Town Council
Superior Metropolitan District No. 1 Board of Directors
Superior Liquor Licensing Authority
Meeting Agenda
Monday, September 8, 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. Preliminary Matters (6:00 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)
2. Project Updates – None
3. Presentation - Economic Development Update (6:25 p.m.)
4. Consent Agenda (6:55 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 Indiana Street Design Contract

d. Consideration of a Resolution of the Board of Directors of the Superior Metropolitan District No. 1 Treatment Plant Operator Contract Renewal
e. Consideration of Resolution of the Town Council of the Town of Superior Approving Agreement with Bintel Inc. for Project Management Services for FEMA HMGP Program
f. Consideration of a Resolution of the Town Council of the Town of Superior Authorizing the Town's Continued Participation in the National Opioid Settlement through the State
g. Consideration of Resolution of the Town Council of the Town of Superior Approving Purchase of the Miner Memorial Bronze Statue
h. Consideration of Resolution of the Town Council of the Town of Superior Approving Agreement with SavaTree to Provide the 2025 – 2026 Holiday Lighting Décor Program
i. Consideration of Resolution of the Town Council of the Town of Superior and Board of Directors of the Superior Metropolitan District No. 1 Approving Kite Route Pre-Development Agreement
j. Consideration for Approval of Alcohol in Public Permit for Rock Creek HOA Community BBQ
k. SYLC Member Proclamations
l. Consideration of Resolution of the Town Council of the Town of Superior Appointing Members to the Superior Youth Council
m. Consideration of Resolution of the Town Council Approving a Settlement Agreement with and Accepting a Quitclaim Deed from David Freeman

5. Public Hearing - Kite Route Crossing Final Development Plan and Approval of Development Agreement with Kite Route Crossing LLC (7:05 p.m.)

6. 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 legal issues in the Sagamore subdivision and related matters (9:05 p.m.)

    a. Action on Executive Session

7. 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 25, 2025
Town Hall, 124 E. Coal Creek Drive
Superior, CO 80027
6:00 p.m.

DRAFT

Dinner with Cultural Arts and Public Spaces Advisory Committee (CAPS)

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. Mayor Pro-tem Serbu asked to pull item 7d - 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
Mayor Mark Lacis pulled 7c - Resolution of the Town Council of the Town of Superior Approving Advisory Committee Appointments for Superior Youth Leadership Council (SYLC) to recuse himself from the vote.

Motion: Council Member Heather Cracraft moved to Approve the Agenda with items 7c and 7d pulled, seconded by Council Member Mike Foster.
Vote: CARRIED. 7 - 0

Council Reports

Public comment given by: Melissa Munio, Renee Alaniz, Samuel Feldman Debbie Yates and Michelle Horton via Zoom

Advisory Committee Interview - Advisory Committee for Environmental Sustainability (ACES)

E-bikes Discussion

Landscape Fee Rate Study

Consent Agenda

a. Approval of Council Meeting Minutes
b. Acceptance of Committee Meeting Notes
e. Ordinance Amending Chapter 11 of the Superior Municipal Code Regarding the Warranty Period for Work Performed in the Public Right-of-Way
f. Resolution of the Town Council of the Town of Superior Approving the Snow Removal Contract
g. Approving the 2nd Quarter Financial Report
h. Airport Noise Report (July 2025)

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

Resolution of the Town Council of the Town of Superior Approving Advisory Committee Appointments for Superior Youth Leadership Council (SYLC)

Motion: Council Member Heather Cracraft moved to approve a Resolution of the Town Council of the Town of Superior Approving Advisory Committee Appointments for Superior Youth Leadership Council (SYLC), seconded by Council Member Mike Foster.
Vote: CARRIED. 6 – 0, Mayor Lacis Recused

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

Motion: Mayor Mark Lacis moved to approve 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, seconded by Council Member Stephanie Miller.
Vote: CARRIED. 7 – 0

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

Motion: Mayor Mark Lacis moved to approve 8. Continuation of Public Hearing - Consideration of Resolution of the Town Council Approving Supplemental Budget and Appropriations for 2025 (8:50 p.m.), seconded by Council Member Mike Foster.
Vote: CARRIED. 7 - 0

Community Park Playground Design Approval

Motion: Mayor Mark Lacis moved to approve the Community Park Playground Design, seconded by Council Member Stephanie Miller.
Vote: CARRIED. 7 - 0

Adjournment 10:20 p.m.

_____
Mark Lacis, Mayor

_____
Shannon Dujardin, Town Clerk

Item Number

Information for Meeting of the Superior Town Council

Agenda Item Name:	**Economic Development Update Presentation and Discussion**
Meeting Date:	**September 8, 2025**
Presented by:	**Ellen Robertson, Economic Development Manager**
Presented for:	**Presentation and Discussion**

BACKGROUND

Ellen Robertson, Economic Development Manager, will be providing the Council with an update on economic development activities related to the Town of Superior. The Town continues to contract with Better City and the Superior Chamber of Commerce to assist the Economic Development Manager with economic development efforts. Items to be presented include new businesses, retail trends, Downtown Superior updates, the Sundance Film Festival, and the Town's business website.

ATTACHMENTS

- September 2025 Economic Development Presentation

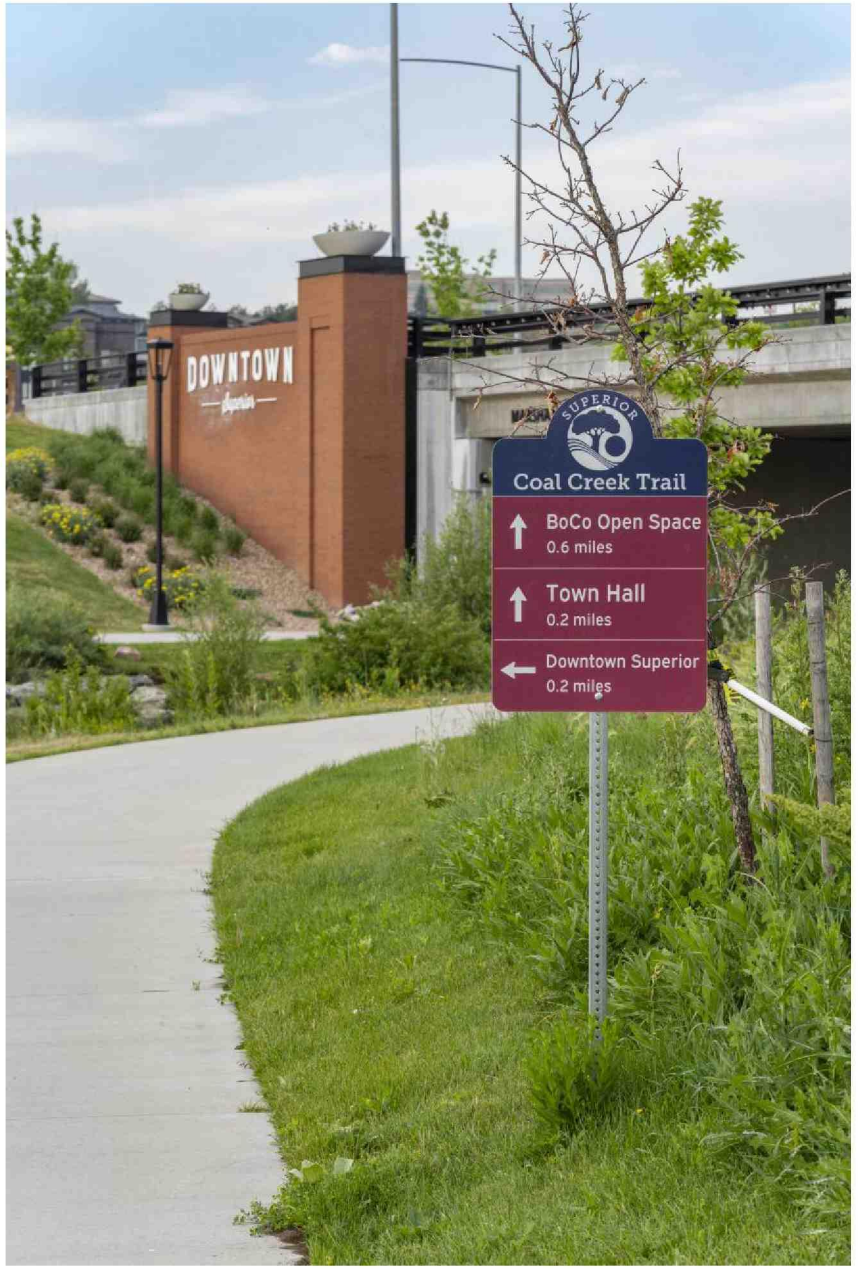
Economic Development Update

September 8, 2025

Town of Superior℠

Agenda

- New Businesses
- Retail Trends
- Downtown Superior Updates
- Sundance Film Festival
- Superior-business.org



New Businesses

New Businesses

New in 2025

- Barnes & Noble
- Waxing the City
- CBArts
- Bare Hair Removal
- The Raw Pet Company
- Innana Creations
- Studio Pilates
- Menchie’s Frozen Yogurt
- Paul’s Coffee & Tea
- Cedar & Sage Day Spa

Upcoming

- Lindora Weight Loss + Wellness
- Trael Fine Jewelry
- Twisted Stiches
- High Point Chiropractic
- InBank



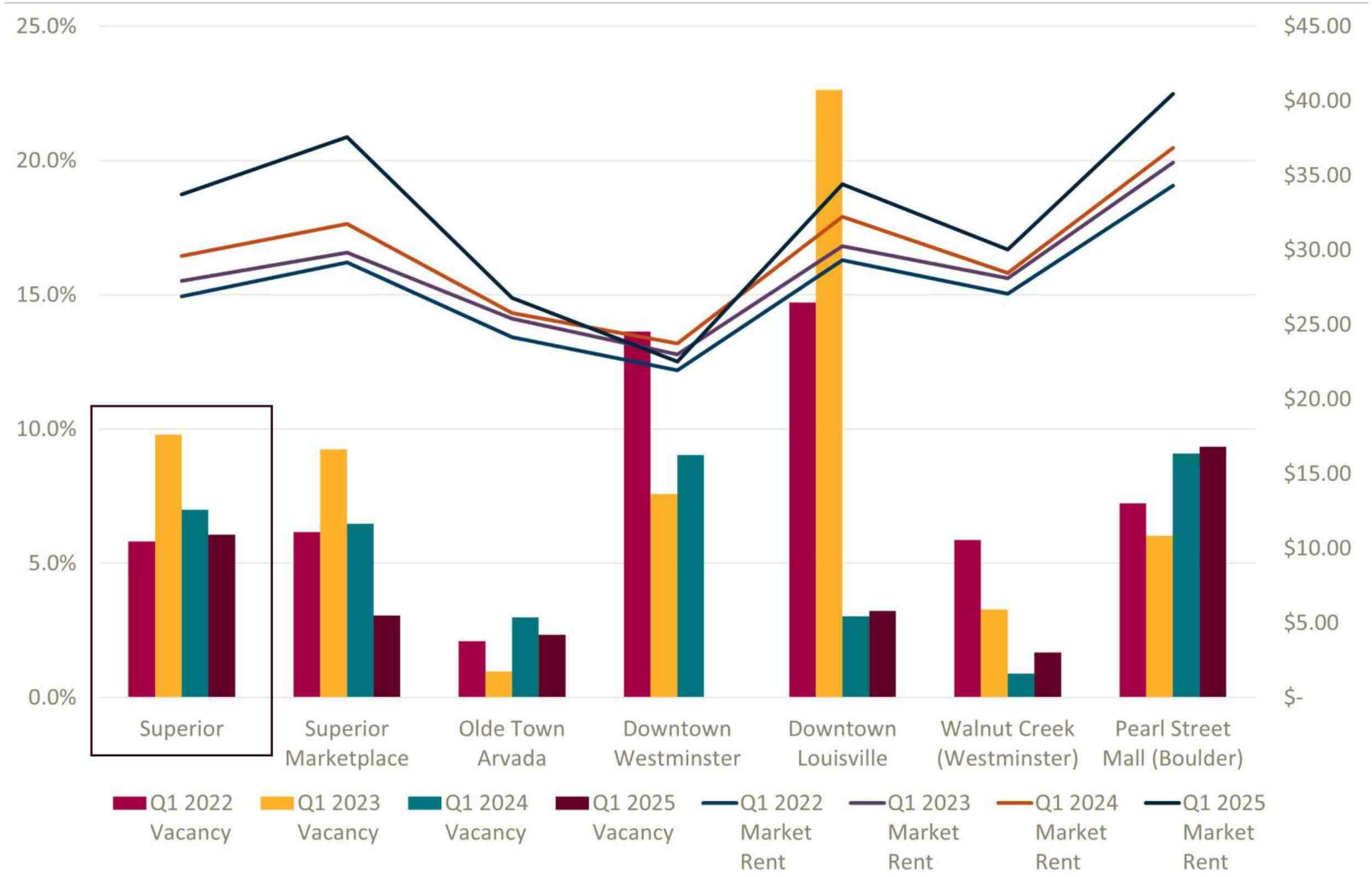
Retail Trends

Retail Trends

Superior Retail Stats Q2 2025

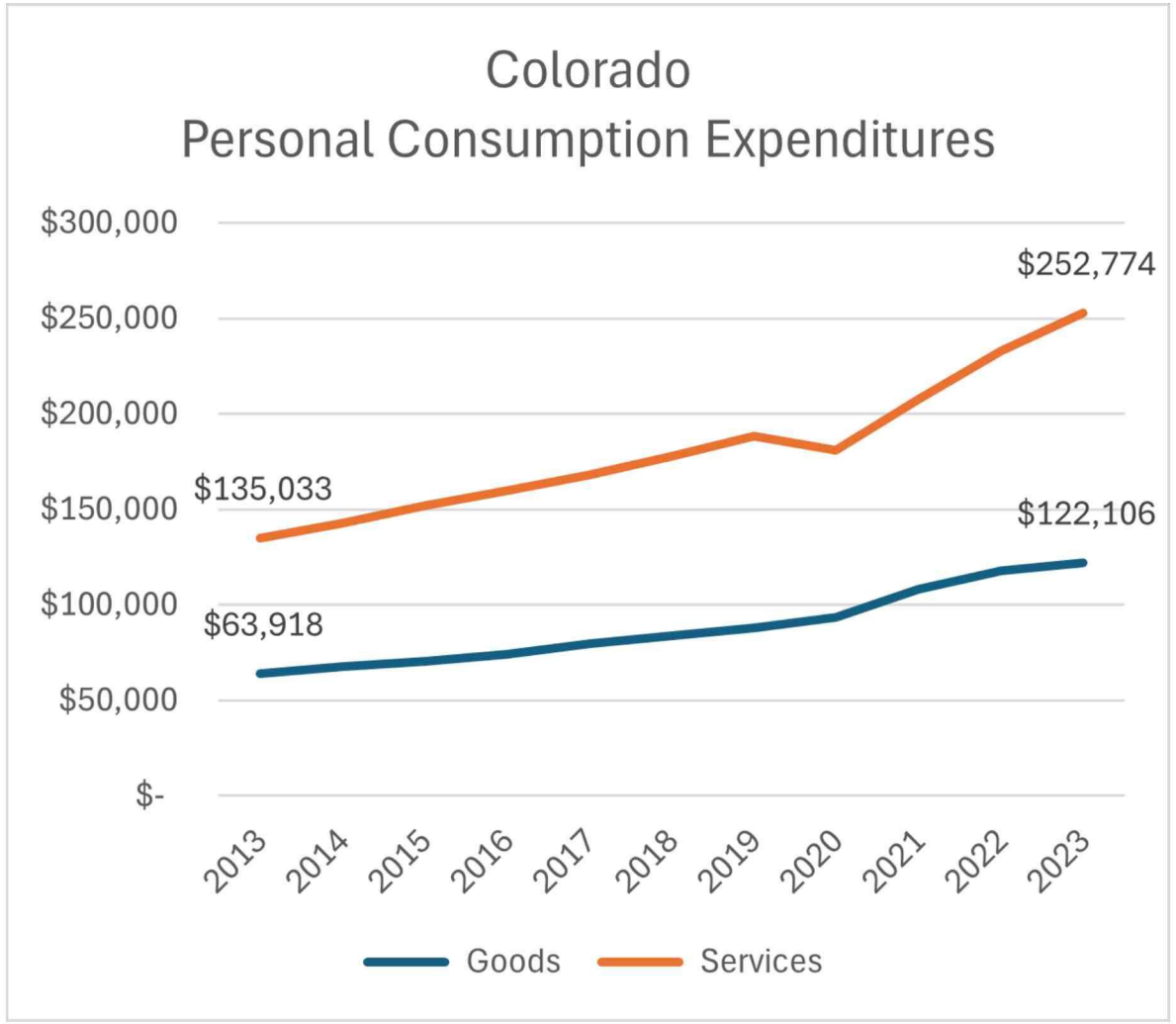
- Avg. Lease Rate: $33.97/ Sq Ft
- Avg. Vacancy Rate: 5.7%

Bar graph: Regional Q1 Vacancy Rates, 2022-2025
Line graph: Regional Q1 Avg. Market Rents, 2022-2025



State Retail Trends

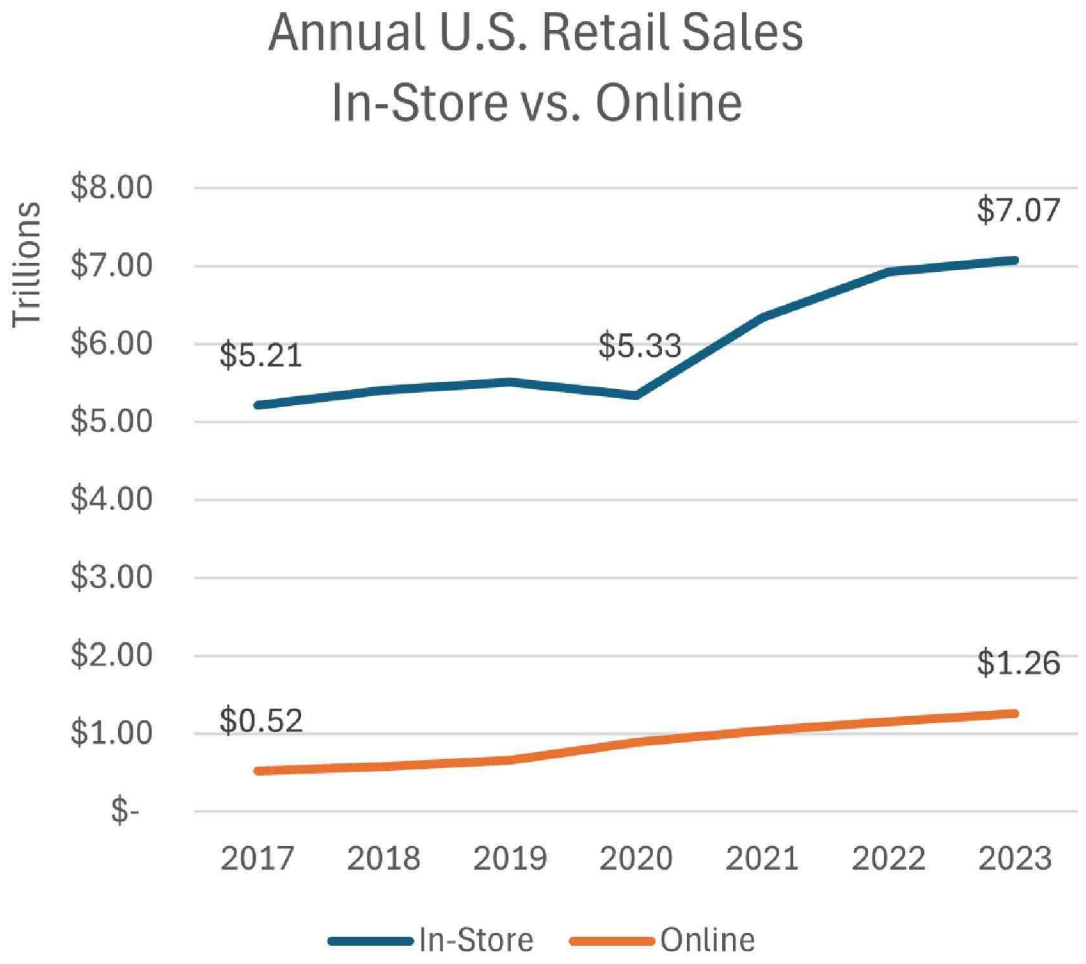
- Retail is thriving, with personal consumption at record levels
- Demand for services is growing faster than demand for goods



Source: BEA, Personal Consumption Expenditures

National Retail Trends

- Increased demand for in-store shopping
  - Discount stores and luxury department stores are seeing the most increase in demand
- Online shopping continues to grow steadily



Source: U.S. Census Bureau Consumer Expenditures

Downtown Superior Updates

Downtown Superior – Developments

- Alta Flatirons
- Hyatt Studios
- BB.Q Chicken
- Food Hall
- Bigsby's Folly Craft Winery and Restaurant
- Coal Creek Innovation Park





Downtown Superior - Marketing

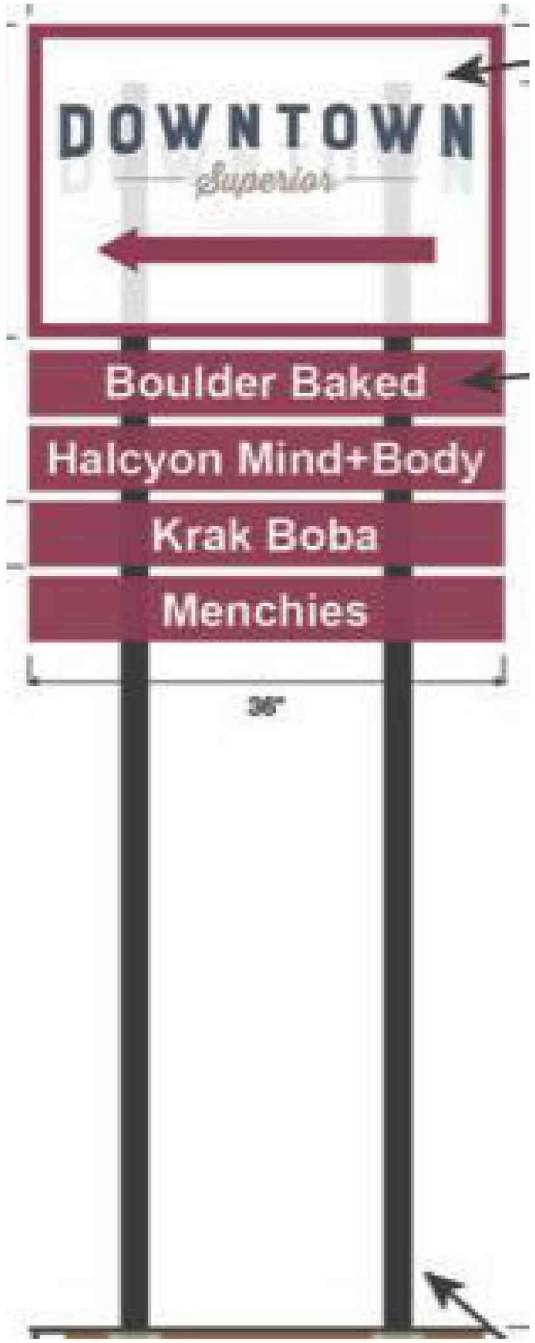
- Metro Mobile Tour
  - DCI and CML
- Regional Connections
  - Hub for Health Impact
- Visitors Center
- Downtown Events
  - Events + Communications
- Shop Superior



Shop Superior COLORADO

Downtown Superior – Signs

- "Long-Term Temporary" Signs
- Focus on Commercial Leased Businesses
- Located near McCaslin Blvd and Main Street



Sundance Film Festival

Sundance Film Festival

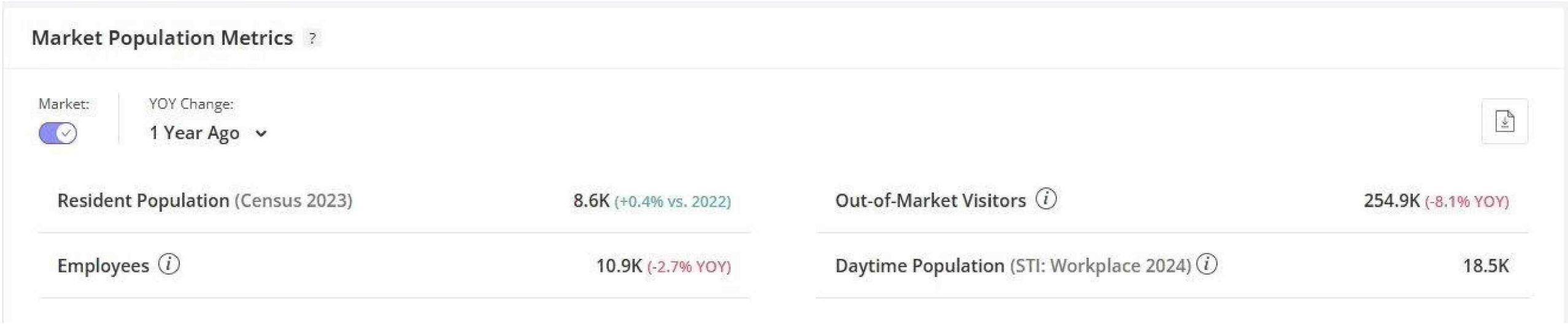
- Local Update
  - Boulder, CO
  - January, 2027

- Placer.ai Market Overview
  - Park City, UT
  - Jan 20-Feb 4, 2025



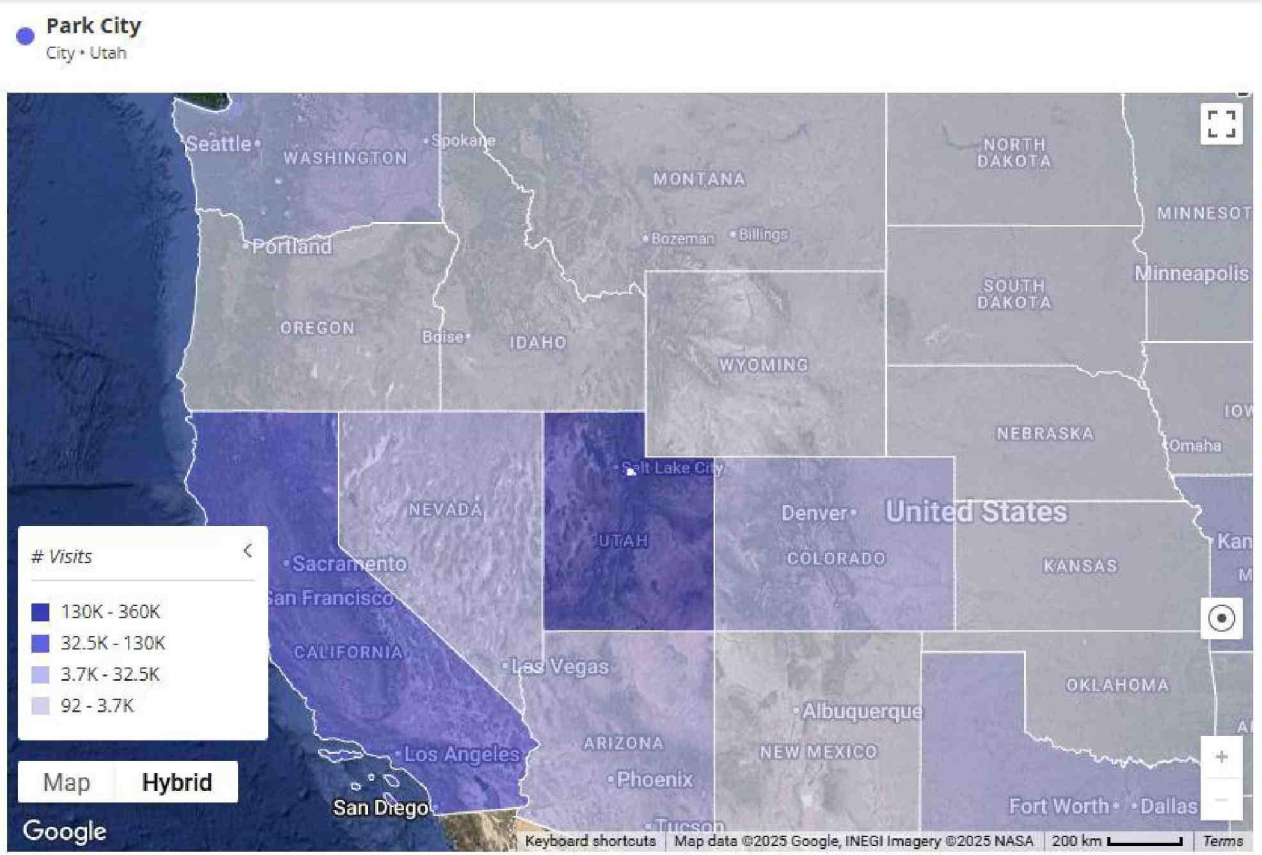
Sundance Film Festival

- Park City, UT Resident Population – 8.6K
- Daytime Population – 18.5K
- Out of Market Visitors – 254.9K



