group progress?
 - Liked the potion making station; not too messy
 - Costume contest slight confusing, kids did not know times
 - Have a way to make sure parents know time slots

- Mystery boxes: bowls inside bowls kept tipping over, kids grabbing boxes
- Cookie donation was great, and loved
- Pumpkin bowling: not to do again. Pumpkins would break apart. Not as many participants attending due to placement
- Back rooms weren't as known
- Games being ran outside: pin the hat on the witch, no one was going to, ran out of stickers
- Activities next bouncies are distracting
- Work group

ii. What do they want to contribute this year?

- Trunk or treat: will create a flyer and seek out groups

c. Event review

i. National Trails Day

- It went great and great volunteer work; event was fun; liked the activities
- Had to tell people where to park, but kept having them stay, could redistribute volunteers once parking is set

ii. 4th of July

- Most of people that came by, already knew about monster mash, most kids that came, too young to be in SYLC.

iii. Civic Space grand opening

- Nothing much for them to do, most of time they were sitting around, balloon artist upstairs vs kid zone down stairs was challenging

6. Chair elections in September meeting

a. Applications (and presentations) should be sent to Jeremy. Elections will happen in September meeting.

- Review of all positions available and what they would do

7. Staff Updates

- Golf disc help options
- Chili Fest: committee want a booth at chili fest- 9 yes
 - Volunteers and rotating
 - Plunk board for hand outs, jenga and other games
- No updates from council

8. Council Updates

9. Adjourn