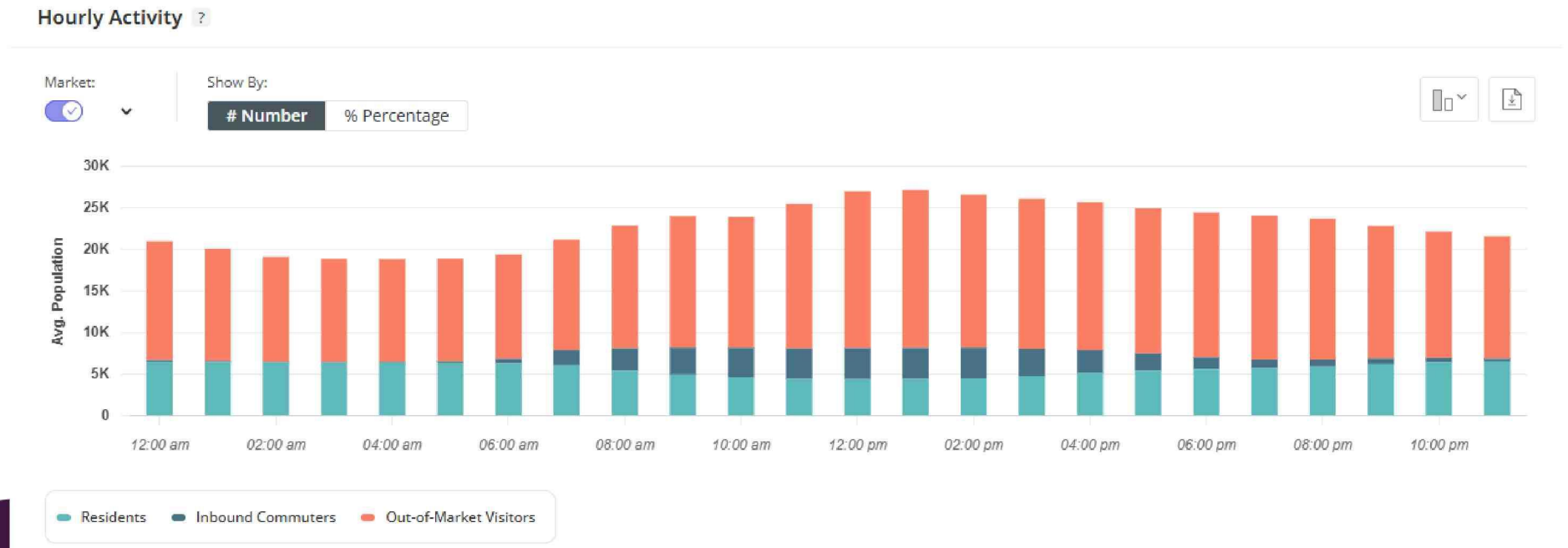
Sundance Film Festival

- Visitors from all 50 states + Washington D.C.
- Top Visitors by State
  - Utah – 360K
  - California – 93K
  - New York – 42.1K
  - Florida – 32.7K
  - Texas – 27.5K



Sundance Film Festival

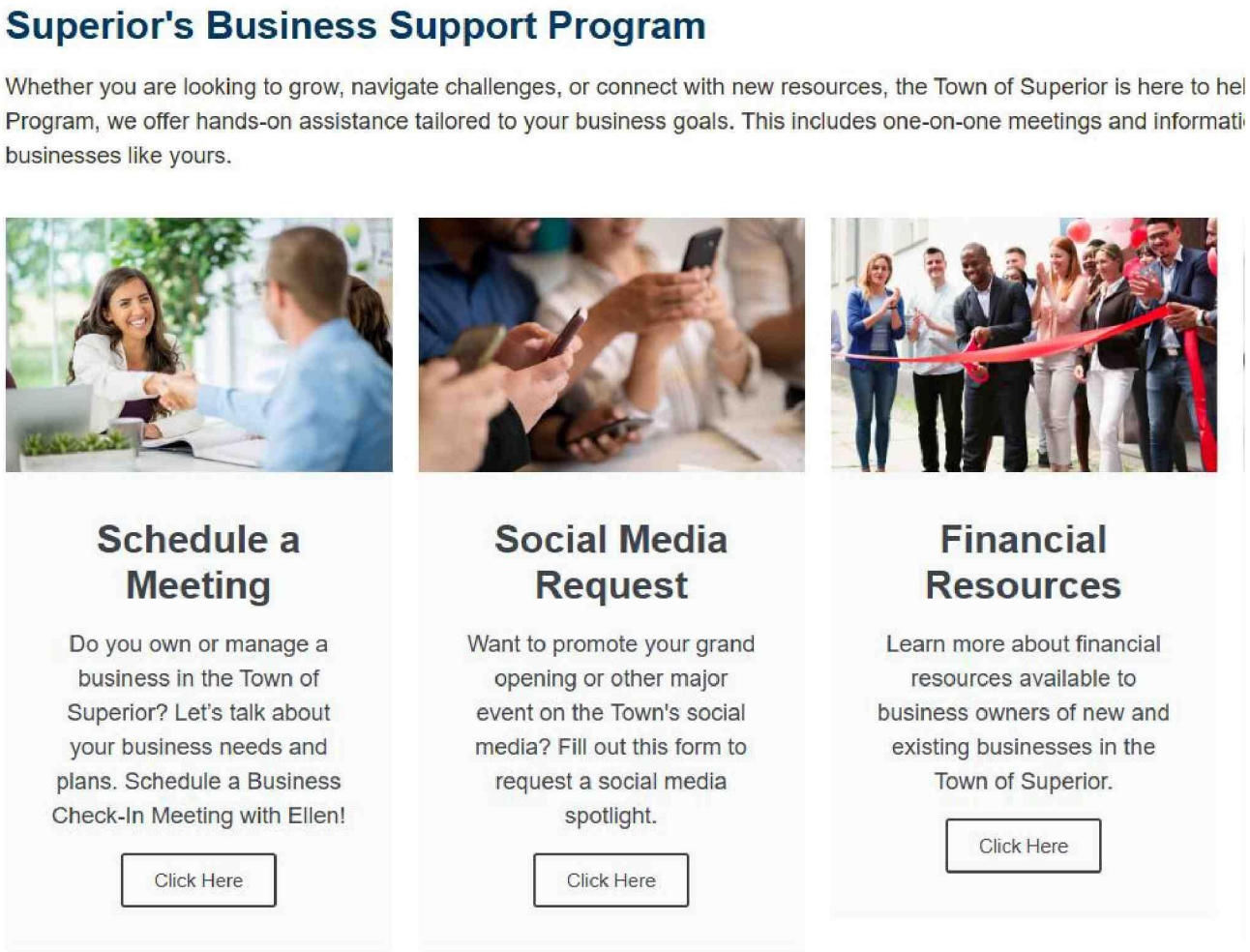
- Hourly Activity – 12am to 11:59pm
  - Light Blue – Residents
  - Dark Blue – Daytime Visitors
  - Orange – Out-of-Market Visitors



Superior-business.org

Superior-business.org

- Business Resources
  - Finance Resources
  - Business Development
  - Networking
  - Workforce Development
  - Utilities & Green Business Community



Ellen Robertson, M. Econ
Economic Development Manager
C: 720-908-7998
O: 303-494-2521
ellenr@superiorcolorado.gov

Agenda
Advisory Committee for Environmental Sustainability (ACES)
August 14, 2025
5:30 PM
Superior Community Center
1500 Coalton Road

1. Call Meeting to Order
2. Preliminary Matters
    - Roll Call
      Present: Jim Zarske, Michelle Gazarik, Miles Hoffman, John Heckman, Lisa Barnes, Nikki Hewett, Patrick Payne
      Absent: none
      Staff present: Alexis Bullen
      Town Council Liaison present: Jenn Kaaoush
    - Approval of Agenda: Michelle Gazarik moved to approve the agenda as published; John Heckman seconded; Board approved unanimously.
    - Public Comment (limit 5 minutes/person): no one present.
3. Updates
    - Introduction of new ACES member Patrick Payne to ACES members.
    - Town Council Liaison: Jenn Kaaoush
        - Interviewed for Regional Air Quality Council opening; will let us know how it goes. The pool remodeling will have the foundation for future new technology for heating when it proves viable. The building is all-electric with heat pumps. They are keeping sustainable technologies and practices in mind throughout the process.
    - Town Staff
        - Alexis says next year's budget is on its way to the town Council. The decarbonization plan is still in the capital budget; DRCOG is not a grant source for that type of plan. That type of plan will help weigh facility and budget costs and benefits. There is $100K included for nonessential turf removal goal, using GIS for strategic operations and evaluations. Sustainability Grant Match helps us support our projects, including the BOCO Sustainability Grant and our $6500 budgeted match. October is the public meeting for budget. There will be an update after the work sessions on what is included in the 2026 budget.
        - We aren't doing EcotoberFest because it's a huge staff lift, but we are doing Halloween Costume Collection for kids, adults and pets. Collection will be at the Superior Community Center; distribution will be at the Louisville Library.
        - BOCO is doing their solar program until Sept 3 before federal tax credit ceases.
        - DRCOG Climate Pollution Reduction Grant, EPA funds, specifically for building code POLICY (not implementation). Talking to Safe Built about what

that could look like. CO Energy Office also received a portion of this EPA grant that we are looking into.
- Compost tour of Republic is being scheduled, asking for dates from Republic.

4. Discussion Items
   - Education-based activity at ACES tables.
   - Background: We typically have a booth and table with a game and sustainability-minded giveaways using our spinning wheel. The topic on the spinning wheel has historically been geared towards zero waste.
   - Objective: Jim wants to introduce kids to ALL facets of sustainability (climate, energy conservation, clean air, clean water, zero waste, transportation, nature & regenerative systems). His wife Mindy, who leads the CU freshman engineering design projects, says she can have the engineering students develop a project to educate the public on the other pillars of sustainability. Engineering students would come to an ACES meeting to gather data and then produce a project that would be showcased in November Expo. The Town would then own the project, hardware and any software developed.
   - ACES said to go ahead with exploring this option to present at a future meeting.
   - Upcoming Events (Sept 6 Chili Fest, Sept 10 Summer Market & Oct 18 Fall Fest)
     - Every Scrap Matters Experience is a data-driven, behavior change campaign that our sustainability department and composting consultants have started. We reviewed the 4-page implementation toolkit. Alexis found a compost magician who will help spread the message in a creative fashion during Sept 10 Summer Market and/or Oct 18 Fall Fest. We are using our BOCO Sustainability Grant to fund this work. We have given away most of our compost caddies.
     - Chili Fest: We are going to skip tabling due to limited volunteer time. Colin Folsom is doing waste contract and he is organizing the ZW goalies. Miles has idea for BYOCS: Bring Your Own Crazy Spoons and offer a prize drawing for the best examples. Another ZW solution of "No Utensils Needed" is to use tortilla chips (GF) for scooping chili samples. ACES has lots of ideas and should keep them in mind when they next meet with events staff for next year.
     - Staff (Alexis and Austin) will go to Sept 10 Summer Market and Oct 18 Fall Fest. Miles can attend both; Michelle can attend Sept 10. Lisa can come on Oct 18. Other ACES members will let Alexis know of their availability and are welcome to stop by our table and assist at these events.

   - General Events Discussion (Chair Jim Zarske had to leave; Nikki Hewitt led the rest of the meeting as Vice Chair)
     - ACES messaging
       1. Background: Last year we had working groups (WG) who met separately as another public meeting as part of ACES. One of the WG

was Outreach & Education (O&E). This year, in an effort to reduce the number of meetings, we eliminated the WG and instead added a 30-min monthly meeting just prior to the monthly ACES meeting. The purpose of this meeting was to do any pre-work required for ANY project deemed important by ACES as an action item during regular meetings. Michelle requested that we bring back O&E as a monthly action item to set the educational messages for each planned tabling event, create the associated activity/game, and suggest give-aways that match the educational theme or desired behavior change. The board discussed and this and agreed that we will begin using the 30-min pre-meeting prior to monthly ACES meeting to work on this. All members of ACES and the public are invited to participate.

- Swag (compost caddies, other). Down to our last 40 compost caddies. Looking to do a raffle for fastest time on sorting game for $50 gift card to a local restaurant. Alexis is asking for $2500 from the remaining $4850 in ACES current budget, leaving $2350 remaining. Last autumn, ACES approved $300 leaf bags, $500 reusable gift warp $123 reusable batteries for Oct-Dec 2024 expenses. We can make similar recommended expenditures for 2025 in an upcoming ACES meeting.
- Lisa moved to spend $2500 from ACES budget for additional compost caddies and gift card prizes, John Heckman seconded; motion passed unanimously.
- Digital sign that we purchased last year is in Alexis' office. Sarah Nick, who just stepped down from ACES, had been working on getting it up and running. Alexis will bring it to next meeting. Patrick volunteered to get it technically working; Nikki and Michelle volunteered to assist with content.

- Miles says our ACES blade flag needs the top portion replaced; it was missing during July 4th event.

- New ACES member orientation ideas
  - Alexis shared ACES Orientation with board in meeting notification
  - We discussed what we would like Alexis to cover with new ACES members that would help them be better informed and aware of existing documents and resources including those on our website.
  - Add to ACES Orientation: Beneficial Electrification Plan, Greenhouse Gas Inventory, dashboard overview
  - ACES suggestions for questions to consider adding or addressing:
    1. What is status of our current actions? (Create and add grid of SAP and past/current ACES Work Plans)
    2. Where do we invest our time and energy in the next few months? Years?

3. What are the material flows (drinking water, waste water systems, solid waste streams including trash, recycling, composting, dog wastes, yard debris, hazardous waste, reusables)
4. What are the energy flows? and human work flows? And how are they correlated to Sustainability Action Plan?
5. What is the cadence of what Sustainability and ACES do on a monthly basis?
6. Note: adding #3-5 to Action Items below to create a training version of this information.

- Miles would like to see explanation of bigger ecosystem with the other towns Louisville, Lafeyette, Erie, Broomfield. Added action item to send invitation for the Front Range Sustainability groups quarterly meetings.

5. Adjourn
   John Heckman moved to adjourn the meeting; Michelle Gazarik seconded; approved unanimously.

Action Items:

1) Alexis; Ask Communications staff to push the BOCO Solar Panel offer one more time before upcoming Sept deadline if it makes sense with deadlines.
2) Alexis: Send a calendar invite to ACES members for Sept 11 Pre-meeting to work on messaging for Outreach & Education. Michelle: Be project lead on this meeting for future Outreach & Education messaging.
3) Alexis: Ask Mikaela for assistance in replacing top portion of ACES' blade flag used during outdoor tabling events.
4) Alexis: Update Dropbox and invite ACES members to use it. Add folder "ACES Orientation" and subfolder "Monthly Staff Updates", which will be used to update new members with activities, strategies and accomplishments to date.
5) Michelle: share VOX AQI article and Resource Central's recent recorded webinar on Firewise landscaping
6) Miles: Share the Front Range Sustainability Groups Quarterly meeting invitation with ACES (done; next meeting is Sept 10, same as Summer Market)
7) All: Work on training guides for Orientation items #3-5 above to help new members on-board as smoothly and quickly as possible.

OPEN SPACE ADVISORY COMMITTEE
August 13, 2025
6:00 PM
SUPERIOR COMMUNITY CENTER
1500 COALTON ROAD

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

1. Call Meeting to Order (6:00)

2. Preliminary Matters
   a. Roll Call (6:00)
      Present: Absent: (Joann M., Phary Om absent) Staff: Leslie, Alex - planning
   b. Agenda Approval (6:05)
   c. Public Comment (limit 5 minutes/person) (6:07)

3. OSAC Discussion Items
   a. Staff & Town Council Liaison Updates [Leslie/Phary/Mike] (6:10)

Notes: Leslie
1 - Hazard mitigation FEMA project started. Hiring PM consultant, and Veg fuels reduction role. Town map has been created with fuel reduction statuses
2 - Mile High flood district (MHFD) and Conservation Fund engaged for assistance for land acquisition of the 911 original town property lot. Will need to be annexed.
3 - Chilli Fest (Sept 6) - OSAC will NOT have booth
4 - Budget presentation by Town Council, public review scheduled for October 13
5 - Goats are going to Aspen to graze and resume grazing in December
6 - MHFD - working on a vegetation restoration plan along Coal Creek. Friends of Coal Creek are helping with the project. MHFD is looking for 2026 projects focused on drainage and waterways. 88th st pond project will start in Fall
7 - Grant deadlines:

- CPW non-motorized trail maintenance application submissions due October 2025. Recommend Coyote Ridge project planning.
- MHFD Forest restoration (tree oriented) and risk mitigation grant. Coal Creek recommended
- Mike Foster update: Monday meeting with Town Council: contract approved for ADA accessibility improvements at intersections, Comprehensive plan being finalized, tentative October public review of plan.

- Housing plan Dr. COG study estimated Superior needs ~750 new homes over next 10 years.

GIS staff to walk us through town maps (6:20)

- Notes: Alex H. from TOS staff developing town GIS maps
  Developed parks (7.5%), Open Space (32.1%), Water features (2.6%) - 42.2% total

b. Cattle Grazing Issue (6:40)

Notes: Request TOS Council consider use of electrified fencing along Meadowlark trail to avoid annual closures

c. Town Council Meeting Issues (6:50)

Notes: nothing for next session. Town 15 re-zoning may come up again for discussion in September session

d. Open Space Management Plan (7:00)

Notes: nothing new (Leslie), Need to recommend dates for potential joint meetings with Louisville and Broomfield

e. Evaluating Trails (7:10)

Notes: Discussion led by Todd regarding re-evaluating weighting of scoring criteria to consider wildlife impacts. Rita is sending out the latest revision of the scoring file. Request that the team review and do a draft for discussion at the September meeting.

f. Trail Counter at Coyote Ridge? (7:20)

Notes: Tracy B recommends a counter to get an idea of current traffic prior to new improvements. Will pass along recommendation to Phary

g. Rodenticides Campaign Plan/Policy Recommendation (7:30)

Notes: Peter R. commented that rodenticide should never be placed near open space or public spaces. Todd suggested discussing this topic with Louisville to gain alignment

h. OSAC Roundtable (7:40)

Notes: Tracy B. - concerns about applying herbicide close to ponds

i. Reminders (7:50)

3.i.1. Rescheduled October meeting [to October 1]

4. Standing Updates (7:51)

   a. Raptor Program Notes: Peter stepping down from Raptor program leadership, looking for replacement. Can Peter be recognized by town staff? Leslie exploring whether he can be recognized as a "super" volunteer
   b. Wildlife Monitoring Program (Tracy B.) Notes: 2nd camera installed on the west side of 88th st near HHR. 2 volunteers trained to upload data from cameras. Met with Superior Elementary principal to review wildlife monitoring and other topics from OSAC. Looking for CPW and BOC contacts to share data.
   c. Wildfire Update Notes
   d. Prairie Dog Plan Update Notes n/a
   e. Habitat Preservation Update Notes
   f. Grant Asks Notes
   g. Communications Update (for Kevin Colon) Notes

5. Adjourn

OPEN SPACE ADVISORY COMMITTEE
July 9, 2025
6:00 PM
SUPERIOR COMMUNITY CENTER
1500 COALTON ROAD

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

1. Call Meeting to Order (6:00)
2. Preliminary Matters
   a. Roll Call (6:00)
      Present: Kara Neuse, Tracey Bain, Amber Greves, Joann Maneri, Todd Gleason, Cristi Verbeck, Rita Trainor, Mike Mcdonnell (via zoom)
      Absent: Jeff Wade
      Staff: Leslie Clark, Phary Ohm, Mike Foster
   b. Agenda Approval (6:05)
   c. Public Comment (limit 5 minutes/person) (6:07)

3. OSAC Discussion Items
   a. Staff & Town Council Liaison Updates [Leslie/Phary/Mike]
   Phary advised that the Youth Stewards have 3 weeks remaining in the summer. They have done a variety projects and been very productive. Summer programs are going well. The Coyote Ridge parking lot is moving forward, the permit is close to being completed. GIS staff person can come to our August meeting and advise the information that has been incorporated into the maps the town has. Mile High Flood District is preparing a plan for Rock Creek. Coal Creek isn't on their project list, but staff will ask if they would add the this to their future project lists. Comprehensive Plan Goal for Open Space is being developed. The Comprehensive Plan team is asking for definitions, a draft was circulated and OSAC team members will individually review and provide feedback to Leslie. Some discussion was held regarding the pond clean-up work.

   b. Town Council Meeting Issues
   A brief discussion on the 76th Street property on the Council's July 14th agenda was held and it was decided that no additional comment (beyond the annual property evaluation report submitted to the Council) being necessary from OSAC.

   c. Open Space Management Plan
   Staff has provided some feedback as to how/when OSAC would provide input on ongoing projects. Staff also reviewed the open space survey results.

   d. Evaluating Trails

Todd walked the group through the trails to be evaluated. It was determined to go over the whole evaluation again next month, with OSAC to vote by the end of the year.

e. Rodenticides Campaign Plan/Policy Recommendation
Positive feedback was received on the plan at the 4th of July booth.

f. Review 4th of July event
Other than the heat, everything was wonderful!

g. Budget
Our requests have been submitted, Finance Director and Town Manager are evaluating all department requests and working on balancing the budget.

h. OSAC Roundtable
Discussed what OSAC member would attend. The three who have never attended are Cristi, Todd and Jeff. Neither Cristi nor Todd are available to attend. Staff will check with Jeff to see if he is available. Goats are doing a great job. Questions arose about timing of the sprinklers running on open space. An additional trail camera was agreed to be purchased. A suggestion was made to acquire a goat herd, as Clive Iowa has done. It is partially supported by volunteers. Some discussion was had regarding the social media postings on Town 15 and the chair explained how it is important that we need to be careful regarding any social postings.

i. Reminders

3.i.1. Reschedule October meeting
The meeting in October will be rescheduled to October 1.

3.i.2.

4. Standing Updates

a. Raptor Program
We did receive a report from Peter that is going well. Peter is conducting a walk this Friday starts at 6:30 and meet on the south side of Wildflower Park. They have volunteers to help with input from the camera.

b. Wildlife Monitoring Program
There has been a lot of wildlife activity (103 entries). Quite a few are from the calendar. The meadow mouse (Prebble's mouse) did not have activity in the areas where there is some mitigation work being done.

c. Wildfire Update
Nothing to report this month.

d. Prairie Dog Plan Update
Nothing on the plan, but a reminder that the US Army site in Pueblo will be receiving Prairie dogs this year.

e. Habitat Preservation Update
Nothing further to report this month.

f. Grant Asks

Nothing on the horizon now.

g. Communications Update (for Kevin Colon)

None

5. Adjourn

Meeting adjourned at 8:04.

Meeting Notes
Parks and Recreation Advisory Committee (PARC)
August 20, 2025
7:00 PM
Superior Community Center
1500 Coalton Road

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

1. Call Meeting to Order

2. Preliminary Matters

    a. Roll Call

    Present:
        Justin Willis
        Martha Siegmund
        Brent Hartman
        Burton McKenzie
        Saadia Aurakzai
        Tim Martin

    Absent:
        Lindsay Hansberry

    Staff present:
        Bryan Meyer
        Leslie Clark

    Town Council Member present:
        Stephanie Miller

    b. Approval of Agenda - Approved

    c. Public Comment - None

3. Discussion Item(s)

    a. Confirm coverage/sign up for **Chili Fest** (Sept 6, 2-6 PM) and other Fall Events – Initial volunteers - Saadia and Burton – Brent sent out - sign up sheet sent

b. CPRA Conference in Vail (PARC attendees?) – Justin will attend along with three Parks & Rec Staff members

c. Replenish PARC Schwag Order (and what's already in the queue) – plenty of poo bags, med first aid kit(remove any meds not appropriate for children OR inform parents when handing out), ChapStick, collapsible can/coozies, maybe sunscreen for the future, also hand sanitizers/pocket-keychain carrier. Possibly have a wheel or cornhole for prizes to include PARC hats and shirts

d. Discuss any additional park walk-through in advance of upcoming PARC meetings – Founders Park at 6:15 before Sept meeting - - Miners next; Central Park updates provided by Leslie

4. New Business and Updates

a. Updates from Town Staff and/or Town Council Liaison – updates on various projects in the midst of approvals

-Community Park Playground Project, - getting approved – reviewed final mock up – hope to complete by April 2026
North Pool Renovation Project, also a council agenda item – contractor to start Sept and end May – parking limited at tennis courts
Downtown Superior Civic Space, - music, group activities open to the town residents – splash fountain running -
Superior Park Evaluations Project, - review all parks to determine what work is needed – using Design Concepts – safety and environmental concerns – will use score cards -
2026 Town of Superior Budget timeline, - preliminary budget set for 2026 – will share relevant items later
Sports Equipment Rental at new front desk(not approved yet) at SCC – may have potential liability issue-need to look into – they are looking into a space, admin of the of effort(check in and out, etc) – donations of equipment versus donations of new or used equipment –
Stephanie spoke about community engagement concerning the need for soccer fields – looking at founders park

b. Marshall Fire Subcommittee Update (Saadia and Leslie)
Two applicants for the RFQ – meeting with them – two proposals – still lacking – lots to do

c. Summary points of meeting
The Committee reviewed and discussed the various projects that are slated to begin in the coming months, pending final approvals by the Town Council. The group also discussed the plan for the Chili & Beer Fest, which included the availability of current swag inventory along with suggestions for our next swag order, to be handed out at the PARC tent during the event. Justin Willis will be representing PARC at this year's CPRA Conference in Vail. Group members will meet before the September meeting at Founders Park to conduct a park walk-through.

5. Adjourn

Planning Commission
Meeting Minutes
Regular Meeting
August 5, 2025
Town Hall, 124 E. Coal Creek Drive
6:00 p.m.

1. **CALL TO ORDER A REGULAR MEETING OF THE PLANNING COMMISSION**

Chair David Harper called the meeting to order at 6:00PM

2. **PRELIMINARY MATTERS**

a. ROLL CALL

Present:	Chair David Harper Vice Chair Lonny Rose Commissioner Amanda Vaughan Commissioner Steve Witte Commissioner Michael Barnes Commissioner Michael Gordon Commissioner Ryan Mojo Commissioner David Gross Commissioner Anne Shanahan
Absent:	None
Others Present:	Renae Stavros, Planning and Building Director Bria May, Town Attorney's Office

b. PUBLIC COMMENT ON CONSENT AGENDA AND NON-AGENDA ITEMS

None

3. **APPROVAL OF MINUTES OF PLANNING COMMISSION**

a. June 17th, 2025 MEETING MINUTES

MOTION: Commissioner Amanda Vaughan moved to approve June 17th, 2025 Meeting Minutes, Seconded by Commissioner Ryan Mojo

VOTE: Motion carried 6-0

AYES: Chair David Harper, Vice Chair Lonny Rose, Commissioner Amanda Vaughan, Commissioner Ryan Mojo, Commissioner David Gross, Commissioner Anne Shanahan

NOES: None

ABSTAIN: Commissioner Steve Witte, Commissioner Michael Barnes, Commissioner Michael Gordon

4. **Presentation on the Status of the Comprehensive Plan Update**
    a. Nora Bland from Cushing Terrell presented on the status of the Comprehensive Plan Update
        i. Comments from Commissioners

5. **PLANNING AND BUILDING UPDATES**

    a. Transportation Plan – Final Plan Adoption – Town Council, August 11th
    b. Sagamore Evacuation – Guardian Storage FDP

6. **ADJOURNMENT**

Chair David Harper adjourned meeting at 8:16PM

Planning Commission
Meeting Minutes
Regular Meeting
August 19, 2025
Town Hall, 124 E. Coal Creek Drive
6:00 p.m.

1. **CALL TO ORDER A REGULAR MEETING OF THE PLANNING COMMISSION**

Chair David Harper called the meeting to order at 6:30PM

2. **PRELIMINARY MATTERS**

a. ROLL CALL

Present:	Chair David Harper Vice Chair Lonny Rose Commissioner Amanda Vaughan Commissioner Michael Barnes Commissioner Ryan Mojo Commissioner David Gross Commissioner Anne Shanahan
Absent:	Commissioner Steve Witte Commissioner Michael Gordon
Others Present:	Renae Stavros, Planning and Building Director Geoffrey Weathers, Planner II Bria May, Town Attorney's Office

b. PUBLIC COMMENT ON CONSENT AGENDA AND NON-AGENDA ITEMS

None

3. **APPROVAL OF MINUTES OF PLANNING COMMISSION**

a. August 5th, 2025 MEETING MINUTES

MOTION: Vice Chair Lonny Rose moved to approve August 5th, 2025 Meeting Minutes, Seconded by Commissioner Ryan Mojo

VOTE: Motion carried 7-0

AYES: Chair David Harper, Vice Chair Lonny Rose, Commissioner Amanda Vaughan, Commissioner Michael Barnes, Commissioner Ryan Mojo, Commissioner David Gross, Commissioner Anne Shanahan

NOES: None

4. **PUBLIC HEARING: FINAL DEVELOPMENT PLAN APPLICATION FOR KITE ROUTE CROSSING**

    a. Geoffrey Weathers from the Town's Planning Department gives a presentation on Final Development Plan for Kite Route Crossing
        i. Questions and Comments from Commissioners
    b. Members from Pennrose give presentation about the Pennrose team, the development summary, and the project approach for Kite Route Crossing
        i. Questions and Comments from Commissioners
    c. Public Comments
        i. Russ Morrisett, Resident of Canary Lane

MOTION: Vice Chair Lonny Rose moved to recommend approval of the Final Development Plan #4 for Discovery Office Park, Seconded by Commissioner Anne Shanahan

VOTE: Motion carried 7-0

AYES: Chair David Harper, Vice Chair Lonny Rose, Commissioner Amanda Vaughan, Commissioner Michael Barnes, Commissioner Ryan Mojo, Commissioner David Gross, Commissioner Anne Shanahan

NOES: None

5. **PLANNING AND BUILDING UPDATES**

    a. Comprehensive Plan Update – Chili Fest Table, Cushing Terrell working on Draft Plan, Final Plan currently expected by the end of the year (Nov./Dec.)

6. **ADJOURNMENT**

Chair David Harper adjourned meeting at 8:10PM

Meeting Notes
Historical Commission
August 15, 2025
10:00 a.m.
Superior Community Center
1500 Coalton Road

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

1. Call Meeting to Order
   At 10:02 a.m. Dalton Valette called the meeting to order.

2. Preliminary Matters
   a. Roll Call
      Present: Larry Dorsey, Dalton Valette, Mary Cartwright, Maureen Hogg, Scott Phillips, Jill Roberts, Susan Stanish, Karen Waligorski, Errol (Wally) Waligorski
      Absent: N/A
      Staff Present: Jennifer "JG" Garner, Arts & History Supervisor
      Town Council Liaison: none
      Guest(s): Jean Barrett of the Lions Clubs

   b. Approval of Agenda
      Susan moved to approve, Larry seconded. Unanimously approved.

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

3. General Updates, & Debriefing
   a. Updates
      i. Correspondence, completed/required
         - Mary sent note to former Mayor Clint Folsom to thank him regarding the video and a thank you to Ranger Phary Om for help with the fire truck at 4th of July. She also sent a thank you to representatives from the Lions Club.
      ii. Marshall Fire Remembrance, all advisory group subcommittee, via CAPS
         - Meeting scheduled for next Monday. Two RFQs have been received. The group will review.
      iii. RFI log and Mass Media list
         - Maureen requested an update about the Dotsy Baxter inquiry about having family history in Superior (Autrey and Hake), property and mineral rights. Larry will send Maureen more detailed information.
      iv. Donor(s), Lions Club, & recent donations
         - Wally, Mary and Larry had a phone conversation with Chris Wecker (relative of Helen Warembourg) and accepted some additional donations from their family.
         - Lions Club donation of the trees in Asti – the group discussed setting up an annual photo to be re-taken each year as the trees grow. JG will follow up with Jean from the Lions Club and SHC members.
   b. Debriefing
      i. August 2 open museum day
         - Frank Grasso's great grandson stopped by Grasso Park Interim Museum to visit; Dotsy Baxter came by the Asti Park Historical Museum.

- There were about 15 visitors to Grasso. Town GSA Kathryn Jenks helped with curation activities at Grasso. There were also several visitors at Asti in the afternoon. Karen and Wally helped inform volunteer Nancy Thomas with facts about the building and donations.

ii. August 8 work session
- Very productive session. Kathryn helped with moving the auger. Much work was done on CatalogIt and in accessioning.

iii. Heritage Roundtable and ANFRM
- No Roundtable meeting yesterday, they will meet next week.
- ANFRM is coming up next Monday in Wheatridge. Some SHC members will attend.

4. Work Plan Check-in
   a. Discussion Items
      i. Second grade field trips
         - Larry has been in touch with Jennifer Lehman at Superior Elementary. She has proposed potential dates of September 25-26 or October 2-3. Times are TBD; we usually start about 10:30, they eat lunch at the park and go back to school afterwards.
         - Eldorado PK-8 has been contacted and is still reviewing dates.
         - Larry sent an email to the Mayor to check his schedule. He hasn't heard back yet but will check again. JG suggested if he can't make it then contact Mayor Pro Tem Serbu or she can recommend another Council member to contact.

      ii. Fire truck in the Louisville parade
         - Larry: do we have permission from the Town to take it to the parade? JG will find out and confirm with Larry. He's available to drive the truck and believes Wally and maybe some town veterans want to ride on the truck as well. JG: we would need to have a member of staff accompany the truck.

      iii. SHC coloring book update, plus addition of Indigenous history
         - Dalton asked what next steps we could take on this.
         - JG: Larry and JG met to review content in context of new art-related coloring books that have just been completed. Questions came up such as what could the cover look like, what additional content could be added, etc. We ended up with new questions about potential new content beyond just adding indigenous history information. We know we need an updated map. Larry, Scott, and JG will be a subcommittee working on this. JG will compile notes from the meeting and send them out to the group for input.
         - The idea of adding more content raises the question of whether this remains truly a coloring book or becomes more of a workbook. We don't want to overdo the amount and complexity of content aimed at second graders.
         - Scott suggests a more local history focus versus nationally focused topics. We will also aim to incorporate indigenous history as appropriate to this area.

      iv. Completion of Fall Program planning
         - Dalton said everything is in place for the Healing Bus and the presentation by Right Relations Boulder on October 15. The expense figures are lining up with what we budgeted for.
         - JG said the room is secured. She will coordinate with Facilities on location for parking the bus and appropriate parking lot demarcation.
         - Mary suggested maybe we could have sandwich boards to put out on the day of to get more attention. Perhaps we could adapt temporary signs to put over our existing sandwich boards. Dalton will check with Right Relations to see if they have specific signage to bring.

      v. Collection management update: CatalogIt, exhibits, accessions
         - Jill said we still need the scanned donation forms to add information to some of our first 50 entries. JG will send them to Jill.
         - JG will pursue view-only access to CatalogIt by members of the public, once we're up and running with the full version of the software.
         - Karen said that aside from Wecker donations, everything is now added to the inventory list. We also need to make sure we are adding tags to everything and not moving things out for display that don't have labels.

- Jill suggested that maybe on the date of the field trips we could go early or stay late at Grasso to do some additional documentation of items in the barn. Then we could feel confident that it had recently been treated for wasps and cleaned.

vi. Volunteer update
- Dalton reported that our volunteer (Jade) is continuing work on the Indigenous lexicon list. The group discussed additional ideas for her involvement.
- Nancy Thomas came in and helped on our last open day. She enjoyed it and expressed that she would like to keep working as a docent and potentially assisting with work sessions.

vii. QR codes and partnership with CAPS
- Dalton reached out to Andrew on CAPS about this and hasn't heard yet but will be following up with him on Monday. They are close to finalizing a design that Dalton hopes to show us next meeting.
- JG reminded us that these are budgeted for this year.

viii. Assistance to OSAC with trail naming project; create work group
- Dalton and Scott want to be part of the working group, and it will likely include the intern Jade.

ix. Asti trifold, Asti article reprint, Lost Superior update and reprint, Walking Tour of Superior History trifold concept
- Maureen sent out an outline for a trifold for the self-guided walking tour. She has ideas for additional trifolds we could create. The group discussed how we could use QR codes to help disseminate some of this information – taking a more consumable media approach. Dalton will follow up with Maureen for an in-depth explanation of how a QR code would work and what it could show.

x. September open museum, "Grasso Day" with focus on agriculture
- Mary suggested maybe we could have a few more docents that day who could also help with tours of the barn and homestead grounds.
- Jill suggested maybe we could shift the Grasso Day focus to the October open day when we know the wasp issue will be taken care of. The group agreed to do this – it will now be on the October 4 open day.
- JG said that we'll need a bulleted list of highlights about the open days to give to Comms for promotion

b. Upcoming Events

i. September 6 open museums, 10 a.m. - 2 p.m.; Cemetery 11 a.m. -1 p.m.
- Dalton can be at either location. Nancy is available to help that day.
- JG has indicated to Comms that we need to craft language around the cemetery open days in case of bad weather, etc.
- Depending on parking and construction activities in the area, we may postpone it to another month. Scott suggested maybe we could shoot for November 1st as the first cemetery tour if the construction situation and weather conditions permit. The group agreed that this made more sense than trying to have the cemetery open on September 6.
- Jill suggested we could maybe have cemetery tours 3 times a year versus trying to do one every month as we originally thought.
- The group discussed the challenges of access for people with disabilities and brainstormed some possible solutions.

ii. September 12 work session, 10a.m.
- Susan and Mary are unavailable that day. Karen and Wally may not be either.

5. Staff Updates

i. Barn maintenance
- JG reported that there were no wasps noted during the last work session. The wasp trap was empty. However, there was rat or bunny detritus all over. She's working with Liam who is now working on the Facilities team. Population control for varmints is different now because of new extermination policies (sterilization vs. lethal). The exterminator is now coming monthly to do regular cleaning. JG recommends that from now on, don't go into the barn until closer to the next open day when it will have been cleaned the week before.

ii. Miner memorial bronze statue
    - JG noted that for the September 8 meeting of Town Council there is an item on the agenda for official approval of the statue expense.

iii. Privy painting
    - JG said that she heard from Carol Affleck who is still assisting with securing the vendor for that. JG believes that at this point it will likely take place in September.

6. Other
    a. JG noted that Mary had asked about the possibility of getting a sink installed in the basement of Asti for purposes of hand washing while Commissioners work on collection items. JG spoke to Leslie about this who suggested we get a cost estimate as a starting point. We also have to clarify the building code regarding whether it can actually be in the utility area or would have to be outside of it.
    b. JG discussed the key to the big display case – replacement has gone missing again. Scott said he believes it is in the bathroom cabinet area in Grasso. JG had contacted the company about getting two more replacements. They said they will send the two at no charge since their company is closing.
    c. Mary mentioned that the Dougherty Museum in Longmont has an event on the last weekend in August (29-31) with old tractors and other farm equipment exhibited and running, in case anyone wants to attend.
7. Adjourn
   Motion to adjourn made by Mary; seconded by Wally. Motion carried and meeting was adjourned at 11:58 a.m.

Next meeting: Friday, September 19, 2025, 10:00 a.m. at the Superior Community Center

Item Number 4c

Information for Meeting of the Superior Town Council

Agenda Item Name:	**Resolution – Approving an Agreement with J&T Consulting, Inc. for the 2026 Indiana Street Roadway Improvements Design**
Meeting Date:	**September 8, 2025**
Presented by:	**Brannon Richards, Public Works & Utilities Director**
Presented for:	**Action**

Background

The 2026 CIP Budget includes funds for street replacement projects, including reconstruction of Indiana Street from W Torreys Peak Drive to McCaslin Boulevard.

Indiana Street was constructed more than 25 years ago by the developer and while the Town has performed maintenance on the roadway, the roadway surface has reached the end of its useful life. Indiana Street is rated one of the worst streets in Superior based on the latest roadway condition assessment completed in 2024. Pavement condition index (PCI) rating for this section of Indiana Street was 41.3 as of 2024. Only two roads in Town had a worse PCI rating – Rock Creek Parkway and Honey Creek Lane, both of which are budgeted to be repaired in 2026.

In 2021, the Town reconstructed approximately 300 feet of Indiana Street from McCaslin Boulevard to the east, and in 2023 the Town reconstructed Indiana Street from Coalton Road to W Torreys Peak Drive. This project will address the remainder of Indiana Street south of Coalton Road.

Roadway Improvements

Based on the Geotech data and engineering analysis, staff is recommending full reconstruction of the roadway surface. The full reconstruction option includes the removal of all asphalt on the existing road, chemically treat the road base to harden and prevent soil swell potential, and place a new bottom, intermediate, and top lift of asphalt for a completely new road. This creates a roadway surface with a lifespan of 25-30 years. The Geotech and J&T Consulting will formulate

a subgrade and pavement design to maximize available funds while creating a roadway surface that will meet the Town's short and long-term needs.

The roadway will be reconstructed to generally match the existing roadway configuration. No changes to curb and gutter are anticipated, but bike lanes will be added where possible along the roadway section from McCaslin Boulevard to W Torreys Peak Drive.

Consultant Recommendation and Budget Implications

Staff is recommending J&T Consulting, Inc. for the design contract. J&T Consulting has an active on-call contract with the Town of Superior and has successfully completed several roadway reconstruction projects in Town, including Rock Creek Parkway to Indiana Street, Coalton Road, Indiana Street, and South 88th Street.

This work is included in the proposed 2026 budget and will be completed as part of the Sales Tax Ballot Measure. The design phase for this project will be charged to cost center 46-430-6616. The proposed 2026 budget includes $2,000,000 for design and reconstruction of this roadway section. The $93,823 design fee proposal is included in the 2026 budget estimate.

RECOMMENDED ACTION

Staff recommends approval of the agreement with J&T Consulting, Inc. for the 2026 Indiana Street Roadway Improvements Project in the amount of $93,823.

MOTION

Move to adopt a Resolution approving the agreement with J&T Consulting, Inc. for the 2026 Indiana Street Roadway Improvements Project in the amount of $93,823.

ATTACHMENTS

- Resolution
- Agreement

TOWN OF SUPERIOR
RESOLUTION NO. R-61
SERIES 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH J&T CONSULTING, INC., FOR THE 2026 INDIANA STREET ROADWAY IMPROVEMENTS

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

Section 1. The Professional Services Agreement between the Town of Superior and J&T Consulting, Inc., for the 2026 Indiana Street Roadway Improvements from West Torreys Peak Drive to McCaslin Boulevard 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 Development Agreement on behalf of the Town.

ADOPTED this 8th day of September, 2025.

_____
Mark Lacis, Mayor

ATTEST:

_____
Shannon Dujardin, Town Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this __8th__ day of ___September___, 2025 (the "Effective Date"), by and between the Town of Superior, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, CO 80027, (the "Town"), and J&T Consulting, Inc., an independent contractor with a principal place of business at 305 Denver Avenue, Suite D, Fort Lupton, CO 80621 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

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

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

I. SCOPE OF SERVICES

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

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

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed $93,823. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such

fees, costs and expenses. Contractor shall not be paid until the Scope of Services is completed to the satisfaction of the Town.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

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

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work under the Scope of Services, without the written approval of the Town.

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

E. Contractor shall comply with the accessibility standards for an individual with a disability adopted by the State Office of Information Technology pursuant to C.R.S. § 24-85-103, and shall indemnify, hold harmless and assume liability on behalf of the Town and its officers, employees, agents and attorneys for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the Town in relation to Contractor's noncompliance with such accessibility standards.

V. OWNERSHIP

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

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

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

1. Worker's Compensation insurance as required by law.

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

3. Professional liability insurance with minimum limits of $1,000,000 each claim and $2,000,000 general aggregate.

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

contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

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

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF SUPERIOR, COLORADO

_____
Mark Lacis, Mayor

ATTEST:

_____
Shannon Dujardin, Town Clerk

CONTRACTOR

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

My commission expires: _____

(S E A L)

_____
Notary Public

EXHIBIT A
SCOPE OF SERVICES

J&T Consulting will complete full design drawings and specifications for the 2026 Indiana Street Roadway Improvements. The following items will be completed for this project:

- Preliminary and final design drawings for Indiana Street including review of pavement section, widths, grading, traffic control, and drainage improvement needs
- Analysis and cost estimate for reconstruction of Indiana Street
- Utility locates and survey of marked utilities
- Preparation of technical specifications
- Geotechnical Investigation and pavement design and recommendation
- Subgrade soil treatment mix design and recommendations
- Preparation of complete bid documents for Town of Superior bidding purposes
- Attendance of pre-bid and design meetings as necessary

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Construction Administrative Services or Full-time Construction Observation Services;
- Construction Staking Services;
- Submittals and reviews that are not a part of the Town's review process (i.e. outside agencies, third party reviews, etc.);
- Lighting Design;
- Additional Public Meetings and Outreach and;

Schedule

J&T Consulting will provide services and deliverables as determined within a mutually agreed upon schedule, assuming continuous design progress and timely Town reviews. Based on coordination with the Town it is anticipated the following tentative schedule will be followed:

- Notice to Proceed (September 15, 2025)
- Submittal of 90% Documents (December 31, 2025)
- Submittal of Final Documents (January 30, 2026)

For the services set forth above, Client shall pay Consultant the following compensation:

J&T Consulting, Inc.

Town of Superior

Indiana Street from North Torreys Peak Drive to McCaslin Parkway

11/26/2019

Final Design Services Scope & Fee Summary

© 2025 J&T Consulting, Inc.

Task Description	J&T Consulting								Subtask Subtotal
	Project Manager Murray	Project Engineer Murray/York/	Senior Designer Yee	Staff Engineer Tuttle/Anderson	Designer Schum	Potholing High Plains	Surveying Utility Locates Am West	CMT Geotech	
rate	*$136*	*$126*	*$116*	*$116*	*$106*				
TASK SERIES 100 - PROJECT INITIATION AND COORDINATION									
102 - Project Coordination Meetings	15		4	15					$4,210
Task Series 100 Subtotals	*15*	*0*	*4*	*15*	*0*	*$0*	*$0*		$4,210
TASK SERIES 300 - PRELIMINARY FIELD INVESTIGATION									
301 - Field Visit		8		16					$2,840
302 - Geotech/Subgrade and Pavement Design	2	6		6				$16,500	$18,210
302 - Survey	2	4		4			$6,500		$7,730
303 - Potholing Allowance	2	8		8		$8,000			$10,190
Task Series 300 Subtotals	*6*	*26*	*0*	*34*	*0*	*$8,000*	*$6,500*	*$29,300*	$38,970
TASK SERIES 700 - PREPARE CONSTRUCTION PLANS AND SPECIFICATIONS									
701 - Construction Drawings (30%, 90%, and Final)	20	40	20	40	120				$27,200
705 - Construction Specifications (Final)	10	20		20					$6,150
706 - Opinion of Probable Construction Costs (Final)	8	16		16					$4,920
Task Series 700 Subtotals	*38*	*76*	*20*	*76*	*120*	*$0*	*$0*	*$0*	*$38,270*
TASK SERIES 800 - BIDDING PHASE SERVICES									
803 - Technical Question Responses, Addenda Preparation and Distribution	4	8		8					$2,460
804 - Pre-Bid Conference and Field Walkthrough	4			4					$1,000
805 - Bid Opening, Bid Tabulation, Evaluation, and Selection Recommendation	4			8					$1,460
806 - Contract Document Updates	4	4		32					$4,720
Task Series 800 Subtotals	*16*	*12*	*0*	*52*	*0*	*0*	*0*	*0*	*$9,640*

Subtotal	*$91,090*
Reimbursibles (3%)	*$2,733*
Total	*$93,823*

Item Number 4d

Information for Meeting of the Superior Metropolitan District No. 1 (SMD1) Board of Directors

Agenda Item Name:	**Resolution – Approving an Agreement with Direct Discharge Consulting, LLC for 2026 Water and Wastewater Treatment Plant Operations**
Meeting Date:	**September 8, 2025**
Presented by:	**Brannon Richards, P.E., Public Works & Utilities Director** **Jim Widner, P.E., Utilities Superintendent**
Presented for:	**Action**

Background

In 2021, the Town entered into a contract with Direct Discharge Consulting (DDC) to provide operations and maintenance for the District's water and wastewater treatment plants and related facilities. The initial contract approved on October 25, 2021 included a renewal option for up to three additional 1-year terms following completion of the initial contract term (see attached original contract).

DDC has successfully provided efficient and effective plant operations in Superior for nearly four consecutive years, and staff recommends renewing their contract for the 2026 calendar year. This would mark the fourth renewal since the originally executed contract.

Since partnering with DDC in 2021, the District has achieved an overall reduction in chemical costs at the wastewater treatment plant compared to previous periods, all while maintaining high standards of process operations and maintenance. These savings were realized despite rising costs for these commodities.

Over the nearly four years of partnership with DDC, the District has incurred an average annual expenditure of $186,000 for wastewater treatment chemicals. This represents a significant reduction compared to the previous three years, during which the average annual cost was $233,000. The annual savings amount to approximately $47,000, excluding any adjustments for inflation. Furthermore, due to operational innovations and other improvements implemented by DDC, the projected chemical costs for 2025 are expected to be well below the historical average. On the water treatment side, within the four years preceding the engagement of DDC, the Water

Treatment Plant (WTP) experienced four treatment violations that necessitated Public Notification. In contrast, under DDC's leadership as the District's operator in charge for nearly four years, we have maintained a record of zero violations.

Budget 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 2026, the CPI-U increase for our area is 2.2%. Table 1 provides a comparison of the current contract pricing and the increase for next year associated with CPI-U.

Table 1 – Current and proposed increase Pricing Comparison

	Monthly Costs	
	2025	**2026 (2.2% increase)**
A. Water Treatment Operations & Maintenance	$ $12,144.04	$ 12,411.21
B. Wastewater Treatment Operations & Maintenance	$ $23,861.27	$ 24,386.22
C. Reclaimed/Irrigation Operations & Maintenance	$ $4,772.25	$ 4,877.24
D. Sewage Lift Stations Operation & Maintenance	$ $4,772.25	$ 4,877.24
E. Terminal Reservoir Operations & Maintenance	$ $2,386.13	$ 2,438.62
Total Monthly Cost	**$ $47,935.94**	**$ 48,990.53**

This equates to an annual increase of $12,655.08.

Recommendation

Based upon the service provided to date and cost savings the District has observed, staff recommends approval of the contract renewal with Direct Discharge Consulting for Plant Operations for the 2026 calendar year.

Motion

Move to adopt a Resolution approving a Contract extension with Direct Discharge Consulting, LLC., for water/wastewater treatment plant operations for the 2026 calendar year.

Attachments

- Resolution
- Direct Discharge Consulting 2021 Contract
- Contract Extension – 2026

SUPERIOR METROPOLITAN DISTRICT NO.1
RESOLUTION NO. SMD#1-10
SERIES 2025

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUPERIOR METROPOLITAN DISTRICT NO. 1 APPROVING A CHANGE ORDER WITH DIRECT DISCHARGE CONSULTING, LLC, FOR THE 2026 WATER AND WASTEWATER TREATMENT PLANT OPERATIONS

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

Section 1. The Change Order between the District and Direct Discharge Consulting, LLC, for Water and Wastewater Treatment Plant operations for the 2026 season is hereby approved in substantially the same form as attached hereto, subject to final approval by the General Counsel. Upon such approval, the President is authorized to execute the Change Order on behalf of the District.

ADOPTED this 8th day of September, 2025.

_____
Mark Lacis, President

ATTEST:

_____
Shannon Dujardin, Secretary

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (the "Agreement") is made and entered into this 25th day of October, 2021 (the "Effective Date"), by and between the Superior Metropolitan District No. 1, a Colorado special district with an address of 124 East Coal Creek Drive, Superior, CO 80027 (the "District"), and Direct Discharge Consulting, LLC with an address of 1768 Topaz Drive, Loveland, CO 80537 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the District requires services; and

WHEREAS, Contractor has held itself out to the District 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 materials as specified in the Scope of Services) 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 **Exhibits A, B, C and D**, 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 District is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. COMPENSATION

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

III. TERM, TERMINATION AND RENEWAL

A. Initial Term. This Agreement shall commence on January 1, 2022, and shall terminate on December 31, 2022 (the "Initial Term").

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

1. The prices set forth in Exhibit E shall constitute the Base Prices.

2. 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) in the 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 July 1 of the year in which the Adjusted Price Schedule is delivered to the District.

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 275.6 for June 30th of the previous year and if the most recent data available for June 30th of the current year shows an index of 285.3, the increase is 3.5 percent. As such, the amounts on the Adjusted Bid Schedule may be increased by no more than 3.5 percent.*

C. Renewal Option. The District 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 District with the Adjusted Price Schedule each year, for up to 3 additional 1-year terms.

D. Termination. The District may terminate this Agreement by providing Contractor with 60 days advance written notice. In such case, the District 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 District shall have any remedy or right of set-off available at law and equity

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.

B. 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.

C. The District'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.

D. Contractor shall promptly remove any employee who is not performing in a professional manner, as may be determined in the District's reasonable discretion.

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 District. 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 District all of its right, title, and interest in such work. The District 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.

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 District employee for any purposes.

VII. INSURANCE

A. Contractor shall 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 under this Agreement, including the following, at a minimum:

1. Worker's compensation insurance as required by law; and

2. Commercial general liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate naming the District and the District's officers, employees, and consultants as additional insured. The policy shall be with a carrier and in a form acceptable to the District at the District's sole discretion. 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 District and the District'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 District. 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 District, 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 District a certificate of insurance as evidence that required policies are in full force and effect.

VIII. BOOKS AND RECORDS

Contractor's books and records in connection with this Agreement shall be kept in accordance with nationally recognized and accepted accounting principles and practices, and will

be made available for the District's inspection at all reasonable times at the places where the books and records are normally kept. Contractor shall retain such books and records for 3 years after termination of this Agreement.

IX. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the District 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 or the Scope of Services 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 any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

X. WORKERS WITHOUT AUTHORIZATION

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Contract.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Contract through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with a worker without authorization who is performing work under this Contract, Contractor shall: notify the subcontractor and the District within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization who is performing work under this Contract; and terminate the subcontract with the subcontractor if within 3 days

of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under this Contract; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization who is performing work under this Contract.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with this Contract.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under this Contract via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

XI. MISCELLANEOUS

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

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

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

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

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

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

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

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

I. Governmental Immunity. The District and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this 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 District and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the District 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 District'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 District not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

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

SUPERIOR METROPOLITAN DISTRICT NO. 1 SEAL COLORADO

SUPERIOR METROPOLITAN DISTRICT NO. 1

Clint Folsom

Clint Folsom, President

ATTEST:

Patricia Leyva

Patricia Leyva, Secretary

CONTRACTOR

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF Larimer)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 2nd day of November, 2021, by David Lewis as President of Direct Discharge Consulting

My commission expires: 12/19/2023

(S E A L)

Michele Funk

Notary Public

Michele Funk
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20194047239
MY COMMISSION EXPIRES December 19, 2023

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no employees]

1. Check and complete one:

☐ I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any employees during the term of my Contract with the Superior Metropolitan District No. 1 (the "District"), I certify that I will comply with the lawful presence verification requirements outlined in that Contract.

OR

☐ I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Contract with the District, I certify that I will comply with the lawful presence verification requirements outlined in that Contract.

2. Check one.

☐ I am a United States citizen or legal permanent resident.

The District must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the District's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.*

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the District.

_____ _____

Signature Date

DEPARTMENT PROGRAM AFFIDAVIT

[To be completed only if Contractor participates in the Department of Labor Lawful Presence Verification Program]

I, DAVID LEWIS, as a public contractor under contract with the District of Superior (the "District"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services (the "Contract") with the District within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under the Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under the Contract.

Signature

NOVEMBER 2, 2021
Date

STATE OF COLORADO)
) ss.
COUNTY OF Larimer)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 2nd day of November, 2021, by David Lewis as President of Direct Discharge Consulting

My commission expires: 12/19/2023

(SEAL)

Michele Funk
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20194047239
MY COMMISSION EXPIRES December 19, 2023

Michele Funk
Notary Public

EXHIBIT A
SCOPE OF SERVICES
Water/Wastewater Treatment Operations and Maintenance

Contractor shall perform all the following:

1. Scope

1.1 Continuous (24/7) O&M (operation & maintenance) of the District's 5.4 MGD (million gallon per day) rapid sand water filtration facility with adjacent High Zone pumping station, 1.4 MG (million gallon), 1.5 MG and 0.5 MG storage tanks and Potable Water Interconnection with the City of Louisville.

1.2 Continuous (24/7) O&M of the District's 2.2 MGD advanced wastewater treatment facility, including the 1.5 MG flow equalization pond and reclaimed water supply pumps.

2. General

2.1 Contractor shall operate the facilities so as to comply with all applicable laws and regulations promulgated by the State of Colorado, including its agencies. The operator in charge (ORC) shall be a licensed water/wastewater operator in Colorado, Class A as certified by the Colorado Department of Public Health & Environment (CDPHE). The ORC shall also hold the CDPHE required license and classification for responsibility/operation of the potable water distribution and reuse system, and sewage collection systems. All Facilities shall have coverage 7 days per week.

2.2 Contractor shall work under the direction of, and report to the Utilities Superintendent or as otherwise designated by the District Manager.

2.3 Contractor shall follow the instructions and recommendations for O&M as contained in the plant O&M manuals, and in the manuals furnished by the equipment suppliers. If the operator disagrees with any provisions of these documents, he shall document such disagreements to the District Manager for resolution. The operator shall minimize electrical and gas energy usage, and other utilities or commodities.

2.4 Contractor shall perform the specific tasks itemized below. It is intended that O&M services and Standard Operating Procedures (SOPs) be provided by trained and experienced operators having a high level of competence; and that complete O&M services for the subject facilities are intended whether or not normally required.

2.5 Contractor shall be responsible for all reports and permits required by CDPHE and the EPA to maintain compliance with all state and federal regulations for water, water distribution, water storage, wastewater treatment, biosolids handling and sewage collection, plant stormwater and the reclaimed water regulations. Reports under the contractor's responsibility include but not limited to the Consumer Confidence

Report/Water Quality report, Annual Regulation 85 report, Annual Biosolids Report and the WWTP Stormwater Master Plan and annual report.

2.6 Contractor shall be available to assist in the planning, designing and budgeting of facilities and infrastructure through staff and consultant meetings and occasionally District board meetings.

2.7 The District maintains a partnership with the Keep it Clean Program. Contractor shall be responsible for collecting water samples from streams as required by the program. Currently the District has 6 sampling points testing for pH, temperature, conductivity, dissolved oxygen (DO), E.coli, selenium, TSS, ammonia, TIN, TKN and TP.

2.8 Contractor shall submit a facilities annual report will be to the District on March 1 of the year following the report year. A sample report is available upon request.

2.9 Contractor shall conduct and represent the District as lead for all CDPHE Sanitary Surveys and all State Engineer inspections.

2.10 Contractor shall develop and implement an Asset Management Plan, using professional grade software specifically designed for developing, implementing and monitoring the plan.

3. Specific Tasks - Water Treatment

3.1 **Laboratory**. Contractor shall operate and equip the water analysis laboratory, and provide expendables, including reagents. Tests to be performed at the lab include without limitation: chlorine residuals, coagulant dosage optimization, jar test, turbidity calibration, and pH level. Contractor shall collect and deliver to a certified laboratory samples for periodic chemicals and microbiological analyses as required.

3.2 **Operations**. Contractor shall determine proper flow rates and optimum chemical feed rates, and calibrate, fill and adjust all chemical feeders, mixers, pumps, etc. involved with the treatment process. Contractor shall maintain a suitable inventory of process chemicals, and order and receive chemicals. Contractor shall control recycle flows and waste solid flows so as not to upset plant or downstream sewers.

3.3 **Shop**. Contractor shall maintain the shop with necessary tools for minor maintenance and repairs of plant and pump station equipment.

3.4 **Maintenance**. Contractor shall prepare an inventory of lubricants and common replacement parts that could be critical to maintaining operations. With approval of the District, Contractor shall maintain a suitable stock of such parts with an on-hand inventory. Contractor shall carry out all lubrication and preventative maintenance checks, notify the District of any problems requiring capital expenditures or outside services, and coordinate and assist outside service work.

3.5 **Cleanliness.** Contractor shall be responsible for maintaining the cleanliness and appearance of the interior spaces of all plant facilities in a professional manner. Bathrooms shall be cleaned at least twice monthly. Contractor shall provide all cleaning supplies and equipment, and shall collect and remove all trash from inside plant facilities. The District shall be responsible for maintaining the cleanliness and appearances of the exterior building and grounds within the plant property boundaries. The District shall also provide and arrange for trash hauling and dumpster service to the plant facility.

3.6 **Availability**. Contractor shall cause a Certified Operator to be available at all times, with a one hour maximum response time to any emergency at the plant or a related operations site, and a maintenance person to be available at all times with a one hour maximum response time to any emergency at the plant or a related operations site. Contractor shall have relief operators available to maintain daily operations and maintenance checks.

3.7 **Repairs**. Contractor shall repair or replace minor item problems that an operator typically would do. For more complex repairs, Contractor shall consult with the District and arrange for outside contract work. Contractor shall monitor, coordinate and oversee contract O&M-type work (this will not apply to major replacements or improvements that would typically be capitalized unless otherwise requested by the District). All work and equipment installed by Contractor shall have a minimum 2-year warranty on parts, labor and installation.

3.8 **Reporting/Records**. Contractor shall furnish all test results and reports required to CDPHE. In addition, Contractor shall submit a monthly report to the Utilities Superintendent by the end of the following month, including the following, at a minimum:

A. Records of production for the month, including maximum day quantity pumped to High Zone.

B. Data or graphs indicating storage tank levels.

C. Water quality data, e.g. average and peak turbidity, coliform test results, chlorine residuals, etc.

D. Summary of repair and maintenance activities.

E. Terminal Reservoir storage level.

F. Itemization of problems experienced.

G. Cost data or information requested by the District Manager.

A detailed daily log shall be maintained at plant site and shall be available for review at all times. An annual report for the year will be provided to the District by March 1 of the following reporting year.

3.9 Lead & Copper Rule. Contractor shall be responsible for implementing and executing all aspects of the Lead & Copper program as required by CDPHE, including locating and maintaining sampling points in conjunction with CDPHE and collecting all samples and furnishing test results, letters and reports required to CDPHE and the District. Contractor shall also be responsible for notifications to residents of sampling practices.

4. Specific Tasks - Wastewater Treatment

4.1 **Laboratory**. Contractor shall operate the process control laboratory and provide expendables, including reagents. Tests to be run at lab include: D.O., BOD, & TSS (influent & effluent); MLVSS (sludges) chlorine residual; coagulant dosage optimization (jar tests or other if equipment furnished); turbidity calibration (monitor turbidity continuously with provided equipment) and pH. Contractor shall calculate and plot F:M ratios daily, settlometers, and other monitoring values as required by the District. Contractor shall collect and deliver to a certified laboratory MPN samples and samples for periodic chemical analyses as required.

4.2 **Operations**. Contractor shall: determine proper return sludge and waste sludge flow rates and optimum chemical feed rates; calibrate, fill and adjust all chemical feeders, mixers, pumps, etc. involved with the treatment processes; maintain optimum D.O. levels in all basins; maintain a suitable inventory of process chemicals, and order and receive chemicals; control dissolved oxygen, recycle flows and waste solids flows so as to attain process efficiency and not upset the plant; manage waste digested sludge operations. Schedule, assist and monitor waste sludge hauling; control waste sludge withdrawals so as to maximize solids content (minimize hauling costs); operate the centrifuge; deep bar screenings and collected grit confined and manage disposal of same; and minimize odor in pretreatment area.

4.3 **Shop**. Contractor shall maintain the shop with necessary tools for the maintenance and repairs of the plant and pump station equipment.

4.4 **Maintenance**. Contractor shall prepare an inventory of lubricants and common replacement wear parts that could be critical to maintaining operations. With approval of the District, Contractor shall maintain a suitable stock of such parts with an on-hand status inventory. Contractor shall carry out all lubrication and preventative maintenance checks, and notify the District of any problems requiring capital expenditures or outside services. Contractor shall coordinate and assist outside service work.

4.5 **Cleanliness.** Contractor shall be responsible for maintaining the cleanliness and appearance of the interior spaces of all plant facilities in a professional manner. Bathrooms shall be cleaned at least twice monthly. Contractor shall provide all cleaning supplies and equipment, and shall collect and remove all trash from inside plant facilities. The District shall be responsible for maintaining the cleanliness and appearances of the exterior building and grounds within the plant property boundaries. The District shall also provide and arrange for trash hauling and dumpster service.

4.6 **Availability**. The Certified Operator shall be available at all times, with a one hour maximum response time to any emergency at the plant or a related operations site. Maintenance person to be available at all times, with a one hour maximum response time to any emergency at the plant or a related operations site. Have relief operators available to maintain daily operations and maintenance checks.

4.7 **Repairs**. Contractor shall repair or replace minor item problems that an operator typically would do. For more complex repairs, Contractor shall consult with the District and arrange for outside contract work. This will not apply to major replacements or improvements that would typically be capitalized. Contractor shall monitor, coordinate and oversee contract O&M-type work (this will not apply to major replacements or improvements that would typically be capitalized unless otherwise requested by the District). All work and equipment installed by Contractor shall have a minimum of a 2-year warranty on parts, labor and installation.

4.8 **Reporting/Records**. Contractor shall furnish test results and required DMRs to CDPHE, and submit a monthly report to the District by the end of the following month, including the following, at a minimum:

A. Records of loads (flow and BOD) for the month with maximum daily values.

B. Curves or data showing F:M ratios, loadings, and other data indicated in the O&M manual or designated by the Engineer as needed.

C. Irrigation water quality data, e.g. average and peak turbidity, coliform test results, OMR C/2 residuals.

D. Summary of repair and maintenance activities.

E. Quantity of irrigation water pumped.

F. Irrigation reservoir storage levels.

G. Itemization of problems experienced.

H. Cost data or other information requested by the District.

A detailed daily log shall be maintained at the plant site and shall be available for review at all times. An annual report for the year shall be provided to the District by March 1 of the following reporting year.

EXHIBIT B
SCOPE OF SERVICES
Reclaimed/Irrigation Water System Operations and Maintenance

Contractor shall provide daily checks, and operate and maintain the Irrigation Stations and Systems and all ancillary irrigation facilities on a seasonal basis, including:

1. Operate and maintain all Reclaimed and Irrigation System pumps and related control equipment at the WWTP, Pond 5 Pumping Station, Mica Court Pump Station and the Ridge Booster Pump Station.

2. Operate and maintain irrigation storage ponds including adjusting pump controls and valves, as necessary, to maintain proper levels.

3. Check and record run time of each pump.

4. Check auto screen clean system at Pond 5 Pumping Station and manually clean, as necessary.

5. Check, maintain and lubricate pumps monthly and as per manufacturer's specifications.

6. Check and adjust packing type seals to manufacturer's specifications.

7. Start up and shut down pump stations.

8. Operate all reclaimed and irrigation system facility valves necessary to facilitate irrigation.

9. Monitor flows in Community Ditch turnout daily, adjust and clean as needed.

10. Operate and monitor water levels in 1.4 MG irrigation reuse water storage reservoir.

11. Maintain reservoir and controls, as needed.

12. Maintain water levels, as needed, to supply irrigation demands.

13. Maintain and repair the floating cover on the 1.4 MG irrigation reuse reservoir, keeping it free of standing water, organic matter and other debris.

14. Check all anchors, outlet structure, fence, and gate and perform repairs as needed to damaged parts.

12. Provide an annual report for the year to the District by March 1 of the following reporting year. Including flows, electrical usage, maintenance and improvements completed and any operational issues that can be corrected in the future.

EXHIBIT C
SCOPE OF SERVICES
Sewage Lift Station Operations and Maintenance

Contractor shall provide weekend and emergency coverage for the operation and maintenance of the Sewage Lift Station, including:

1. Check all pumps and related control equipment.

2. Check generator for oil, temperature, and run times. Coordinate with the District's contractor on servicing and starting the back-up generator.

3. Check and record run times of each pump. This is primarily on the weekends and any other times to assist District staff.

4. Check and lubricate pumps to manufacturer's specifications. Coordinate and oversee annual preventive maintenance service of the pumps with the manufacturer.

5. Check Odor Control system, and coordinate maintenance to manufacturer's specifications.

6. Operate all valves necessary to facilitate Lift Station operations.

7. Have personnel available to answer and respond to all emergency calls from District staff to aid in operation and maintenance of the Lift Station.

8. Record and monitor wet well levels.

9. Provide an annual report for the year to the District by March 1 of the following reporting year. Including flows, electrical usage, maintenance and improvements completed and any operational issues that can be corrected in the future.

EXHIBIT D
SCOPE OF SERVICES
Terminal Reservoir Operations and Maintenance

Contractor shall provide assistance in maintaining and operating the Reservoir and its associated valves and gates, and shall:

1. Monitor and record Parshall Flume flow daily, when in use.

2. Monitor and record Reservoir volume weekly and level daily.

3. Monitor Reservoir condition weekly, including dam piezometer readings and charting.

4. Operate and maintain all equipment necessary to maintain and operate the FRICO pump station (raw water pump station) pumps, and auto strainer.

5. Adjust pump rates to keep Reservoir supplied with water and the pump station's wet well level coordinated with the flow from the ditch.

6. Inform FRICO (Farmers Reservoir and Irrigation Company) of the District's water usage and needs, though the District shall be responsible for ordering water from the Farmers Reservoir and Irrigation Company.

7. Keep the District informed as to Reservoir level and condition,

8. Provide seasonal maintenance requirements for the Sonic Solutions Algae Unit, including removing it from the reservoir, winterizing and storing it properly; and, deploying the unit back into the reservoir sometime in the spring.

EXHIBIT E
COMPENSATION

A.	Water Treatment Operations & Maintenance	$10,333.92	Per Month
B.	Wastewater Treatment Operations & Maintenance	$20,667.84	Per Month
C.	Reclaimed /Irrigation Operations & Maintenance	$ 4,133.57	Per Month
D.	Sewage Lift Stations Operations & Maintenance	$ 4,133,57	Per Month
E.	Terminal Reservoir Operations & Maintenance	$ 2,066.78	Per Month

Total Monthly Fee: $41,335.68 Per Month

ADDITIONAL SERVICES RATE SUMMARY

Consulting	$125/ hour
Management Services	$100/ hour
Lead Operator	$100/ hour
Assistant Lead Operator	$100/ hour
Facility Operator	$100/ hour
Administrative Staff	$80/ hour
Mileage Charge	Prevailing IRS Rate
Line Jetting	$.60/ foot or $275/ hour + Mileage Case by Case
Root Cutting	$1.30/ foot or $400/ hour + Mileage Case by Case
Televising	$.70/ foot or $275/ hour + Mileage Case by Case
Locates	$0 – on site
	$0/ phone call
Grease Traps	$0/ visit
Evaluations	$0
Inspections	$50/ hour
Lab Testing	Cost + 0%

- Account set up for the District with Certified Laboratory(s) and all lab costs paid directly by the District

Lab Delivery	$0/ hour + mileage
Material Mark-up	10 %
Backflow Testing	40/ Device
Instrumentation & Controls	$100/ hour (Emergency Call Out During Business Hours)
	$125/ hour (Emergency Call Out After Hours)
Fire Hydrant Maintenance	$30/ Hydrant – repairs are Time & Materials

SUPERIOR METROPOLITAN DISTRICT NO. 1
WATER & WASTEWATER TREATMENT PLANT OPERATIONS
CHANGE ORDER NO. 2025-1

In accordance with the Agreement for Services between the Superior Metropolitan District No. 1 (hereinafter, the "District"), and Direct Discharge Consulting, LLC. (hereinafter, the "Contractor"), dated October 25, 2021, this Change Order constitutes a Renewal of this contract to provide for an additional 1-year term starting January 1, 2026 and ending December 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 October 25, 2021.

COMPENSATION. Compensation for Services (hereinafter the "Services") to be provided by the Contractor for the period January 1, 2026 and ending December 31, 2026 is included in **Exhibit A** of this Change Order and include an 2.2% increase in unit prices from the 2025 contract year.

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, President
Superior Metropolitan District No.1

_____
Date

By: _____

Dave Lewis, President
Direct Discharge Consulting, LLC

_____
Date

EXHIBIT A
COMPENSATION

RATE SCHEDULE - Effective January 1, 2026

The undersigned offers and agrees to furnish all items, upon which the prices are quoted, at the price set opposite each item. The undersigned certifies that no federal, state, or local tax is included in the quoted prices and that none will be added.

Name of Contractor: Direct Discharge Consulting, LLC.

Business Address: 6598 Buttercup Dr Unit 3 Wellington, Colorado 80549

Telephone Number: 970-619-8216

BASE RATE SUMMARY – Increased for 2026 based on CPI-U

A.	Water Treatment Operations & Maintenance:	$12,411.21	per month
B.	Wastewater Treatment Operations & Maintenance:	$24,386.22	per month
C.	Reclaimed / Irrigation Operations & Maintenance:	$4,877.24	per month
D.	Sewage Lift Stations Operations & Maintenance:	$4,877.24	per month
E.	Terminal Reservoir Operations & Maintenance:	$2,438.62	per month

Total Monthly Fee: $48,990.53

Forty-Eight Thousand Nine Hundred Nintey Dollars and Fifty-Three Cents

(Written in Words)

SUPERIOR METROPOLITAN DISTRICT NO. 1
WATER & WASTEWATER TREATMENT PLANT OPERATIONS
CHANGE ORDER NO. 2025-1

In accordance with the Agreement for Services between the Superior Metropolitan District No. 1 (hereinafter, the "District"), and Direct Discharge Consulting, LLC. (hereinafter, the "Contractor"), dated October 25, 2021, this Change Order constitutes a Renewal of this contract to provide for an additional 1-year term starting January 1, 2026 and ending December 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 October 25, 2021.

COMPENSATION. Compensation for Services (hereinafter the "Services") to be provided by the Contractor for the period January 1, 2026 and ending December 31, 2026 is included in **Exhibit A** of this Change Order and include an 2.2% increase in unit prices from the 2025 contract year.

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, President
Superior Metropolitan District No.1

___September 8, 2025_____
Date

By: _____

Dave Lewis, President
Direct Discharge Consulting, LLC

_____
Date

EXHIBIT A
COMPENSATION

RATE SCHEDULE - Effective January 1, 2026

The undersigned offers and agrees to furnish all items, upon which the prices are quoted, at the price set opposite each item. The undersigned certifies that no federal, state, or local tax is included in the quoted prices and that none will be added.

Name of Contractor: Direct Discharge Consulting, LLC.

Business Address: 6598 Buttercup Dr Unit 3 Wellington, Colorado 80549

Telephone Number: 970-619-8216

BASE RATE SUMMARY – Increased for 2026 based on CPI-U

A.	Water Treatment Operations & Maintenance:	$12,411.21	per month
B.	Wastewater Treatment Operations & Maintenance:	$24,386.22	per month
C.	Reclaimed / Irrigation Operations & Maintenance:	$4,877.24	per month
D.	Sewage Lift Stations Operations & Maintenance:	$4,877.24	per month
E.	Terminal Reservoir Operations & Maintenance:	$2,438.62	per month

Total Monthly Fee: $48,990.53

Forty-Eight Thousand Nine Hundred Nintey Dollars and Fifty-Three Cents

(Written in Words)

ITEM 4e

Information for Meeting of the Superior Town Council

Agenda Item Name:	**Resolution – Approving Agreement with Bintel Inc. for Project Management Services for FEMA HMGP Program**
Meeting Date:	**September 8, 2025**
Presented by:	**Leslie Clark, PROS Director** **Allison James, Disaster Preparedness and Recovery Manager** **Brooke Badon, Grants Administrator** **Tom Marsh, CEO Bintel Inc.**
Presented for:	**Action**

BACKGROUND

The Town of Superior solicited Statements of Qualifications from qualified and experienced Project Management firms (Consultant) to support the implementation of wildfire hazard mitigation projects funded through the FEMA Hazard Mitigation Grant Program (HMGP). The projects have been identified, vetted, and approved for funding through the FEMA Hazard Mitigation Grant Program. The Project Management firm will provide oversight, management, and coordination of fuel reduction projects and facility hardening projects of Town-owned facilities.

The Project Management firm will be responsible for project and grant management, team management, budget and cost management through the grant period performance from 2025 through June 2026. The Town has the option to renew the agreement for up to 2 additional 1-year terms. The Project Management services will play a pivotal role in safeguarding the health and safety of residents and preserving the environmental and structural integrity of identified Town properties.

BUDGET IMPLECATIONS

This contract is not to exceed $71,250 annually and may be renewed for up to 2 additional years, provided the FEMA HMGP funding and reimbursement process is extended for these additional terms. The local match that the Town is obligated to cover is 17.4% or $12,397.50 annually. This is a reimbursable grant program, and the Town will pay the full contract amount to the

vendor and then submit for FEMA reimbursement. The Town funding is located in the Open Space Fuels Mitigation Budget.

Project Year	FEMA HMGP Approved Annual Fee for Project Management Services	FEMA HMGP Reimbursement	Available Town Budget 71-471-6913	Town Portion of HMGP Project Management
2025	$71,250	$59,002	$655,128	$12,248
2026	$71,250	$59,002	$674,496	$12,248
2027	$71,250	$59,002	$633,563	$12,248

RECOMMENDED ACTION

Approval of a resolution with Bintel Inc. for the provision of Project Management services according to the approved FEMA Hazard Mitigation Grant Program.

MOTION

Move to adopt a resolution approving a contractual agreement with Bintel Inc. for the provision of Project Management services.

ATTACHMENTS

1. Resolution
2. Agreement
3. HMGP Map 2025
4. Infrastructure Hardening Map

TOWN OF SUPERIOR
RESOLUTION NO. R-62
SERIES 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BINTEL, INC., FOR WILDFIRE MITIGATION AND HARDENING PROJECT MANAGEMENT SERVICES

WHEREAS, the Town experienced the tragic Marshall Fire in December of 2020;

WHEREAS, the Town received grant funding through the FEMA Hazard Mitigation Grant Program to address wildfire mitigation efforts through the reduction of vegetative fuel loads and hardening of Town facilities; and

WHEREAS, a portion of the grant funding will be utilized in support of project management services, including oversight, management, and coordination of fuel reduction projects and facility hardening projects of Town-owned facilities.

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

Section 1. The Professional Services Agreement between the Town and Bintel, Inc., 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 Professional Services Agreement on behalf of the Town.

ADOPTED this 8 day of September, 2025.

_____
Mark Lacis, Mayor

ATTEST:

_____
Shannon Dujardin, Town Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this _____ day of _____, 2025 (the "Effective Date"), by and between the Town of Superior, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, CO 80027, (the "Town"), and Bintel, Inc., an independent contractor with a principal place of business at 1114 Maple Circle, Broomfield, CO 80020 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

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

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

I. SCOPE OF SERVICES

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

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

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor monthly and as provided for in **Exhibit B**, attached hereto and incorporated herein by this reference, in an amount not to exceed $71,250. In no event shall total compensation paid to Consultant exceed $71,250.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally

accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

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

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work under the Scope of Services.

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

E. Contractor shall comply with the accessibility standards for an individual with a disability adopted by the State Office of Information Technology pursuant to C.R.S. § 24-85-103, and shall indemnify, hold harmless and assume liability on behalf of the Town and its officers, employees, agents and attorneys for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the Town in relation to Contractor's noncompliance with such accessibility standards.

V. OWNERSHIP

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

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and

remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

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

1. Worker's Compensation insurance as required by law.

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

3. Professional liability insurance with minimum limits of $1,000,000 each claim and $2,000,000 general aggregate.

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

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

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

XI. FEDERAL PROVISIONS

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

B. *Equal Employment Opportunity*.

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

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

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

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

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

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

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

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

1. Minimum Wages.

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

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

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

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

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

c. If Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and Contractor agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by Contractor to the Administrator of the Wage and Hour Division, U.S. Department

of Labor, Washington, DC 20210. T he Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise Contractor, or notify Contractor that additional time is necessary.

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

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

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

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

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

7. Payrolls and basic records.

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

responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. If Contractor employs apprentices or trainees under approved programs, Contractor shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. Submittals.

i. Contractor shall submit weekly for each week in which any work is performed a copy of all payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal funding agency. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only include an individually identifying number for each employee. The required weekly payroll information may be submitted in any form desired. Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractor and subcontractors shall maintain the full social security number and current address of each covered worker, and shall submit them to the Town for transmission to the federal funding agency, Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for Contractor to require a subcontractor to provide addresses and social security numbers to Contractor for its own records, without weekly submission to the sponsoring government agency or the applicant, sponsor, or owner.

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

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

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

c. Contractor or subcontractor shall make the records required by this section on available for inspection, copying, or transcription by authorized representatives of the federal funding agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to

Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

8. Apprentices and trainees.

a. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, Contractor shall no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

13. Certification of eligibility.

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

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

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

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

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

2. In the event of any violation of the clause set forth in subsection (1) hereof, Contractor and any subcontractor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages

shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subsection (1) hereof, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of required overtime wages required.

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

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

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

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

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

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

H. *Debarment and Suspension*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

P. *Housing and Community Development Act*.

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

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

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

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

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

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

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

TOWN OF SUPERIOR, COLORADO

_____

Mark Lacis, Mayor

ATTEST:

_____

Shannon Dujardin, Town Clerk

CONTRACTOR

By: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

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

My commission expires:

(S E A L)

_____

Notary Public

EXHIBIT A

SCOPE OF SERVICES

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

- Project Management – provide management of hazard mitigation and potential facility improvement projects funded through the Town's HMGP.

- Federal Grants Management – provide HMGP grant management, including ensuring all project activities align with the approved Scope of Work and comply with federal regulations. Responsibilities include maintaining accurate documentation and records, as well as preparing grant reports and reimbursement requests.

- Team Coordination and Management – provide oversight of project staff, contractors, work plans and schedules, including monitoring and inspecting work progress.

- Health and Safety Management – provide and implement a plan to prioritize safety throughout the duration of project activities, including implementing relevant project safety regulations and ensuring that all personnel follow proper safety procedures.

- Strong Communication – provide staff who can consistently: attend and/or lead regular project team meetings, maintain open and clear communication with Town staff and contractors, provide regular updates on project progress and address any concerns or issues promptly, and present to Town Committees and Council as needed.

- Budget and Cost Management – provide budget management, including tracking project expenses, ensuring projects stay within budget and in compliance with grant guidelines and Federal, State and Local regulations. This also includes providing cost estimates to relevant Town staff and working with Town staff to adjust plans if necessary.

Contractor's Deliverables

In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

- Provide Project Management Plan for all HMGP activities

- Provide weekly or bi-weekly status meetings or check-ins with designated Town Staff as well as written summaries of all team meetings, including action items, decisions made and responsible parties

- Submit monthly project schedules and milestone updates

- Submit monthly budget tracking reports

- Provide contractor oversight reports, documenting work inspections, quality control measures and schedule adherence

- Prepare and submit quarterly and final federal grant reports, including compliance documentation and project closeout documentation

- Prepare and submit FEMA HMGP requests for reimbursement

- Maintain a centralized grant records management system to ensure ongoing compliance with all applicable federal, state, and local requirements for HMGP-funded activities. This includes, but is not limited to:
    - Maintaining staff time and effort documentation
    - Maintaining all project-related invoices, receipts, and payment records
    - Retaining procurement and compliance documentation
    - Monitoring and documenting project progress
    - Monitoring and document budget tracking
    - Maintaining copies of all submitted reports and reimbursement requests

- Provide prompt notification to Town staff of any issues that may impede the project's success, including but not limited to schedule delays, quality control, budget overruns, or regulatory risks

- Work closely with Town staff to recommend any changes to HMGP projects, including proposed revisions to Scope of Work, Budget, Activity Schedule

- Provide monthly invoices detailing time and effort expended

- Prepare and present project briefings to Town Committees and Town Council upon request

EXHIBIT B

COMPENSATION

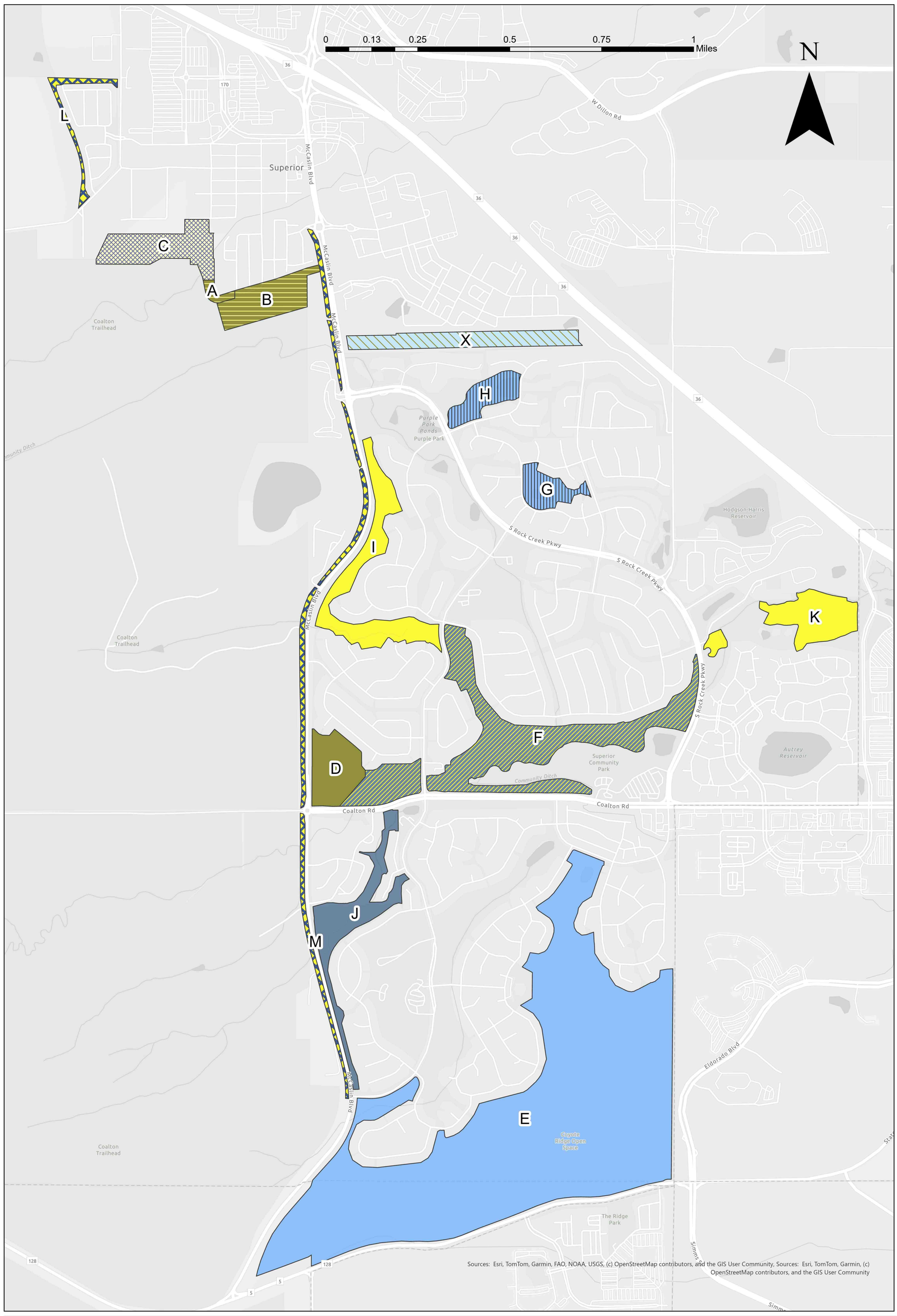
For the Scope of Services as set forth in **Exhibit A**, the Town shall pay Consultant in monthly installments as work is completed. Consultant shall submit monthly invoices to the Town in conjunction with a monthly status report.

- This agreement for services extends through June 2026 and may be renewed for up to two consecutive years
- Annual invoicing may not exceed $71,250

FEMA HMGP Project Areas and Activities

Maintenance Responsibilities Over a 3-Year Period

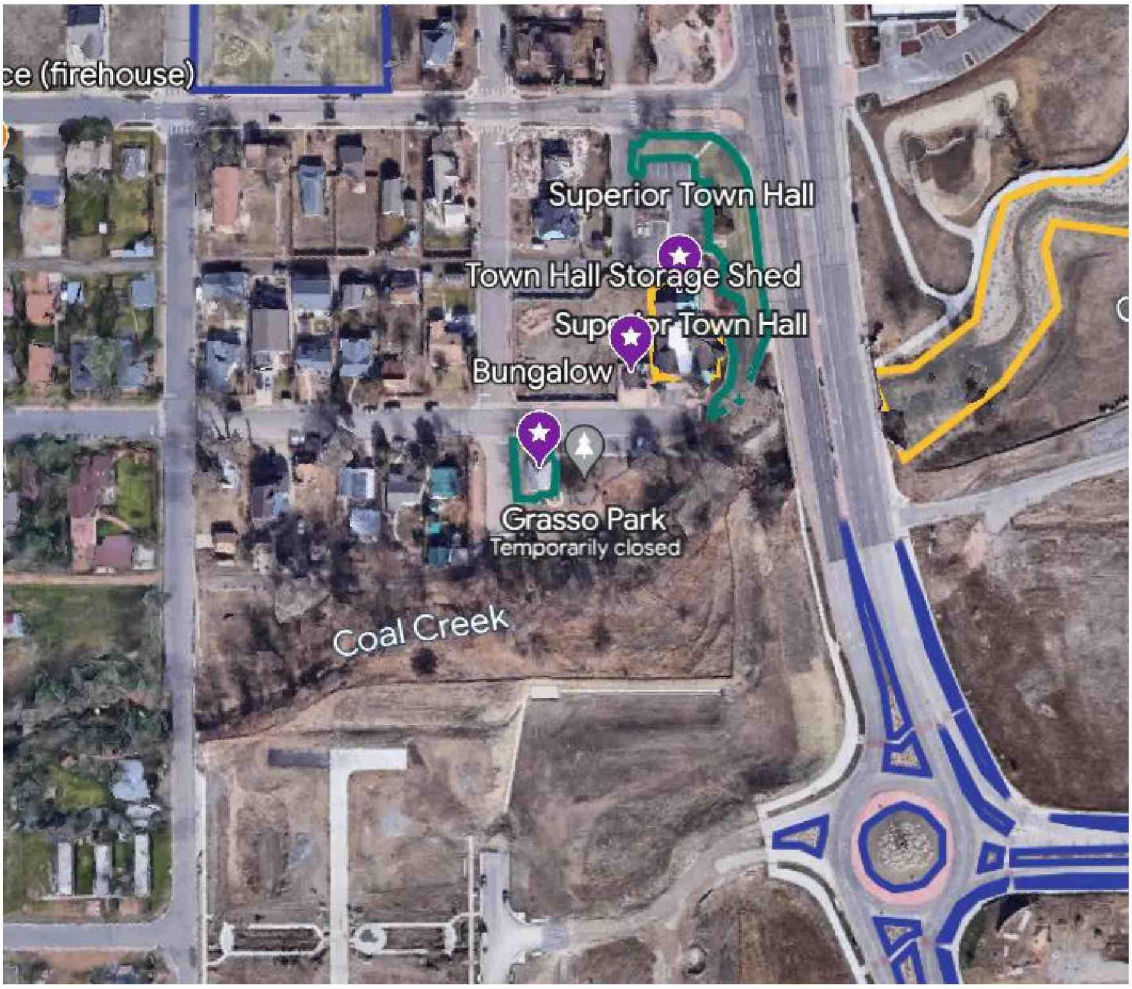
- Year 1: Herbicide Year 2-3: Spot Treat with Herbicide, Mechanical Pulls
- Year 1: Herbicide, mowing between the north fence line and Depot Rd Year 2-3: Spot Treat with Herbicide, Mechanical Pulls, and Mowing
- Year 1-3: Mechanical Pulls, Goat Grazing, and Re-Seeding with Native Seeds
- Year 1-3: Mechanical Pulls, Mowing, Spot Treat Herbicide, and Ladder Fuel Loads
- Year 1-3: Goat Grazing
- Year 1-3: Goat Grazing, Ladder Fuel Loads, and Mowing
- Year 1-3: Spot Treat with Herbicide and Mowing
- Year 1-3: Goat Grazing and Mowing
- Year 1-3: Spot Treat with Herbicide
- Year 1-3: Mechanical pulls, Mowing, Re-Seeding with Native Seeds



Area Indicator	Name	Acres
A	Madson Open Space	1.58
B	Arsenault Open Space	15.17
C	Coal Creek Crossing Open Space	17.92
D	Town 15	15.09
E	Coyote Ridge Open Space	284.79
F	Community Park (1 and 2)	64.49
G	Riverbend Park	7.86
H	Bowes Pond Natural Area	9.22
I	Tract E	25.42
J	Fire Station Park	20.71
K	Autrey Park	18.31
L	Sagamore Right-of-Way	6.6
M	McCaslin Blvd Right-of-Way	15.87
X	Tract H	16.74

Town of Superior℠

Infrastructure Hardening & Defensible Space – Town Facilities



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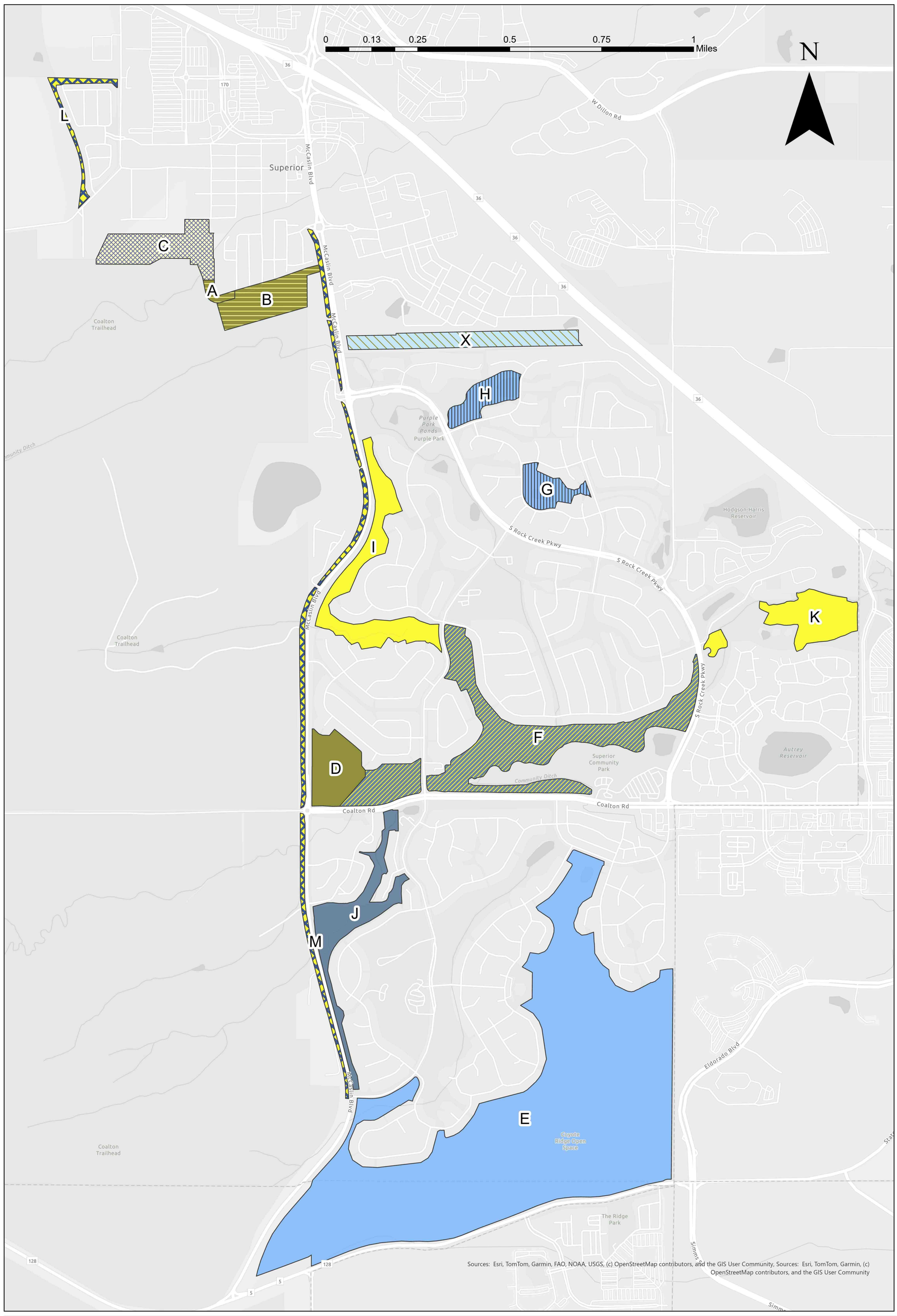

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Town of Superior℠

Item Number 4f

Information for Meeting of the Superior Town Council

Agenda Item Name:	**Consideration of a Resolution of the Town Council of the Town of Superior Authorizing the Town's Continued Participation in the National Opioid Settlement through the State**
Meeting Date:	**September 8, 2025**
Presented by:	**Matt Magley, Town Manager** **Nicholas Hartman, Town Attorney**
Presented for:	**Action**

BACKGROUND

A proposed nationwide settlement agreement has been reached with Purdue (and certain of its affiliates) and the Sackler family concerning alleged misconduct related to opioids. The Settlement contemplates that the Sacklers will be paying an aggregate of $6.5 billion in 16 payments over 15 years, including $1.5 billion on the settlement's Effective Date, which is expected to be in 2026.

The Colorado Attorney General's Office is asking the Town to sign on to a Purdue Pharma/Sackler family settlement no later than September 30, 2025, and will also be asking the Town to sign on to other separate settlements with secondary manufacturers no later than October 8, 2025. In order for Colorado to maximize our share of the settlement proceeds, this opioid settlement with Purdue and the Sackler family (like prior opioid settlements) requires that Colorado's local governments participate in the settlement by releasing their opioid-related legal claims against the settling Defendants. All opioid settlement funds that are received as a result of the settlement will follow the same Colorado Opioid Settlement Memorandum of Understanding. Completing the participation forms does not change the Town's decision to "opt-out" to direct funds to the Boulder County Regional Opioid Council. However, a local government's choice not to participate may impact and reduce the overall amount of money the State receives through the settlement.

All settlement funds must be used only for "Approved Purposes," a long and broad list that focuses on abatement strategies. These strategies emphasize prevention, treatment, and harm reduction. Some examples of these strategies include training health care providers on opioid use disorder ("OUD") treatment and responsible prescribing, expanding telehealth and mobile services for treatment, and increasing naloxone and rescue breathing supplies. The list of Approved Purposes

is broad enough to be flexible for local communities, while ensuring that settlement funds are used to combat the opioid epidemic.

In 2021, the Town approved the Town's participation in the Colorado Opioids Settlement Memorandum of Understanding (MOU), which was signed by all 64 counties and 248 municipalities in Colorado. In 2022, the Town approved participation in the Boulder County Region Opioid Council by Intergovernmental Agreement (IGA).

In addition to approving participation in the Purdue Pharma/Sackler family settlement, it also authorizes the Mayor to execute documents necessary to participate in any future opioid settlements coordinated through the Colorado Attorney General's Office.

RECOMMENDATION

Adoption of the resolution.

BUDGE IMPLICATIONS

If enough local governments join the settlement, Colorado stands to receive an estimated $75.6 million in addition to the millions of dollars our State has already begun receiving from previous opioid settlements. These funds will be distributed to local governments, including Boulder County for approved purposes.

MOTION

Move to adopt a Resolution of the Town Council of the Town of Superior authorizing the Town's continued participation in the National Opioid Settlement through the State.

ATTACHMENTS

- Resolution
- National Opioid Settlement Overview
- Colorado Opioids Settlement MOU
- Boulder County Region Opioid Council IGA

TOWN OF SUPERIOR
RESOLUTION NO. R-63
SERIES 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR AUTHORIZING THE TOWN'S CONTINUED PARTICIPATION IN THE NATIONAL OPIOID SETTLEMENT THROUGH THE STATE

WHEREAS, on October 25, 2021, by adoption of Resolution No. R-81, Series 2021, the Town Board of Trustees approved the Town's participation in the Colorado Opioids Settlement Memorandum of Understanding (the "MOU"), which was signed by all 64 counties and 248 municipalities in Colorado;

WHEREAS, on May 23, 2022, by adoption of Resolution No. R-29, Series 2022, the Board of Trustees approved participation in the Boulder County Region Opioid Council by intergovernmental agreement (the "IGA");

WHEREAS, the ongoing collaboration of Colorado's counties and municipalities has allowed Colorado to maximize settlement proceeds from the national effort to obtain opioid settlements from various entities for their role in the opioid crisis;

WHEREAS, prior to receipt of settlement proceeds, participating Colorado local governments must release their opioid-related legal claims against the settling defendants;

WHEREAS, the Colorado Attorney General's Office is now asking the Town to sign on to a Purdue Pharma/Sackler family settlement no later than September 30, 2025, and will also be asking the Town to sign on to other separate settlements with secondary manufacturers no later than October 8, 2025;

WHEREAS, Colorado is working with Rubris, the National Opioids Settlements Implementation Administrator, to collect the participation forms; and

WHEREAS, rather than seeking approval for each settlement and each related release of claims, the Town Council desires to authorize execution of these documents as they become available, provided they have been reviewed and approved by the Town Attorney.

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

Section 1. The Town Council hereby authorizes the Mayor to execute the documents necessary to complete the Purdue Direct

Settlement - CL-1732040, the anticipated opioid settlements with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus as relevant to Colorado, and the related release(s) of claims necessary for each settlement.

Section 2. The Town Council further authorizes the Mayor to execute such other documents as the Town may be requested to sign pursuant to the Town's ongoing participation in the MOU and IGA, subject to prior review and approval by the Town Attorney, and as necessary to effectuate the Town's ongoing participation in the national opioid settlement coordinated through the Colorado Attorney General's Office.

ADOPTED this 8 day of September, 2025.

_____
Mark Lacis, Mayor

ATTEST:

_____
Shannon Dujardin, Town Clerk

National Opioid Settlement: Purdue Pharma L.P.
Rubris Reference Number: CL-1732207

TO LOCAL POLITICAL SUBDIVISIONS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT A NEW NATIONAL OPIOID SETTLEMENT.

PURDUE PHARMA L.P. & SACKLER FAMILY SETTLEMENT OVERVIEW

A proposed nationwide settlement agreement has been reached with Purdue (and certain of its affiliates) and the Sackler family concerning alleged misconduct related to opioids.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Estate Settlement"), and a settlement of direct claims against the Sacklers held by States, local governments and other creditors (the "Direct Settlement", and together with the Estate Settlement, the "Settlement"). The Settlement contemplates that the Sacklers will be paying an aggregate of $6.5 billion in 16 payments over 15 years, including $1.5 billion on the settlement's Effective Date (expected to be in 2026), though some amounts are subject to discounted prepayments. These amounts are in addition to amounts available from the Purdue estate including amounts available on the Effective Date (expected to be around $900 million) and amounts that may be paid in the future.

The Settlement also contains injunctive relief governing opioid dispensing practices and requires the successor-in-interest of Purdue Pharma L.P. to implement safeguards to prevent diversion of prescription opioids, and also restrict certain Sacklers from directly or indirectly engaging in the manufacturing or sale of opioids, as detailed in the Settlement.

The proposed settlement has two key participation steps now that **all eligible states and territories elected to participate in the Direct Settlement.**

First, eligible subdivisions within each participating state decide whether to participate in the Direct Settlement. The Direct Settlement is documented in the Governmental Entity and Shareholder Direct Settlement Agreement, which is commonly referred to as the "GESA". The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the Direct Settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds.

YOU MUST PARTICIPATE IN THE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE SETTLEMENT.

Second, concurrently with the solicitation of eligible subdivisions to participate in the Direct Settlement, votes will be solicited for approval of Purdue Pharma L.P.'s bankruptcy plan, which plan will provide distributions in respect of the Estate Settlement. NOT ALL SUBDIVISIONS ELIGIBLE TO PARTICIPATE IN THE SETTLEMENT WILL RECEIVE PACKAGES TO VOTE ON THE PLAN.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Direct Settlement with the Sacklers.

If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE DIRECT SETTLEMENT. **IT IS NOT NECESSARY TO VOTE ON THE PLAN IN ORDER TO RECEIVE THE BENEFITS OF THE SETTLEMENT.**

WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?

The Direct Settlement provides that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for the Direct Settlement and was also retained for the prior national opioid settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in the Settlement, and therefore your subdivision may participate in the Direct Settlement. This notice is also being sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

If you are represented by an attorney with respect to opioid claims, please contact them. **Subdivisions can participate in the Settlement whether or not they filed a lawsuit or are represented.**

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlement, including each settlement agreement, may be found at: https://nationalopioidsettlement.com/purdue-sacklers-settlements/. This website will be updated to include information about how the Settlement is being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the terms of the settlement agreements and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state.

Your subdivision will need to decide whether to participate in the proposed Settlement, and subdivisions are encouraged to work through this process before the **September 30, 2025** deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENT?

The Settlement requires that you take affirmative steps to "opt in" to the Settlement.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator. In order to participate in the settlement, a subdivision must sign and return the required documentation.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Form and instructions.

All required documentation must be signed and returned on or before **September 30, 2025**.

BOULDER COUNTY REGION OPIOID COUNCIL INTERGOVERNMENTAL AGREEMENT

THIS BOULDER COUNTY REGION OPIOID COUNCIL INTERGOVERNMENTAL AGREEMENT (the "Regional Agreement") is made between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, and the City of Boulder, Town of Erie, Town of Jamestown, City of Lafayette, City of Longmont, City of Louisville, Town of Lyons, Town of Nederland, Town of Superior, and the Town of Ward, the Participating Local Governments in the Boulder County Region, referred to individually as a "Boulder PLG" and collectively the "Boulder PLGs."

RECITALS

A. The State of Colorado and Participating Local Governments have executed the Colorado Opioids Settlement Memorandum of Understanding (the "Colorado MOU"), establishing the manner in which Opioid Funds shall be divided and distributed within the State of Colorado;

B. The Regional Agreement assumes and incorporates the definitions and provisions contained in the Colorado MOU, and the Regional Agreement shall be construed in conformity with the Colorado MOU;

C. All Opioid Funds, regardless of allocation, shall be used for Approved Purposes;

D. Participating Local Governments shall organize themselves into Regions, as further depicted in **Exhibit C** to the Colorado MOU;

E. Regions may consist of Single-County Regions, Multi-County Regions, or Single County-Single City Regions (Denver and Broomfield);

F. There shall be a 60% direct allocation of Opioid Funds to Regions through a Regional Share;

G. Each Region shall be eligible to receive a Regional Share according to **Exhibit F** to the Colorado MOU;

H. The Colorado MOU establishes the procedures by which each Region shall be entitled to Opioid Funds from the Abatement Council and administer its Regional Share allocation;

I. The procedures established by the Colorado MOU include a requirement that each Region shall create its own Regional Council;

J. All aspects of the creation, administration, and operation of the Regional Council shall proceed in accordance with the provisions of the Colorado MOU;

K. Each such Regional Council shall designate a fiscal agent from a county or municipal government within that Region;

L. Each such Regional Council shall submit a two-year plan to the Abatement Council that identifies the Approved Purposes for which the requested funds will be used, and the Regional Council's fiscal agent shall provide data and a certification to the Abatement Council regarding compliance with its two-year plan on an annual basis;

M. The Regional Agreement pertains to the procedures for the Boulder PLGs to establish a Regional Council, designate a fiscal agent, and request and administer Opioid Funds in a manner consistent with the Colorado MOU;

N. The Boulder PLGs agree to organize the Boulder County Region Opioid Council (BCROC) to be eligible to receive the Regional Share according to Exhibit F of the Colorado MOU.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Boulder PLGs incorporate these recitals and agree as follows:

1. **DEFINITIONS**. The defined terms used in this Regional Agreement shall have the same meanings as in the Colorado MOU. Capitalized terms used herein and not otherwise defined within the Regional Agreement or in the Colorado MOU shall have the meanings ascribed to them in the body of the Regional Agreement.

2. **OBLIGATIONS OF THE BOULDER PLGS**. The Boulder PLGs shall perform their respective obligations as set forth in the Regional Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated by reference.

3. **REGIONAL COUNCIL**.

   3.1 Purpose: In accordance with the Colorado MOU, the Boulder PLGs agree to create the Boulder County Region Opioid Council ("BCROC" or Regional Council), consisting of representatives appointed by the Boulder PLGs, to oversee the procedures by which the Boulder County Region may request Opioid Funds from the Abatement Council and the procedures by which the allocation of its Region's Share of Opioid Funds are administered.

   3.2 Participation: The Boulder PLGs shall collaborate to appoint Regional Council members and to the extent practicable, Members shall be selected from different cities within the region. No single city should dominate the make-up of the Regional Council. Members shall be selected as follows:

(i) 1 county commissioner

(ii) 1 representative appointed from the county community services department

(iii) 1 representative appointed from the county public health department

(iv) 1 representative from the county human services department

(v) 1 representative appointed from law enforcement within region (sheriff, police, district attorney, etc.)

(vi) 1 representative appointed from a county court system within the Boulder Region

(vii) 3 representatives (total) appointed by cities and towns within the county, at least one of which shall be from a city or town with a population of less than 10,000 residents.

3.3 **Chair:** BCROC Members shall appoint one Member to serve as Chair of BCROC The Chair's primary responsibilities shall be to schedule and preside over periodic meetings and votes as needed and to serve as the point of contact for disputes within the Region. The Chair must be either a Member from a county within a Region, such as a county commissioner or their designee, or a Member from a city or town within a Region, such as a mayor or city or town council member or their designee.

3.4 **Terms:** BCROC shall be established within ninety (90) days of the first Settlement being entered by a court of competent jurisdiction, including any bankruptcy court. Members shall be appointed in accordance with Section 3.2 and shall serve two-year terms. Following the expiration of that two-year term, the Boulder PLGs, working in concert, shall reappoint that Member, or appoint a new Member according to Section 3.2.

(i) If a Member resigns or is otherwise removed from the BCROC prior to the expiration of their term, a replacement Member shall be appointed within sixty (60) days in accordance with Section 3.2 (a) to serve the remainder of the term. If the Boulder PLGs are unable to fill a Member vacancy within sixty (60) days, the existing Members of the BCROC at the time of the vacancy shall work collectively to appoint a replacement Member in accordance with Section 3.2. At the end of his or her term, the individual serving as that replacement Member may be reappointed by the Boulder PLGs to serve a full term consistent with this Section.

(ii) The purpose of the two-year term is to allow Boulder PLGs an increased opportunity to serve on the BCROC. However, BCROC

Members who have already served on the BCROC may be appointed more than once and may serve consecutive terms if appointed to do so by the Boulder PLGs.

3.5 **BCROC Operations Board:** The BCROC will use an Operations Board to make funding and policy recommendations to the BCROC. Members of the Operations Board are not members of BCROC unless separately appointed to BCROC as provided for in subsection (b) above. Members of the operations Board will be nominated by the Director of Boulder County Community Services for consideration by the BCROC. The BCROC Operations Board may be comprised of all or some of the following, not to include potential recipients of Opioid Funds:

(i) Representatives from behavioral health providers.

(ii) Representatives from health care providers.

(iii) Recovery/treatment experts.

(iv) Other county or city representatives with relevant experience.

(v) A representative from the Attorney General's Office.

(vi) Community representative(s), preferably those with lived experience with the opioid crisis.

(vii) Harm reduction experts.

3.6 **Duties:** The BCROC is primarily responsible for engaging with the Abatement Council on behalf of the Region and following the procedures outlined in the Colorado MOU for requesting Opioid Funds from the Regional Share, which shall include developing 2-year plans, amending those plans as appropriate, and providing the Abatement Council with data through its fiscal agent regarding Opioid Fund expenditures. Upon request from the Abatement Council, the BCROC may also be subject to an accounting from the Abatement Council.

3.7 **Governance:** The BCROC may establish its own procedures through adoption of bylaws if needed. Any governing documents must be consistent with the other provisions in this section and the Colorado MOU.

3.8 **Authority:** The terms of the Colorado MOU control the authority of the BCROC and the BCROC shall not stray outside the bounds of the authority and power vested by the Colorado MOU. Should the BCROC require legal assistance in determining its authority, it may seek guidance from the legal counsel of the county or municipal government of the BCROC's fiscal agent at the time the issue arises.

3.9 **Collaboration:** The BCROC shall facilitate collaboration between the State, Boulder PLGs, the Abatement Council, and other stakeholders within the Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.

3.10 **Transparency:** The BCROC shall operate with reasonable transparency and abide by all Colorado laws relating to open records and meetings. To the extent the Abatement Council requests outcome-related data from the BCROC, the BCROC shall provide such data in an effort to determine best methods for abating the opioid crisis in Colorado.

3.11 **Conflicts of Interest:** Members shall abide by the conflict-of-interest rules applicable to local government officials under state law.

3.12 **Ethics Laws:** Members shall abide by their local ethics laws or, if no such ethics laws exist, by applicable state ethics laws.

3.13 **Decision Making:** The BCROC shall seek to make all decisions by consensus. In the event consensus cannot be achieved, the BCROC shall make decisions by a majority vote of its Members.

4. REGIONAL FISCAL AGENT.

4.1 **Purpose:** According to the Colorado MOU, the BCROC must designate a fiscal agent for the Region prior to the Region receiving any Opioid funds from the Regional Share. All funds from the Regional Share shall be distributed to the BCROC's fiscal agent for the benefit of the entire Region. The fiscal agent shall ensure that full records of all financial transactions are maintained in an orderly manner for review by funding entities and the BCROC and ensure that maximum earnings and security are given to all organization funds.

4.2 **Designation:** The BCROC shall nominate and designate a fiscal agent for the Region by majority vote. Regional fiscal agents must be a board of county commissioners or a city or town council or executive department, such as a department of finance.

4.3 **Term:** A Regional fiscal agent must be appointed by the BCROC on an annual basis. A Regional fiscal agent may serve as long as the BCROC determines is appropriate, including the length of any Settlement that contemplates the distribution of Opioid Funds within Colorado.

4.4 **Duties:** The Regional fiscal agent shall receive, deposit, and make available Opioid Funds distributed from the Abatement Council and provide expenditure reporting data to the Abatement Council on an annual basis. In addition, the Regional fiscal agent shall perform certain recordkeeping duties outlined below.

a. **Opioid Funds:** The Regional fiscal agent shall receive all Opioid Funds as distributed by the Abatement Council. Upon direction by the BCROC,

the Regional fiscal agent shall make any such Opioid Funds available to the BCROC.

b. **Reporting:** On an annual basis, as determined by the Abatement Council, the Regional fiscal agent shall provide to the Abatement Council the BCROC's expenditure data from their allocation of the Regional Share and certify to the Abatement Council that the BCROC's expenditures were for Approved Purposes and complied with its 2-year plan.

c. **Recordkeeping:** The Regional fiscal agent shall maintain necessary records with regard the BCROC's meetings, decisions, plans, and expenditure data.

4.5 **Authority:** The fiscal agent serves at the direction of the BCROC and in service to the entire Region. The terms of the Colorado MOU control the authority of a BCROC, and by extension, the Regional fiscal agent. A Regional fiscal agent shall not stray outside the bounds of the authority and power vested by the Colorado MOU.

5. REGIONAL TWO-YEAR PLAN.

5.1 **Purpose:** According to the Colorado MOU, as part of a Regional Council's request to the Abatement Council for Opioid Funds from its Regional Share, the Regional Council must submit a 2-year plan identifying the Approved Purposes for which the requested funds will be used.

5.2 **Development of 2-Year Plan:** In developing a 2-year plan, the Regional Council shall solicit recommendations and information from all Boulder PLGs, the BCROC Operations Board, and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado. At its discretion, the BCROC may seek assistance from the Abatement Council for purposes of developing a 2-year plan.

5.3 **Amendment:** At any point, the BCROC's 2-year plan may be amended so long as such amendments comply with the terms of the Colorado MOU and any Settlement.

6. DISPUTES WITH ABATEMENT COUNCIL. If the BCROC disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the BCROC shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. However, the failure to alert the Abatement Council within this time frame shall not constitute a waiver of the BCROC's right to seek recoupment of any deficiency in its Regional Share.

7. RECORDKEEPING. The Regional fiscal agent shall be responsible for maintaining records consistent with the Regional Agreement.

8. **AUTHORIZED REPRESENTATIVES**. Each Boulder PLGs' representative designated below shall be the point of contact to coordinate the obligations in this Regional Agreement. The Boulder PLGs designate their authorized representatives under this Regional Agreement as follows:

    8.1 Boulder County designates the County Administrator as its authorized representative.

    8.2 City of Boulder designates the City Manager as its authorized representative.

    8.3 Town of Erie designates the Town Administrator as its authorized representative

    8.4 Town of Jamestown designates the Town Clerk as its authorized representative.

    8.5 City of Lafayette designates the City Administrator as its authorized representative.

    8.6 City of Longmont designates the City Manager as its authorized representative.

    8.7 City of Louisville designates the City Manager as its authorized representative.

    8.8 Town of Lyons designates the Town Administrator as its authorized representative.

    8.9 Town of Nederland designates the Town Administrator as its authorized representative.

    8.10 Town of Superior designates the Town Manager as its authorized representative.

    8.11 Town of Ward designates the Town Clerk as its authorized representative.

9. **OBLIGATIONS OF THE BOULDER PLGS**. The Boulder PLGs shall perform their respective obligations as set forth in the Regional Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated by reference.

10. **TERM**. The Regional Agreement will commence on when fully executed and shall expire on the date the last action is taken by the Region, consistent with the terms of the Colorado MOU and any Settlement (the "Term").

11. **INFORMATIONAL OBLIGATIONS**. Each Boulder PLG hereto will meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Regional Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Regional Agreement or any remedies available to the Boulder PLGs hereunder.

12. **CONFIDENTIALITY**. The Boulder PLGs, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from another Boulder PLG or otherwise have access to, except as may be

required by law. Nothing in this Regional Agreement shall in any way limit the ability of the Boulder PLGs to comply with any laws or legal process concerning disclosures by public entities. The Boulder PLGs understand that all materials exchanged under this Regional Agreement, including confidential information or proprietary information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq*., C.R.S., (the "Act"). In the event of a request to a Boulder PLG for disclosure of confidential materials, the Boulder PLG shall advise the Boulder PLGs of such request in order to give the Boulder PLGs the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If a Boulder PLG objects to disclosure of any of its material, the Boulder PLG shall identify the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Boulder PLG agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the Boulder PLGs may tender all material to the court for judicial determination of the issue of disclosure.

13. **GOVERNING LAW; VENUE**. This Regional Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action relating to this Regional Agreement will be in the District Court of Boulder County. Venue for any legal action relating to the Colorado MOU shall be in a court of competent jurisdiction where a Settlement or consent decree was entered, as those terms are described or defined in the Colorado MOU. If a legal action relates to both a Regional Agreement and the Colorado MOU, venue shall also be in a court of competent jurisdiction where a Settlement or consent decree was entered.

14. **TERMINATION**. The Boulder PLGs enter into this Regional Agreement to serve the public interest. If this Regional Agreement ceases to further the public interest, a Boulder PLG, in its discretion, may terminate their participation in the Regional Agreement, in whole or in part, upon written notice to the other Boulder PLGs. Each Boulder PLG also has the right to terminate the Regional Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the other Boulder PLGs. A Boulder PLG's decision to terminate this Regional Agreement, with or without cause, shall have no impact on the other Boulder PLGs' present or future administration of the Region's Opioid Funds and the other procedures outlined in this Regional Agreement. Rather, a Boulder PLG's decision to terminate this Regional Agreement shall have the same effect as non-participation.

15. **NOTICES**. "Key Notices" under this Regional Agreement are notices regarding default, disputes, or termination of the Regional Agreement. Key Notices shall be given in writing and shall be deemed received if given by confirmed electronic transmission that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and text messages when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or overnight carrier service or personal delivery, when received. For Key Notices, the Boulder PLGs will follow up any electronic transmission with a hard copy of the communication by the means described above. All other communications or notices between

the Boulder PLGs that are not Key Notices may be done via electronic transmission. The Boulder PLGs agree that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Regional Agreement.

16. GENERAL TERMS AND CONDITIONS.

16.1 **Independent Entities**. The Boulder PLGs enter into this Regional Agreement as separate, independent governmental entities and shall maintain such status throughout.

16.2 **Assignment**. This Regional Agreement shall not be assigned by any Boulder PLG without the prior written consent of all Boulder PLGs. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Regional Agreement.

16.3 **Integration and Amendment**. This Regional Agreement represents the entire agreement between the Boulder PLGs and terminates any oral or collateral agreement or understandings. This Regional Agreement may be amended only by a writing signed by the Boulder PLGs. If any provision of this Regional Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Regional Agreement shall continue in full force and effect.

16.4 **No Construction Against Drafting Party**. The Boulder PLGs and their respective counsel have had the opportunity to review the Regional Agreement, and the Regional Agreement will not be construed against any Boulder PLG merely because any provisions of the Regional Agreement were prepared by a particular Boulder PLG.

16.5 **Captions and References**. The captions and headings in this Regional Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Regional Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments within, attached to, or incorporated in this Regional Agreement unless otherwise noted.

16.6 **Statutes, Regulations, and Other Authority**. Any reference in this Regional Agreement to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Regional Agreement.

16.7 **Conflict of Interest**. No Boulder PLG shall knowingly perform any act that would conflict in any manner with said Boulder PLG's obligations hereunder. Each Boulder PLG certifies that it is not engaged in any current project or

business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Boulder PLG shall be paid or receive, directly or indirectly, any share or part of this Regional Agreement or any benefit that may arise therefrom.

16.8 **Inurement**. The rights and obligations of the Boulder PLGs to the Regional Agreement inure to the benefit of and shall be binding upon the Boulder PLGs and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Regional Agreement.

16.9 **Survival**. Notwithstanding anything to the contrary, the Boulder PLGs understand and agree that all terms and conditions of this Regional Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Regional Agreement shall survive such termination or expiration and shall be enforceable against a Boulder PLG if such Boulder PLG fails to perform or comply with such term or condition.

16.10 **Waiver of Rights and Remedies**. This Regional Agreement or any of its provisions may not be waived except in writing by a Boulder PLG's authorized representative. The failure of a Boulder PLG to enforce any right arising under this Regional Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

16.11 **No Third-Party Beneficiaries**. Enforcement of the terms of the Regional Agreement and all rights of action relating to enforcement are strictly reserved to the Boulder PLGs. Nothing contained in the Regional Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Boulder PLGs receiving services or benefits pursuant to the Regional Agreement is an incidental beneficiary only.

16.12 **Records Retention**. The Boulder PLGs shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished upon request.

16.13 **Execution by Counterparts; Electronic Signatures and Records**. This Regional Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Boulder PLGs approve the use of electronic signatures for execution of this Regional Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq*. The Boulder PLGs agree not to deny the legal effect or enforceability of the Regional Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Boulder PLGs agree not to object to the admissibility of the Regional Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing

an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

16.14 **Authority to Execute**. Each Boulder PLG represents that all procedures necessary to authorize such Boulder PLG's execution of this Regional Agreement have been performed and that the person signing for such Boulder PLG has been authorized to execute the Regional Agreement.

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COLORADO OPIOIDS SETTLEMENT MEMORANDUM OF UNDERSTANDING ("MOU")

Thursday, August 26, 2021

August 25, 2021 Attorney General version

A. Definitions

As used in this MOU:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming, and services to abate the opioid epidemic as identified by the terms of any Settlement. If a Settlement is silent on Approved Purpose(s), then Approved Purpose(s) shall mean those forward-looking strategies to abate the opioid epidemic identified in **Exhibit A** or any supplemental forward-looking abatement strategies added to **Exhibit A** by the Abatement Council. Consistent with the terms of any Settlement, "Approved Purposes" shall also include the reasonable administrative costs associated with overseeing and administering Opioid Funds from each of the four (4) Shares described in Section (B)(2). Reimbursement by the State or Local Governments for past expenses are not Approved Purpose(s). "Approved Purposes" shall include attorneys' fees and expenses incurred in the course of the opioid litigation that are paid through the process discussed below.

2. "County Area" shall mean a county in the State of Colorado plus the Local Governments, or portion of any Local Government, within that county.

3. "Effective Date" shall mean the date on which a court of competent jurisdiction, including any bankruptcy court, enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger the formation of the Abatement Council in Section (C) and the Regional Councils in Section (F)(5).[1]

4. "General Abatement Fund Council," or "Abatement Council," shall have the meaning described in Section (C), below.

[1] For the avoidance of doubt, the McKinsey Settlement and any other Settlement that precedes the finalization of drafting this MOU are not considered a trigger for purposes of the calculation of "Effective Date."

5. "Local Government(s)" shall mean all counties in the State of Colorado and the municipalities, towns, and county and city municipal corporations that are listed in **Exhibit B**.

6. "National Opioid Settlement Administrative Fund" shall mean any fund identified by a Settlement for the national distribution of Opioid Funds.

7. "Opioid Funds" shall mean damage awards obtained through a Settlement.

8. "Opioid Settling Defendant" shall mean any person or entity, or its affiliates, that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of licit opioids.

9. "Participating Local Government(s)" shall mean all Local Governments that sign this MOU, and if required under terms of a particular Settlement, who have executed a release of claims with the Opioid Settlement Defendant(s). For the avoidance of doubt, a Local Government must sign this MOU to become a "Participating Local Government." Local Governments may designate the appropriate individual from their entity to sign the MOU.

10. "Party" or "Parties" shall mean the State and/or Participating Local Government(s).

11. "Qualified Settlement Fund Account," or "QSF Account," shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).

12. "Regional Council" shall have the meaning described in Section (F)(5), below.

13. "Settlement" shall mean the negotiated resolution of legal or equitable claims against an Opioid Settling Defendant when that resolution has been jointly entered into by the State and the Participating Local Governments, or by any individual Party or collection of Parties that opt to subject their Settlement to this MOU. Unless otherwise directed by an order from a United States Bankruptcy Court, "Settlement" shall also include distributions from any liquidation under Chapter 7 of the United States Bankruptcy Code or confirmed plan under Chapter 11 of the United States Bankruptcy Code that treats the claims of the State and Local Governments against an Opioid Settling Defendant.

14. "The State" shall mean the State of Colorado acting through its Attorney General and the Colorado Department of Law.

B. Allocation of Settlement Proceeds

1. All Opioid Funds shall be held in accordance with the terms of any Settlement. If a Settlement allows Opioid Funds to be held in a National Opioid Settlement Administrative Fund, then Opioid Funds shall be held in such National Opioid Settlement Administrative Fund. If a Settlement does not allow for Opioid Funds

to be held in a National Opioid Settlement Administrative Fund, Opioid Funds shall be held in a Colorado-specific QSF Account or, under the following limited circumstances, in the State's Custodial Account: 1) if at the time of a Settlement, a Colorado-specific QSF Account is not yet established, although in such case, the Opioid Funds shall be transferred to the Colorado-specific QSF Account once it is established or 2) where the Abatement Fund Council determines Opioids Funds cannot be legally held in a Colorado-specific QSF Account. Regardless of whether Opioid Funds are held in a National Administrative Fund, a Colorado-specific QSF Account, or in the State's Custodial Account, the Abatement Council shall appoint one of its members to serve as the point of contact in accordance Section (C)(4)(b)(i), below.

2. All Opioid Funds, at the time of a Settlement or at the time designated in the Settlement documents, shall be divided and distributed as follows:[2]

   a. **10%** directly to the State ("State Share") for Approved Purposes in accordance with Section (D), below;

   b. **20%** directly to Participating Local Governments ("LG Share") for Approved Purposes in accordance with Section (E), below;

   c. **60%** directly to Regions ("Regional Share") for Approved Purposes in accordance with Section (F), below; and

   d. **10%** to specific abatement infrastructure projects ("Statewide Infrastructure Share") for Approved Purposes in accordance with Section (G), below.

3. Distribution of the Shares in Section B(2)(a) – (d) shall be direct, meaning that funds held in accordance with Section B(1) shall be disbursed directly to the State, Participating Local Governments, Regions, and the Statewide Infrastructure Share according to the terms of this MOU.

4. All Opioid Funds, regardless of allocation, shall be used for Approved Purposes.

5. Participating Local Governments may elect to share, pool, or collaborate with their respective allocation of the LG or Regional Shares in any manner they choose, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

C. General Abatement Fund Council

1. A General Abatement Fund Council (the "Abatement Council"), consisting of representatives appointed by the State and Participating Local Governments, shall

[2] This MOU treats multi-county health departments as county health departments for purposes of allocation and distribution of abatement proceeds and therefore multi-county health departments shall not receive any Opioid Funds directly. Third-Party Payors ("TPPs") are not Parties to this MOU.

be created to ensure the distribution of Opioid Funds complies with the terms of any Settlement and to provide oversight of the Opioid Funds in accordance with the terms of this MOU.

2. **Membership:** The Abatement Council shall consist of the following thirteen (13) members, who shall serve in their official capacity only.

   a. **State Members:** Seven (7) members shall be appointed by the State, as authorized volunteers of the State, as follows:

      (i) A Chair to serve as a non-voting member, except in the event of a tie;

      (ii) Two (2) members who are licensed professionals with significant experience in substance use disorders;

      (iii) Three (3) members who are professionals with significant experience in prevention, education, recovery, treatment, criminal justice, rural public health issues, or government administration related to substance use disorders; and

      (iv) One (1) member or family member affected directly by the opioid crisis.

   b. **Local Government Members:** Six (6) members shall be appointed by the Participating Local Governments. Local Government Members shall be a County Commissioner, Mayor, City or Town Council Member, or a professional with significant experience in prevention, education, recovery, treatment, criminal justice, rural public health issues, or governmental administration related to substance use disorders. A Participating Local Government may determine which Local Government Members are eligible (or ineligible) to serve on the General Abatement Fund Council. County Commissioners, City or Town Council Members, and/or Mayors from the Regions identified in **Exhibit C** shall collaborate to appoint Local Government Members as follows:

      (i) Two (2) Members from Regions 1, 5, 13, 14, 15, 17, 18;

      (ii) Two (2) Members from Regions 2, 6, 7, 8, 9, 10, 11, 12, 16; and

      (iii) Two (2) Members from Regions 3, 4, 19.

   c. **Terms:** The Abatement Council shall be established within ninety (90) days of the Effective Date. In order to do so, within sixty (60) days of the Effective Date, the State shall appoint the State Members in accordance with Section (C)(2)(a), and after conferral with the Local Governments, CCI and CML shall jointly appoint six (6) Local Government Members for an initial term not to exceed one year. Thereafter, Members shall be

appointed in accordance with this Section and Sections (C)(2)(a) and (b) and may serve no more than two (2) consecutive two-year terms, for a total of four (4) consecutive years. Except that, beginning in the second year only, two (2) State Members and two (2) Local Government members shall be appointed for a three-year term and may serve one consecutive two-year term thereafter. The Chair shall have no term but may be replaced at the State's discretion.

(i) If a State or Local Government Member resigns or is otherwise removed from the Abatement Council prior to the expiration of their term, a replacement Member shall be appointed within sixty (60) days in accordance with Sections (C)(2)(a) and (b).

(ii) If a Local Government Member vacancy exists for more than sixty (60) days, the State shall appoint a replacement Local Government Member to serve until the vacancy is filled in accordance with Section (C)(2)(b).

3. **Duties:** The Abatement Council is primarily responsible for ensuring that the distribution of Opioid Funds complies with the terms of this MOU. The Abatement Council is also responsible for oversight of Opioid Funds from the Regional Share in accordance with Section (F), below, and for developing processes and procedures for the distribution and oversight of Opioid Funds from the Statewide Infrastructure Share in accordance with Section (G) below.

4. **Governance:** The Abatement Council shall draft its own bylaws or other governing documents, which must include appropriate conflict of interest and dispute resolution provisions, in accordance with the terms of this MOU and the following principles:

a. **Authority:** The Abatement Council does not have rulemaking authority. The terms of this MOU and any Settlement, as entered by any court of competent jurisdiction, including any bankruptcy court, control the authority of the Abatement Council and the Abatement Council shall not stray outside the bounds of the authority and power vested by this MOU and any Settlement.

b. **Administration:** The Abatement Council shall be responsible for an accounting of all Opioid Funds. The Abatement Council shall be responsible for releasing Opioid Funds in accordance with Section (B)(1) for the Regional and Statewide Infrastructure Shares in Sections (B)(2)(c) and (d) and shall develop policies and procedures for the release and oversight of such funds in accordance with Sections (F) and (G). Should the Abatement Council require assistance with providing an accounting of Opioid Funds, it may seek assistance from the State.

(i) The Abatement Council shall appoint one of its members to serve as a point of contact for the purpose of communicating with the entity holding Opioid Funds in accordance with Section (B)(1) and in that role shall only act as directed by the Abatement Council.

c. **Transparency:** The Abatement Council shall operate with all reasonable transparency and operate in a manner consistent with all Colorado laws relating to open records and meetings regardless of whether the Abatement Council is otherwise obligated to comply with them.

(i) The Abatement Council shall develop a centralized public dashboard or other repository for the publication of expenditure data from any Party or Regional Council that receives Opioid Funds in accordance with Sections (D)-(G).

(ii) The Abatement Council may also require outcome related data from any Party or Regional Council that receives Opioid Funds in accordance with Sections (D)-(G) and may publish such outcome related data in the centralized public dashboard or other repository described above. In determining which outcome related data may be required, the Abatement Council shall work with all Parties and Regional Councils to identify appropriate data sets and develop reasonable procedures for collecting such data sets so that the administrative burden does not outweigh the benefit of producing such outcome related data.

(iii) For purposes of funding the centralized public dashboard or other repository described above, the Abatement Council shall make good faith efforts to seek funding from outside sources first, otherwise the State shall provide such funding.

d. **Collaboration:** The Abatement Council shall facilitate collaboration between the State, Participating Local Governments, Regional Councils, and other stakeholders for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.

e. **Decision Making:** The Abatement Council shall seek to make all decisions by consensus. In the event consensus cannot be achieved, unless otherwise required in this MOU, the Abatement Council shall make decisions by a majority vote of its Members. The Chair shall only vote in the event of a tie.

f. **Due Process:** The Abatement Council shall develop the due process procedures required by Section (G)(3)(d) for Parties to dispute or challenge remedial actions taken by the Abatement Council for Opioid Funds from the Statewide Infrastructure Share. The Abatement Council

shall also abide by the due process principles required by Section (F)(12)-(13) for Regions to dispute or challenge remedial actions taken by the Abatement Council for Opioid Funds from the Regional Share.

g. **Legal Status:** The Abatement Council shall not constitute a separate legal entity.

h. **Legal Representation:** To the extent permitted by law, the State shall provide legal counsel to State Members for all legal issues arising from those State Members' work on the Abatement Council. At all times, Local Government Members of the Abatement Council are entitled to receive legal representation from their respective governmental entities. In the event of a conflict, the Abatement Council and its members may retain the services of other legal counsel.

i. **Compensation:** No member of the Abatement Council shall be compensated for their work related to the Abatement Council.

D. State Share

1. In accordance with Sections (B)(1) and (B)(2)(a), and the terms of any Settlement, the State Share shall be paid directly to the State in accordance with the terms of this Section (D).

2. The State maintains full discretion over distribution of the State Share anywhere within the State of Colorado, however, the State Share shall be used for Approved Purposes only. The State will work to reduce administrative costs as much as practicable.

3. On an annual basis, as determined by the Abatement Council, the State shall provide all expenditure data, including administrative costs, from the State Share to the Abatement Council for purposes of maintaining transparency in accordance with Section (C)(4)(c)(i). The Abatement Council may require the State to provide additional outcome-related data in accordance with Section (C)(4)(c)(ii) and the State shall comply with such requirements.

4. If the State disputes the amount of Opioid Funds it receives from the State Share, the State shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the State's right to seek recoupment of any deficiency in its State Share.

E. LG Share

1. In accordance with Sections (B)(1) and (B)(2)(b), and the terms of any Settlement, the LG Share shall be paid directly to Participating Local Governments in accordance with the terms of this Section (E).

2. Allocations to Participating Local Governments from the LG Share shall first be determined using the percentages shown in **Exhibit D**.

3. The LG Share for each County Area shall then be allocated among the county and the other Participating Local Governments within it. **Exhibit E** reflects the default allocation that will apply unless the Participating Local Governments within a County Area enter into a written agreement providing for a different allocation. The Participating Local Governments may elect to modify the allocation for a County Area in **Exhibit E**, but such modification to the allocation in **Exhibit E** shall not change a County Area's total allocation under Section (E)(2).

4. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation from the LG Share. The portion of the LG Share that would have been allocated to a Local Government that is not a Participating Local Government will instead be re-allocated to the Regional Share for the Region where the Local Government is located, in accordance with Section (F), below.

5. In the event a Participating Local Government dissolves or ceases to exist during the term of any Settlement, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, be re-allocated to the Regional Share for the Region in which the Participating Local Government was located, in accordance with Section (F). If a Participating Local Government merges with another Participating Local Government, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, shall be re-allocated to the successor Participating Local Government's allocation of the LG Share. If a Participating Local Government merges with a Local Government that is not a Participating Local Government, the allocation for that Participating Local Government from the LG Share shall be re-allocated as directed by any Settlement, and if not specified, be re-allocated to the Region in which the merging Participating Local Government was located, in accordance with Section (F), below.

6. A Participating Local Government may forego its allocation of the LG Share and direct its allocation to the Regional Share for the Region where the Participating Local Government is located, in accordance with Section (F) below, by affirmatively notifying the Abatement Council on an annual basis of its decision to forego its allocation of the LG Share. A Participating Local Government's election to forego its allocation of the LG Share shall carry over to the following year unless the Participating Local Government notifies the Abatement Council otherwise. If a Participating Local Government elects to forego its allocation of the LG Share, the Participating Local Government shall be excused from the reporting requirements required by Section (E)(8).

7. Participating Local Governments maintain full discretion over the distribution of their allocation of the LG Share anywhere within the State of Colorado, however,

all Participating Local Governments shall use their allocation from the LG Share for Approved Purposes only. Reasonable administrative costs for a Participating Local Government to administer its allocation of the LG Share shall not exceed actual costs or 10% of the Participating Local Government's allocation of the LG Share, whichever is less.

8. On an annual basis, as determined by the Abatement Council, all Participating Local Governments shall provide all expenditure data, including administrative costs, from their allocation of the LG Share to the Abatement Council for purposes of maintaining transparency in accordance with Section (C)(4)(c)(i). The Abatement Council may require Participating Local Governments to provide additional outcome related data in accordance with Section (C)(4)(c)(ii) and all Participating Local Governments shall comply with such requirements.

9. If any Participating Local Government disputes the amount of Opioid Funds it receives from its allocation of the LG Share, the Participating Local Government shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its LG Share.

F. Regional Share

1. In accordance with Sections (B)(1) and (B)(2)(c), and the terms of any Settlement, the Regional Share shall be paid to the Regions in accordance with the terms of this Section (F).

2. Participating Local Governments shall organize themselves into the Regions depicted in **Exhibit C**. Municipalities located in multiple Regions may join all or some of the Regions in which they are located according to **Exhibit C**.

3. Allocations to Regions will be distributed according to **Exhibit F**. For multi-county Regions, each Region's share listed in **Exhibit F** is calculated by summing the individual percentage shares listed in **Exhibit D** for the counties within that Region. The percentages in **Exhibit F** are based on the assumption that every Local Government in each Region becomes a Participating Local Government.

4. In the event a city, town, or other municipality that is a Participating Local Government merges, dissolves, or ceases to exist during the term of any Settlement, the allocation of the Regional Share owed to the Region in which that Participating Local Government existed shall be re-allocated as directed by any Settlement, and if not specified, shall not be modified from **Exhibit F**. If a county that is a Participating Local Government merges with another county within its Region, the allocation of the Regional Share owed to the Region in which that county existed shall be re-allocated as directed by any Settlement, and if not specified, shall not be modified from **Exhibit F**. If a county that is a Participating Local Government merges with a county in a different Region during the term of

any Settlement, the allocation of the Regional Share owed to the Region in which that county existed shall be re-allocated as directed by any Settlement, and if not specified, shall be re-allocated to the Region in which that Participating Local Government merged in accordance with **Exhibit F**.

5. Each Region must create its own Regional Council while giving consideration to the regional governance models illustrated in **Exhibit G**. The Regional Council must be formed by the Participating Local Governments within the Region and each Regional Council shall designate a fiscal agent for the Region. Regional fiscal agents shall be county or municipal governments only. All funds from the Regional Share shall be distributed to the Regional Council's identified fiscal agent for the benefit of the entire Region.

    a. Subject to this Section F(5), each Region may draft its own intra-regional agreements, bylaws, or other governing documents to determine how the Regional Council will operate. However, each voting member of a Regional Council shall be an employee or elected official of a Participating Local Government within the applicable Region. In the case of Denver, the voting members of its Regional Council shall be appointed by the Mayor. In the case of Broomfield, the voting members of its Regional Council shall be appointed by the Broomfield City and County Manager.

    b. The Region shall not receive any Opioid Funds from the Regional Share until the Region certifies to the Abatement Council that its Regional Council has been formed and a fiscal agent has been designated. Such certification shall be in a simple form adopted by the Region and may be made via email, so long as it includes the names and affiliations of the Regional Council's members and the designated fiscal agent.

    c. If a Region does not form and certify its Regional Council and designate its fiscal agent within one-hundred and eighty (180) days of the Effective Date, the Abatement Council shall appoint members to the Region's Regional Council. Regional Council members appointed by the Abatement Council shall serve until the Region certifies the formation of its Regional Council to the Abatement Council.

    d. A Region shall submit a renewed certification required by Section (F)(5)(b), above, when its membership changes.

    e. If a membership vacancy exists on a Regional Council for more than ninety (90) days and the Regional Council is unable to fill the vacancy by its regular procedures during that time, the Abatement Council shall appoint a replacement member to serve until the Region fills the vacancy.

6. A Local Government that chooses not to become a Participating Local Government shall not receive any Opioid Funds from the Regional Share or participate in the Regional Councils described in Section (F)(5) above.

7. Each Regional Council shall make requests to the Abatement Council for Opioid Funds from their allocation of the Regional Share. Each Regional Council's request for Opioid Funds from the Regional Share shall be accompanied by a 2-year plan identifying the Approved Purposes for which the requested funds will be used by the Region anywhere within the State of Colorado. A Regional Council's 2-year plan may be amended so long as such amendments comply with the terms of this MOU and any Settlement. Any Regional Council may seek assistance from the Abatement Council for purposes of developing its 2-year plan.

8. Reasonable administrative costs for a Regional Council to administer its Region's allocation of the Regional Share shall not exceed actual costs or 10% of the Region's allocation of the Regional Share, whichever is less.

9. The Abatement Council shall release funds requested by a Regional Council in accordance with Section (B)(1) if the Regional Council's 2-year plan complies with the Approved Purposes, the terms of this MOU, and the terms of any Settlement. The Abatement Council shall not deny any funding request from a Regional Council on the basis that the Abatement Council does not approve or agree with the Approved Purposes for which a Regional Council requests Opioid Funds from the Regional Share. Nor may the Abatement Council hold up, delay, or make unreasonable requests for additional or supporting information of the Regional Council prior to releasing the requested Opioid Funds. The purpose of this MOU is to facilitate Opioid Funds to their intended recipients quickly and efficiently with minimal administrative procedure.

10. On an annual basis, as determined by the Abatement Council, each Regional Council's fiscal agent shall provide to the Abatement Council the Regional Council's expenditure data, including administrative costs, from their allocation of the Regional Share and certify to the Abatement Council that the Regional Council's expenditures were for Approved Purposes and complied with its 2-year plan. The Regional Council shall subject itself to an accounting at the Abatement Council's discretion.

    a. The Abatement Council shall review a Regional Council's expenditure data and certification to ensure compliance with the Regional Council's 2-year plan, the Approved Purposes, and the terms of this MOU and any Settlement.

    b. The Abatement Council shall publish the Regional Council's expenditure data, including administrative costs, from the Regional Share in accordance with Section (C)(4)(c)(i). The Abatement Council may require Regional Councils to provide additional outcome related data in

accordance with Section (C)(4)(c)(ii) and all Regional Councils shall comply with such requirements.

11. If any Regional Council disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the Regional Council shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. Failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Regional Council's right to seek recoupment of any deficiency in its Regional Share.

12. If the Abatement Council has reason to believe a Region's expenditure of its allocation of the Regional Share did not comply with the Region's 2-year Plan, the Approved Purposes, the terms of this MOU or any Settlement, as described in this Section (F), or that the Region otherwise misused its allocation of the Regional Share, the Abatement Council may take remedial action against the alleged offending Region. Such remedial action is left to the discretion of the Abatement Council and may include but not be limited to, withholding future Opioids Funds owed to the offending Region or requiring the offending Region to reimburse improperly expended Opioid Funds to the Regional Share.

13. Within one hundred and twenty (120) days of the Abatement Council being formed, in accordance with Section (C)(2)(c) above, the Abatement Council shall develop and publish due process procedures for allowing a Region to challenge or dispute any remedial action taken by the Abatement Council, including timelines during which the Region may engage in such a challenge or dispute. Such due process procedures shall reflect, at a minimum, the following principles:

    a. Upon learning of any conduct that may warrant remedial action against a Region, the Abatement Council shall first provide notice to the Region of the conduct at issue, provide the Region an opportunity to respond, and, if appropriate, cure the alleged offending conduct. If after providing the Region such notice and opportunities to respond and cure, the Abatement Council continues to believe remedial action is warranted, the Abatement Council may take such remedial action.

    b. If the Abatement Council decides to take remedial action against an alleged offending Region, such action may only occur by a two-thirds supermajority vote of the Abatement Council. Thus, an Abatement Council made up of twelve (12) voting members requires a vote of eight (8) Members prior to taking remedial action against an alleged offending Region.

    c. Prior to taking any remedial action against an alleged offending Region, the Abatement Council shall first provide notice to the alleged offending Region of the remedial action to be taken and the facts underlying such remedial action. The Abatement Council shall then provide the alleged

offending Region an opportunity to challenge or dispute the remedial action in accordance with, at a minimum, the principles below:

i. The alleged offending Region may request revisions or modifications to the proposed remedial action;

ii. The alleged offending Region may submit a written response to and/or request a hearing before the Abatement Council, or a third-party hearing officer,[3] regarding the alleged offending conduct and proposed remedial action; and

iii. After such written responses are submitted and reviewed and/or a hearing is conducted, the alleged offending Region may submit an appeal to the Abatement Council of the decision to take remedial action.

d. Remedial actions taken by the Abatement Council, in accordance with the due process principles detailed above, shall be considered final non-appealable orders and offending Regions may not seek judicial relief from remedial action taken by the Abatement Council, except as provided in Section (H), below.

e. Subject to Section (H)(2), below, if any Party(ies) believes the Abatement Council violated the terms of this MOU, such Party(ies) may seek to enforce the terms of this MOU.

14. If the Abatement Council has reason to believe a Region's conduct, or the conduct of any Participating Local Government or individual in that Region, amounts to a violation of any criminal law, the Abatement Council shall refer such matters to the appropriate authorities and may consider such conduct in its determination of any remedial action to be taken.

15. If the Abatement Council has reason to believe that an individual involved in the receipt or administration of Opioid Funds from the Regional Share has violated any applicable ethics rules or codes, the Abatement Council shall not attempt to adjudicate such a violation. In such instances, the Abatement Council shall lodge a complaint with the appropriate forum for handling such ethical matters, such as a local home rule municipality's ethics board.

16. Costs associated with the Abatement Council's distribution and oversight of the Regional Share, as described above in this Section (F), including costs associated with any remedial action by the Abatement Council, shall be paid from the Statewide

[3] Only an alleged offending Region may request the appointment of a third-party hearing officer to review any written responses and conduct any requested hearings. If an alleged offending Region makes such a request, the Abatement Council has sole discretion to appoint the third-party hearing officer and the alleged offending Region shall bear the cost of such review and/or hearing by the third-party hearing officer.

Infrastructure Share. The Abatement Council shall make all good faith efforts to limit such costs to the greatest extent possible.

G. Statewide Infrastructure Share

1. In accordance with Sections B(1) and (B)(2)(d), and the terms of any Settlement, the Statewide Infrastructure Share shall be paid to any Party or Regional Council in accordance with this Section (G).

2. The purpose of the Statewide Infrastructure Share is to promote capital improvements and provide operational assistance for developing or improving the infrastructure necessary to abate the opioid crisis anywhere within the State of Colorado. The Statewide Infrastructure Share is intended to supplement Opioid Funds received by any Party or Region.

3. Prior to distributing any Opioid Funds from the Statewide Infrastructure Share, the Abatement Council shall establish and publish policies and procedures for the distribution and oversight of the Statewide Infrastructure Share, including processes for Parties or Regions to apply for Opioid Funds from the Statewide Infrastructure Share. The Abatement Council's policies and procedures shall, at a minimum, reflect the following principles:

    a. Opioid Funds from the Statewide Infrastructure Share shall be used for Approved Purposes only;

    b. Opioid Funds from the Statewide Infrastructure Share shall be paid directly to the appropriate state agencies (including but not limited to the Colorado Department of Law), Regional fiscal agents, or Participating Local Governments only;

    c. Distribution and oversight of the Statewide Infrastructure Share shall comply with the terms of this MOU and any Settlement;

    d. Appropriate processes for remedial action will be taken against Parties or Regions that misuse Opioid Funds from the Statewide Infrastructure Share. Such processes shall include procedures for alleged offending Parties or Regions to challenge or dispute such remedial action; and

    e. Limitations on administrative costs to be expended by recipients for administering Opioid Funds received from the Statewide Infrastructure Fund, not to exceed actual costs expended by the recipient or 10% of the amount received, whichever is less.

4. The distribution and oversight policies and procedures developed by the Abatement Council, in accordance with Section (G)(3), shall be non-appealable orders and no Party or Region may seek judicial relief related to the distribution and oversight of the Statewide Infrastructure Share.

5. On an annual basis, as determined by the Abatement Council, any Party or Regional Council that receives funds from the Statewide Infrastructure Share shall provide all expenditure data, including administrative costs, related to any Opioid Funds it received from the Statewide Infrastructure Share and subject itself to an accounting as required by the Abatement Council. The Abatement Council shall publish all expenditure data from the Statewide Infrastructure Share in accordance with Section (C)(4)(c)(i). The Abatement Council may require the Parties or Regional Councils that receive funds from the Statewide Infrastructure Share to provide additional outcome related data in accordance with Section (C)(4)(c)(ii) and the Parties or Regional Councils shall comply with such requirements.

6. Costs associated with the Abatement Council's distribution and oversight of the Statewide Infrastructure Share, as described in this Section (G), shall be paid for from the Statewide Infrastructure Share. The Abatement Council shall make all good faith efforts to limit such costs to the greatest extent possible.

H. General Terms

1. All Parties and Regional Councils shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by the Abatement Council, any other Party or Regional Council, or the public. Records requested by the public shall be produced in accordance with Colorado's open records laws. Records requested by the Abatement Council or another Party or a Regional Council shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Party or Regional Council's obligations under Colorado's open records laws.

2. If any Party(ies) believes the Abatement Council has violated the terms of this MOU, the alleging Party(ies) may seek to enforce the terms of this MOU, provided the alleging Party(ies) first provides notice to the Abatement Council of the alleged violation and a reasonable opportunity to cure the alleged violation. In such an enforcement action, the alleging Party(ies) may only seek to enforce the terms of the MOU against the State and the Participating Local Governments from which the Local Government Members of the Abatement Council were appointed and may only seek declaratory and/or injunctive relief. In defense of such an enforcement action, the State's Members of the Abatement Council shall be represented by the State and the Local Government Members shall be represented by the Participating Local Governments from which the Local Government Members were appointed. In the event of a conflict, the Abatement Council and its Members may seek outside representation to defend itself against such an enforcement action.

3. If any Party(ies) believes another Party(ies), not including the Abatement Council, violated the terms of this MOU, the alleging Party(ies) may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Party(ies) first provide the alleged offending Party(ies)

notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Party or alleged offending Party(ies) may be represented by their respective public entity in accordance with Colorado law.

4. Nothing in this MOU shall be interpreted to waive the right of any Party to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Colorado law. In such an action, the alleged offending Party(ies), including the Abatement Council, may be represented by their respective public entities in accordance with Colorado law. In the event of a conflict, any Party, including the Abatement Council and its Members, may seek outside representation to defend itself against such an action.

5. If any Party(ies) believes another Party(ies), Region(s), or individual(s) involved in the receipt, distribution, or administration of Opioids Funds has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters, such as a local home rule municipality's ethics board.

6. If any Party(ies) believes another Party(ies), Region(s), or individual(s) involved in the receipt, distribution, or administration of Opioid Funds violated any Colorado criminal law, such conduct shall be reported to the appropriate criminal authorities.

7. Venue for any legal action related to this MOU shall be in a court of competent jurisdiction where any applicable Settlement(s) is entered.

8. Because recovery under the terms of different Settlement(s) may vary depending on the number of Parties required to effectuate a Settlement, the Parties may conditionally agree to sign on to the MOU through a letter of intent, resolution or similar written statement, declaration or pronouncement declaring their intent to sign on to the MOU if the threshold for Party participation in a specific Settlement is achieved.[4]

9. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this MOU. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or

[4] For instance, the July 21, 2021 "Distributor Settlement Agreement" includes a "Subdivision Settlement Agreement Form" that, once filled out and executed, is meant to indicate that Local Government's (or Subdivision's) election to participate in that Distributor Settlement and also, to require that Local Government to take steps to formally release any claim it may have against the Settling Distributors. With regard to the Distributor Settlement Agreement or any other Settlements that include a form similar to the Subdivision Settlement Agreement Form, the Parties may still conditionally agree to sign on to the MOU if, for instance, the threshold for Party participation in a specific Settlement is achieved.

because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

10. Each party represents that all procedures necessary to authorize such Party's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

I. Payment of Counsel and Litigation Expenses Through a Back-Stop Fund

1. Some Settlements, including the McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation ("Distributor") and Johnson & Johnson/Janssen ("J&J") settlements, may provide for the payment of all or a portion of the fees and litigation expenses owed by Participating Local Governments to counsel specifically retained to file suit in the opioid litigation. If any Settlement is insufficient to cover the fee obligations of the Participating Local Governments (as discussed and modified by Judge Polster's Order of August 6 regarding fees for the Distributor and J&J settlements), the deficiencies will be covered as set forth in further detail below.

2. The Parties also recognize that, as in the Distributor and J&J settlements, certain Opioid Settling Defendants may offer premiums benefiting the entire state of Colorado when Participating Local Governments agree to the Settlement(s), thereby settling their claims in their on-going lawsuits. For example, below is the chart illustrating how Incentive Payment B (a 25% premium to the entire state) works in the Distributor Settlement at Section IV.F.2.b (p. 20):

Percentage of Litigating Subdivision Population that is Incentive B Eligible Subdivision Population[5]	**Incentive Payment B Eligibility Percentage**
Up to 85%	0%
85%+	30%
86+	40%
91+	50%
95+	60%
99%+	95%
100%	100%

3. If the court in *In Re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio), or if a Settlement establishes a common benefit fund or similar device to compensate attorneys for services rendered and expenses incurred that have benefited plaintiffs generally in the litigation (the "Common Benefit Fund"),

and/or requires certain governmental plaintiffs to pay a share of their recoveries from defendants into the Common Benefit Fund ("Court-Ordered Common Benefit Fund Assessment"), then the Participating Local Governments shall be required to first seek to have their attorneys' fees and expenses paid through the Common Benefit Fund.

4. For the Distributor and J&J settlements only, counsel for Participating Local Governments shall have their expenses otherwise recoverable from Colorado Participating Local Governments compensated only through the Common Benefit Fund(s) established in those settlement(s). For the avoidance of doubt, counsel for Participating Local Governments may recover their attorneys' fees through the Distributor and J&J settlements and through the other applicable provisions of this Section (I).

5. In addition, as a means of covering any deficiencies in paying counsel for Participating Local Governments, a supplemental Colorado Attorney Fee Back-Stop Fund shall be established. The Colorado Attorney Fee Back-Stop Fund is to be used to compensate counsel for Participating Local Governments that filed an initial complaint in the opioid litigation by September 1, 2020 ("Litigating Participating Local Governments").

6. Payments out of the Colorado Attorney Fee Back-Stop Fund shall be determined by a committee (the "Opioid Fee and Expense Committee"). The Opioid Fee and Expense Committee shall consist of the following five (5) members:

   a. One (1) member appointed by CCI from a litigating county or from a litigating county and city municipal corporation;

   b. One (1) member appointed by CML from a litigating city;

   c. One (1) member appointed jointly by CCI and CML from a non-litigating county or city;

   d. One (1) member appointed by the Attorney General's Office; and

   e. One (1) neutral member jointly appointed by all of the other members listed above.

7. The Colorado Attorney Fee Back-Stop Fund shall be funded as follows from any Settlement, excluding settlements involving McKinsey and payments resulting from the Purdue or Mallinckrodt bankruptcy. For purposes only of calculating the funding of the Colorado Attorney Fee Back-Stop Fund, the Parties deem 58% of the total LG Share and Regional Share to be attributable to the Litigating Local Governments. The Colorado Attorney Fee Back-Stop Fund shall be funded by 8.7% of the total LG Share and 4.35% of the total Regional Share at the time such funds are actually received. No funds deposited into the Colorado Attorney Fee Back-Stop Fund will be taken from the Statewide Infrastructure Share or State Share.

8. Counsel for Litigating Participating Local Governments may apply to the Colorado Attorney Fee Back-Stop Fund only after applying to the Common Benefit Fund.

9. Counsel for Litigating Participating Local Governments may apply to the Colorado Attorney Fee Back-Stop Fund for only a shortfall – that is, the difference between what their fee agreements would entitle them to (as limited by this Section (I)) minus what they have already collected from the Common Benefit Fund (including both the "common benefit" and "contingency fee" calculations, if any). If they receive fees/costs for common benefit work in the national fee fund, these fees/costs will be allocated proportionately across all their local government opioid clients based on the allocation model used in the Negotiation Class website to allocate the appropriate portion to Colorado clients.

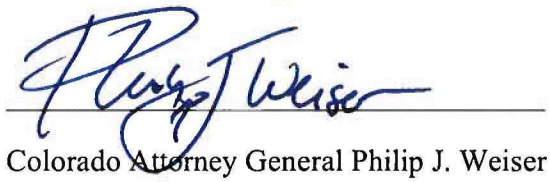
10. Counsel for Litigating Participating Local Governments are limited to being paid, at most, and assuming adequate funds are available in any Common Benefit Fund and Colorado Attorney Fee Back-Stop Fund, fees in an amount equal to 15% of the LG Share and 7.5% of the Regional Share attributable to their Colorado clients.

11. Any funds remaining in the Colorado Attorney Fee Back-Stop Fund in excess of the amounts needed to cover the fees and litigation expenses owed by Litigating Participating Local Governments to their respective counsel shall revert to the Participating Local Governments according to the allocations described in Sections (E) and (F). Every two years, the Opioid Fee and Expense Committee shall assess the amount remaining in the Colorado Attorney Fee Back-Stop Fund to determine if it is overfunded.

12. Despite the fact that a litigating entity bonus benefits the entire state, no portion of the State Share shall be used to fund the Colorado Attorney Fee Back-Stop Fund or in any other way to fund any Participating Local Government's attorneys' fees and expenses. Because the state did not hire outside counsel, any funds for attorneys fees that the state receives from the J&J and Distributor settlement will be deposited into the State Share.

13. To participate in the Colorado Attorney Fee Back-Stop Fund, counsel must follow the requirements of C.R.S. § 13-17-304.

This **Colorado Opioids Settlement Memorandum of Understanding** is signed this 26 day of August, 2021 by:



Colorado Attorney General Philip J. Weiser

This **Colorado Opioids Settlement Memorandum of Understanding** is signed this 25 day of October, 21 by:

Clint Folsom

Name & Title Clint Folsom, Mayor

On behalf of Town of Superior



Exhibit A

POTENTIAL OPIOID ABATEMENT APPROVED PURPOSES

I. TREATMENT

A. TREATMENT OF OPIOID USE DISORDER AND ITS EFFECTS

1. Expand availability of treatment, including Medication-Assisted Treatment (MAT), for Opioid Use Disorder (OUD) and any co-occurring substance use or mental health issues.

2. Supportive housing, all forms of FDA-approved MAT, counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it.

3. Treatment of mental health trauma issues that resulted from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking) and for family members (e.g., surviving family members after an overdose or overdose fatality).

4. Expand telehealth to increase access to OUD treatment, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

5. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

6. Scholarships for certified addiction counselors.

7. Clinicians to obtain training and a waiver under the federal Drug Addiction Treatment Act to prescribe MAT for OUD.

8. Training for health care providers, students, and other supporting professionals, such as peer recovery coaches/recovery outreach specialists, including but not limited to training relating to MAT and harm reduction.

9. Dissemination of accredited web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

10. Development and dissemination of new accredited curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service Medication-Assisted Treatment.

11. Development of a multistate/nationally accessible database whereby health care providers can list currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis.

12. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD.

13. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-informed practices such as adequate methadone dosing.

B. INTERVENTION

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer, if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorder.

3. Training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on the late adolescence and young adulthood when transition from misuse to opioid disorder is most common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management and/or support services.

6. Support work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

7. Create school-based contacts whom parents can engage to seek immediate treatment services for their child.

8. Develop best practices on addressing OUD in the workplace.

9. Support assistance programs for health care providers with OUD.

10. Engage non-profits and faith community as a system to support outreach for treatment.

C. CRIMINAL-JUSTICE-INVOLVED PERSONS

1. Address the needs of persons involved in the criminal justice system who have OUD and any co-occurring substance use disorders or mental health (SUD/MH) issues.

2. Support pre-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH issues, including established strategies such as:

   a. Self-referral strategies such as Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

   b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

   c. "Naloxone Plus" strategies, which work to ensure that individuals who have received Naloxone to reverse the effects of an overdose are then linked to treatment programs;

   d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model; or

   e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network.

3. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH issues to evidence-informed treatment, including MAT, and related services.

4. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH issues, but only if they provide referrals to evidence-informed treatment, including MAT.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH issues who are incarcerated, on probation, or on parole.

6. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate re-entry services to individuals with OUD and any co-occurring SUD/MH issues who are leaving jail or prison or who have recently left jail or prison.

7. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

D. WOMEN WHO ARE OR MAY BECOME PREGNANT

1. Evidence-informed treatment, including MAT, recovery, and prevention services for pregnant women or women who could become pregnant and have OUD.

2. Training for obstetricians and other healthcare personnel that work with pregnant women and their families regarding OUD treatment.

3. Other measures to address Neonatal Abstinence Syndrome, including prevention, care for addiction and education programs.

4. Child and family supports for parenting women with OUD.

5. Enhanced family supports and child care services for parents receiving treatment for OUD.

E. PEOPLE IN TREATMENT AND RECOVERY

1. The full continuum of care of recovery services for OUD and any co-occurring substance use or mental health issues, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.

2. Identifying successful recovery programs such as physician, pilot, and college recovery programs, and providing support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

3. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.

4. Community-wide stigma reduction regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

5. Engaging non-profits and faith community as a system to support family members in their efforts to help the opioid user in the family.

II. PREVENTION

F. PRESCRIBING PRACTICES

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

2. Academic counter-detailing.

3. Continuing Medical Education (CME) on prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Fund development of a multistate/national prescription drug monitoring program (PDMP) that permits information sharing while providing appropriate safeguards on sharing of private information, including but not limited to:

a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.

6. Educating dispensers on appropriate opioid dispensing.

G. MISUSE OF OPIOIDS

1. Corrective advertising/affirmative public education campaigns.

2. Public education relating to drug disposal.

3. Drug take-back disposal or destruction programs.

4. Fund community anti-drug coalitions that engage in drug-abuse prevention efforts.

5. School-based programs that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, or training of coalitions in evidence-informed implementation.

7. School and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

8. Engaging non-profits and faith community as a system to support prevention.

H. OVERDOSE DEATHS AND OTHER HARMS

1. Increasing availability and distribution of naloxone and other drugs that treat overdoses to first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, and other members of the general public.

2. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.

3. Developing data tracking software and applications for overdoses/naloxone revivals.

4. Public education relating to emergency responses to overdoses.

5. Free naloxone for anyone in the community.

6. Public education relating to immunity and Good Samaritan laws.

7. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.

8. Syringe service programs, including supplies, staffing, space, peer support services, and the full range of harm reduction and treatment services provided by these programs.

9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

III. ADDITIONAL AREAS

I. SERVICES FOR CHILDREN

1. Support for children's services: Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

J. FIRST RESPONDERS

1. Law enforcement expenditures relating to the opioid epidemic.

2. Educating first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

3. Increase electronic prescribing to prevent diversion and forgery.

K. COMMUNITY LEADERSHIP

1. Regional planning to identify goals for opioid reduction and support efforts or to identify areas and populations with the greatest needs for treatment intervention services.

2. Government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

L. STAFFING AND TRAINING

1. Funding for programs and services regarding staff training and networking to improve staff capability to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-systems coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD (e.g., health care, primary care, pharmacies, PDMPs, etc.).

M. RESEARCH

1. Funding opioid abatement research.

2. Research improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to OUD.

3. Support research for novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

4. Support for innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

5. Expanded research for swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

6. Research expanded modalities such as prescription methadone that can expand access to MAT.

N. OTHER

1. Administrative costs for any of the approved purposes on this list.

Exhibit B

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Adams County	**Adams**	**County**	
Arvada	Adams	City	2 counties
Aurora	Adams	City	3 counties
Bennett	Adams	City	2 counties
Brighton	Adams	City	2 counties
Commerce City	Adams	City	
Federal Heights	Adams	City	
Lochbuie	Adams	City	2 counties
Northglenn	Adams	City	2 counties
Thornton	Adams	City	2 counties
Westminster	Adams	City	2 counties
Alamosa County	**Alamosa**	**County**	
Alamosa	Alamosa	City	
Hooper	Alamosa	City	
Arapahoe County	**Arapahoe**	**County**	
Aurora	Arapahoe	City	3 counties
Bennett	Arapahoe	City	2 counties
Bow Mar	Arapahoe	City	2 counties
Centennial	Arapahoe	City	
Cherry Hills Village	Arapahoe	City	
Columbine Valley	Arapahoe	City	
Deer Trail	Arapahoe	City	
Englewood	Arapahoe	City	
Foxfield	Arapahoe	City	
Glendale	Arapahoe	City	
Greenwood Village	Arapahoe	City	
Littleton	Arapahoe	City	3 counties
Sheridan	Arapahoe	City	
Archuleta County	**Archuleta**	**County**	
Pagosa Springs	Archuleta	City	
Baca County	**Baca**	**County**	
Campo	Baca	City	
Pritchett	Baca	City	
Springfield	Baca	City	
Two Buttes	Baca	City	
Vilas	Baca	City	
Walsh	Baca	City	
Bent County	**Bent**	**County**	
Las Animas	Bent	City	
Boulder County	**Boulder**	**County**	
Boulder	Boulder	City	
Erie	Boulder	City	2 counties
Jamestown	Boulder	City	
Lafayette	Boulder	City	

EXHIBIT B

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Longmont	Boulder	City	2 counties
Louisville	Boulder	City	
Lyons	Boulder	City	
Nederland	Boulder	City	
Superior	Boulder	City	2 counties
Ward	Boulder	City	
Broomfield	**Broomfield**	**City/County**	
Chaffee County	**Chaffee**	**County**	
Buena Vista	Chaffee	City	
Poncha Springs	Chaffee	City	
Salida	Chaffee	City	
Cheyenne County	**Cheyenne**	**County**	
Cheyenne Wells	Cheyenne	City	
Kit Carson	Cheyenne	City	
Clear Creek County	**Clear Creek**	**County**	
Central City	Clear Creek	City	2 counties
Empire	Clear Creek	City	
Georgetown	Clear Creek	City	
Idaho Springs	Clear Creek	City	
Silver Plume	Clear Creek	City	
Conejos County	**Conejos**	**County**	
Antonito	Conejos	City	
La Jara	Conejos	City	
Manassa	Conejos	City	
Romeo	Conejos	City	
Sanford	Conejos	City	
Costilla County	**Costilla**	**County**	
Blanca	Costilla	City	
San Luis	Costilla	City	
Crowley County	**Crowley**	**County**	
Crowley	Crowley	City	
Olney Springs	Crowley	City	
Ordway	Crowley	City	
Sugar City	Crowley	City	
Custer County	**Custer**	**County**	
Silver Cliff	Custer	City	
Westcliffe	Custer	City	
Delta County	**Delta**	**County**	
Cedaredge	Delta	City	
Crawford	Delta	City	
Delta	Delta	City	
Hotchkiss	Delta	City	
Orchard City	Delta	City	
Paonia	Delta	City	

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Denver	**Denver**	**City/County**	
Dolores County	**Dolores**	**County**	
Dove Creek	Dolores	City	
Rico	Dolores	City	
Douglas County	**Douglas**	**County**	
Aurora	Douglas	City	3 counties
Castle Pines	Douglas	City	
Castle Rock	Douglas	City	
Larkspur	Douglas	City	
Littleton	Douglas	City	3 counties
Lone Tree	Douglas	City	
Parker	Douglas	City	
Eagle County	**Eagle**	**County**	
Avon	Eagle	City	
Basalt	Eagle	City	2 counties
Eagle	Eagle	City	
Gypsum	Eagle	City	
Minturn	Eagle	City	
Red Cliff	Eagle	City	
Vail	Eagle	City	
El Paso County	**El Paso**	**County**	
Calhan	El Paso	City	
Colorado Springs	El Paso	City	
Fountain	El Paso	City	
Green Mountain Falls	El Paso	City	2 counties
Manitou Springs	El Paso	City	
Monument	El Paso	City	
Palmer Lake	El Paso	City	
Ramah	El Paso	City	
Elbert County	**Elbert**	**County**	
Elizabeth	Elbert	City	
Kiowa	Elbert	City	
Simla	Elbert	City	
Fremont County	**Fremont**	**County**	
Brookside	Fremont	City	
Cañon City	Fremont	City	
Coal Creek	Fremont	City	
Florence	Fremont	City	
Rockvale	Fremont	City	
Williamsburg	Fremont	City	
Garfield County	**Garfield**	**County**	
Carbondale	Garfield	City	
Glenwood Springs	Garfield	City	
New Castle	Garfield	City	

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Parachute	Garfield	City	
Rifle	Garfield	City	
Silt	Garfield	City	
Gilpin County	**Gilpin**	**County**	
Black Hawk	Gilpin	City	
Central City	Gilpin	City	2 counties
Grand County	**Grand**	**County**	
Fraser	Grand	City	
Granby	Grand	City	
Grand Lake	Grand	City	
Hot Sulphur Springs	Grand	City	
Kremmling	Grand	City	
Winter Park	Grand	City	
Gunnison County	**Gunnison**	**County**	
Crested Butte	Gunnison	City	
Gunnison	Gunnison	City	
Marble	Gunnison	City	
Mount Crested Butte	Gunnison	City	
Pitkin	Gunnison	City	
Hinsdale County	**Hinsdale**	**County**	
Lake City	Hinsdale	City	
Huerfano County	**Huerfano**	**County**	
La Veta	Huerfano	City	
Walsenburg	Huerfano	City	
Jackson County	**Jackson**	**County**	
Walden	Jackson	City	
Jefferson County	**Jefferson**	**County**	
Arvada	Jefferson	City	2 counties
Bow Mar	Jefferson	City	2 counties
Edgewater	Jefferson	City	
Golden	Jefferson	City	
Lakeside	Jefferson	City	
Lakewood	Jefferson	City	
Littleton	Jefferson	City	3 counties
Morrison	Jefferson	City	
Mountain View	Jefferson	City	
Superior	Jefferson	City	2 counties
Westminster	Jefferson	City	2 counties
Wheat Ridge	Jefferson	City	
Kiowa County	**Kiowa**	**County**	
Eads	Kiowa	City	
Haswell	Kiowa	City	
Sheridan Lake	Kiowa	City	
Kit Carson County	**Kit Carson**	**County**	

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Bethune	Kit Carson	City	
Burlington	Kit Carson	City	
Flagler	Kit Carson	City	
Seibert	Kit Carson	City	
Stratton	Kit Carson	City	
Vona	Kit Carson	City	
La Plata County	**La Plata**	**County**	
Bayfield	La Plata	City	
Durango	La Plata	City	
Ignacio	La Plata	City	
Lake County	**Lake**	**County**	
Leadville	Lake	City	
Larimer County	**Larimer**	**County**	
Berthoud	Larimer	City	2 counties
Estes Park	Larimer	City	
Fort Collins	Larimer	City	
Johnstown	Larimer	City	2 counties
Loveland	Larimer	City	
Timnath	Larimer	City	2 counties
Wellington	Larimer	City	
Windsor	Larimer	City	2 counties
Las Animas County	**Las Animas**	**County**	
Aguilar	Las Animas	City	
Branson	Las Animas	City	
Cokedale	Las Animas	City	
Kim	Las Animas	City	
Starkville	Las Animas	City	
Trinidad	Las Animas	City	
Lincoln County	**Lincoln**	**County**	
Arriba	Lincoln	City	
Genoa	Lincoln	City	
Hugo	Lincoln	City	
Limon	Lincoln	City	
Logan County	**Logan**	**County**	
Crook	Logan	City	
Fleming	Logan	City	
Iliff	Logan	City	
Merino	Logan	City	
Peetz	Logan	City	
Sterling	Logan	City	
Mesa County	**Mesa**	**County**	
Collbran	Mesa	City	
De Beque	Mesa	City	
Fruita	Mesa	City	

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Grand Junction	Mesa	City	
Palisade	Mesa	City	
Mineral County	**Mineral**	**County**	
City of Creede	Mineral	City	
Moffat County	**Moffat**	**County**	
Craig	Moffat	City	
Dinosaur	Moffat	City	
Montezuma County	**Montezuma**	**County**	
Cortez	Montezuma	City	
Dolores	Montezuma	City	
Mancos	Montezuma	City	
Montrose County	**Montrose**	**County**	
Montrose	Montrose	City	
Naturita	Montrose	City	
Nucla	Montrose	City	
Olathe	Montrose	City	
Morgan County	**Morgan**	**County**	
Brush	Morgan	City	
Fort Morgan	Morgan	City	
Hillrose	Morgan	City	
Log Lane Village	Morgan	City	
Wiggins	Morgan	City	
Otero County	**Otero**	**County**	
Cheraw	Otero	City	
Fowler	Otero	City	
La Junta	Otero	City	
Manzanola	Otero	City	
Rocky Ford	Otero	City	
Swink	Otero	City	
Ouray County	**Ouray**	**County**	
Ouray	Ouray	City	
Ridgway	Ouray	City	
Park County	**Park**	**County**	
Alma	Park	City	
Fairplay	Park	City	
Phillips County	**Phillips**	**County**	
Haxtun	Phillips	City	
Holyoke	Phillips	City	
Paoli	Phillips	City	
Pitkin County	**Pitkin**	**County**	
Aspen	Pitkin	City	
Basalt	Pitkin	City	2 counties
Snowmass Village	Pitkin	City	
Prowers County	**Prowers**	**County**	

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Granada	Prowers	City	
Hartman	Prowers	City	
Holly	Prowers	City	
Lamar	Prowers	City	
Wiley	Prowers	City	
Pueblo County	**Pueblo**	**County**	
Boone	Pueblo	City	
Pueblo	Pueblo	City	
Rye	Pueblo	City	
Rio Blanco County	**Rio Blanco**	**County**	
Meeker	Rio Blanco	City	
Rangely	Rio Blanco	City	
Rio Grande County	**Rio Grande**	**County**	
Center	Rio Grande	City	2 counties
Del Norte	Rio Grande	City	
Monte Vista	Rio Grande	City	
South Fork	Rio Grande	City	
Routt County	**Routt**	**County**	
Hayden	Routt	City	
Oak Creek	Routt	City	
Steamboat Springs	Routt	City	
Yampa	Routt	City	
Saguache County	**Saguache**	**County**	
Bonanza	Saguache	City	
Center	Saguache	City	2 counties
Crestone	Saguache	City	
Moffat	Saguache	City	
Saguache	Saguache	City	
San Juan County	**San Juan**	**County**	
Silverton	San Juan	City	
San Miguel County	**San Miguel**	**County**	
Mountain Village	San Miguel	City	
Norwood	San Miguel	City	
Ophir	San Miguel	City	
Sawpit	San Miguel	City	
Telluride	San Miguel	City	
Sedgwick County	**Sedgwick**	**County**	
Julesburg	Sedgwick	City	
Ovid	Sedgwick	City	
Sedgwick	Sedgwick	City	
Summit County	**Summit**	**County**	
Blue River	Summit	City	
Breckenridge	Summit	City	
Dillon	Summit	City	

Colorado Local Governments*

Government Name	County	Gov't Type	Multi-County
Frisco	Summit	City	
Montezuma	Summit	City	
Silverthorne	Summit	City	
Teller County	**Teller**	**County**	
Cripple Creek	Teller	City	
Green Mountain Falls	Teller	City	2 counties
Victor	Teller	City	
Woodland Park	Teller	City	
Washington County	**Washington**	**County**	
Akron	Washington	City	
Otis	Washington	City	
Weld County	**Weld**	**County**	
Ault	Weld	City	
Berthoud	Weld	City	2 counties
Brighton	Weld	City	2 counties
Dacono	Weld	City	
Eaton	Weld	City	
Erie	Weld	City	2 counties
Evans	Weld	City	
Firestone	Weld	City	
Fort Lupton	Weld	City	
Frederick	Weld	City	
Garden City	Weld	City	
Gilcrest	Weld	City	
Greeley	Weld	City	
Grover	Weld	City	
Hudson	Weld	City	
Johnstown	Weld	City	2 counties
Keenesburg	Weld	City	
Kersey	Weld	City	
La Salle	Weld	City	
Lochbuie	Weld	City	2 counties
Longmont	Weld	City	2 counties
Mead	Weld	City	
Milliken	Weld	City	
Northglenn	Weld	City	2 counties
Nunn	Weld	City	
Pierce	Weld	City	
Platteville	Weld	City	
Raymer (New Raymer)	Weld	City	
Severance	Weld	City	
Thornton	Weld	City	2 counties
Timnath	Weld	City	2 counties
Windsor	Weld	City	2 counties

Colorado Local Governments*

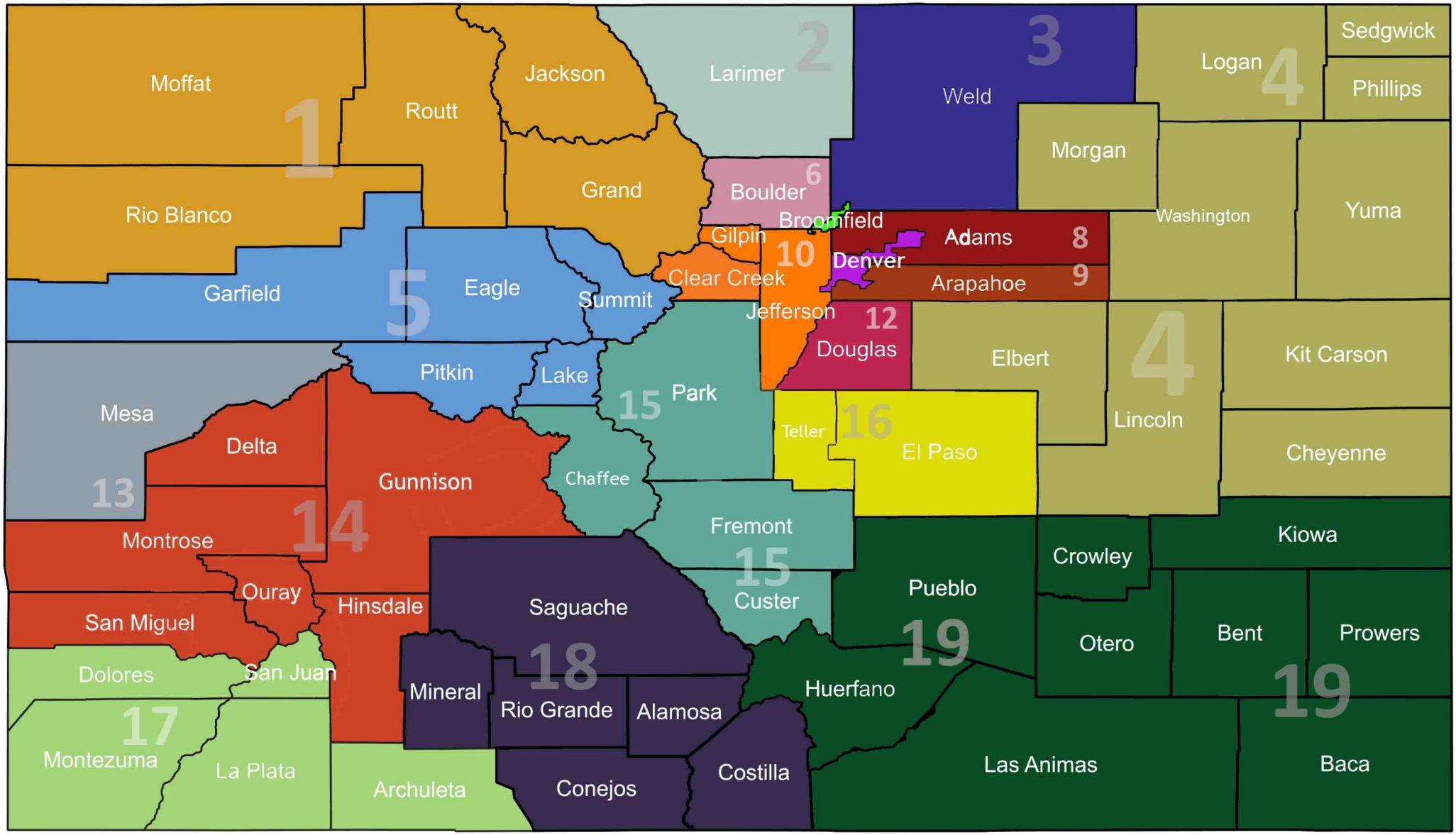
Government Name	County	Gov't Type	Multi-County
Yuma County	**Yuma**	**County**	
Eckley	Yuma	City	
Wray	Yuma	City	
Yuma	Yuma	City	

*This list includes all 64 Colorado counties and all 271 municipalities listed in the 2019 Census. Cities located in multiple counties are listed under each corresponding county subheading. City and County of Denver and City and County of Broomfield are counted in both the city and county totals. The City of Carbonate is not included in this list, as there was no population in the 2019 Census data.

This list will be reconciled as necessary to be consistent with the terms of Settlement(s) with Opioid Settling Defendant(s)

Exhibit C

Regions for the distribution of opioid settlement funds



Region 1	Region 5	Region 9	Region 13	Region 17
Region 2	Region 6	Region 10	Region 14	Region 18
Region 3	Region 7 (Broomfield)	Region 11 (Denver)	Region 15	Region 19
Region 4	Region 8	Region 12	Region 16	

EXHIBIT C

Exhibit D

Exhibit D - Allocations to Colorado County Areas

County	Percentage of LG Share
Adams	9.4247%
Alamosa	0.5081%
Arapahoe	10.8071%
Archuleta	0.1370%
Baca	0.0592%
Bent	0.1133%
Boulder	5.7936%
Broomfield	1.0014%
Chaffee	0.3604%
Cheyenne	0.0159%
Clear Creek	0.1380%
Conejos	0.2108%
Costilla	0.0552%
Crowley	0.0934%
Custer	0.0412%
Delta	0.5440%
Denver	15.0042%
Dolores	0.0352%
Douglas	3.6696%
Eagle	0.6187%
El Paso	11.9897%
Elbert	0.2804%
Fremont	0.9937%
Garfield	0.8376%
Gilpin	0.0561%
Grand	0.2037%
Gunnison	0.1913%
Hinsdale	0.0112%
Huerfano	0.2505%
Jackson	0.0310%
Jefferson	10.5173%
Kiowa	0.0142%
Kit Carson	0.0940%
La Plata	0.8127%
Lake	0.0990%
Larimer	6.5211%
Las Animas	0.6304%
Lincoln	0.0819%
Logan	0.3815%
Mesa	2.8911%
Mineral	0.0039%
Moffat	0.2326%
Montezuma	0.4429%

Montrose	0.5695%
Morgan	0.4677%
Otero	0.4486%
Ouray	0.0535%
Park	0.1674%
Phillips	0.0714%
Pitkin	0.1747%
Prowers	0.1727%
Pueblo	5.6757%
Rio Blanco	0.1013%
Rio Grande	0.2526%
Routt	0.3837%
Saguache	0.0666%
San Juan	0.0097%
San Miguel	0.1005%
Sedgwick	0.0618%
Summit	0.3761%
Teller	0.6219%
Washington	0.0357%
Weld	3.8908%
Yuma	0.0992%
TOTAL	**100.0000%**

Exhibit E

Exhibit E - Intracounty Allocations[1,2]

The below chart depicts the default percentage that each Local Government will receive from the LG Share amount attributed to its County Area, as described in Section (E)(3) of the MOU. The chart assumes full participation by all Local Governments

Government Name	Intracounty Share
Adams County	68.3372%
Arvada (2 Counties)	0.2632%
Aurora (3 Counties)	4.6336%
Bennett (2 Counties)	0.1670%
Brighton (2 Counties)	1.4527%
Commerce City	4.7314%
Federal Heights	1.1457%
Lochbuie (2 Counties)	0.0001%
Northglenn (2 Counties)	2.0913%
Thornton (2 Counties)	10.6435%
Westminster (2 Counties)	6.5342%
Alamosa County	85.3075%
Alamosa	14.6818%
Hooper	0.0108%
Arapahoe County	42.7003%
Aurora (3 Counties)	35.5997%
Bennett (2 Counties)	0.0324%
Bow Mar (2 Counties)	0.0159%
Centennial	0.4411%
Cherry Hills Village	0.6685%
Columbine Valley	0.1601%
Deer Trail	0.0003%
Englewood	5.5850%
Foxfield	0.0372%
Glendale	1.2289%
Greenwood Village	2.8305%
Littleton (3 Counties)	8.5654%
Sheridan	2.1347%
Archuleta County	90.0864%
Pagosa Springs	9.9136%
Baca County	85.9800%
Campo	2.4443%
Pritchett	1.5680%
Springfield	7.0100%

Government Name	Intracounty Share
Two Buttes	0.4766%
Vilas	0.9070%
Walsh	1.6141%
Bent County	80.9608%
Las Animas	19.0392%
Boulder County	47.6311%
Boulder	31.7629%
Erie (2 Counties)	0.3634%
Jamestown	0.0086%
Lafayette	3.3203%
Longmont (2 Counties)	14.6833%
Louisville	1.4455%
Lyons	0.5916%
Nederland	0.1646%
Superior (2 Counties)	0.0258%
Ward	0.0030%
Broomfield County/City	100.0000%
Chaffee County	74.8440%
Buena Vista	5.8841%
Poncha Springs	4.2369%
Salida	15.0350%
Cheyenne County	66.8002%
Cheyenne Wells	0.8586%
Kit Carson	32.3412%
Clear Creek County	92.2164%
Central City (2 Counties)	0.0000%
Empire	0.3364%
Georgetown	1.9063%
Idaho Springs	4.7625%
Silver Plume	0.7784%
Conejos County	77.1204%
Antonito	4.6338%
La Jara	2.4313%
Manassa	1.0062%
Romeo	2.4270%
Sanford	12.3812%

Government Name	Intracounty Share
Costilla County	97.3454%
Blanca	1.2036%
San Luis	1.4509%
Crowley County	80.7081%
Crowley	4.3597%
Olney Springs	8.3683%
Ordway	0.1853%
Sugar City	6.3786%
Custer County	96.6858%
Silver Cliff	0.7954%
Westcliffe	2.5188%
Delta County	76.3512%
Cedaredge	3.6221%
Crawford	0.4938%
Delta	16.2658%
Hotchkiss	1.0963%
Orchard City	0.1473%
Paonia	2.0236%
Denver County/City	100.0000%
Dolores County	76.3307%
Dove Creek	17.3127%
Rico	6.3566%
Douglas County	71.8404%
Aurora (3 Counties)	0.2099%
Castle Pines	0.2007%
Castle Rock	13.5204%
Larkspur	0.0856%
Littleton (3 Counties)	0.0156%
Lone Tree	5.2786%
Parker	8.8487%
Eagle County	60.8236%
Avon	7.6631%
Basalt (2 Counties)	2.2311%
Eagle	3.1376%
Gypsum	1.7469%
Minturn	0.7771%

Government Name	Intracounty Share
Red Cliff	0.0957%
Vail	23.5250%
El Paso County	18.4181%
Calhan	0.0228%
Colorado Springs	80.1161%
Fountain	0.9892%
Green Mountain Falls (2 Counties)	0.0149%
Manitou Springs	0.2411%
Monument	0.1492%
Palmer Lake	0.0455%
Ramah	0.0033%
Elbert County	86.5840%
Elizabeth	10.2633%
Kiowa	1.5455%
Simla	1.6072%
Fremont County	60.7882%
Brookside	0.0348%
Cañon City	30.9017%
Coal Creek	0.0476%
Florence	8.0681%
Rockvale	0.0687%
Williamsburg	0.0907%
Garfield County	76.3371%
Carbondale	2.4698%
Glenwood Springs	11.8141%
New Castle	1.4295%
Parachute	1.0653%
Rifle	5.2733%
Silt	1.6110%
Gilpin County	46.8613%
Black Hawk	46.3909%
Central City (2 Counties)	6.7478%
Grand County	80.1046%
Fraser	2.4903%
Granby	5.4008%
Grand Lake	0.3174%
Hot Sulphur Springs	0.1431%
Kremmling	2.9284%

Government Name	Intracounty Share
Winter Park	8.6154%
Gunnison County	88.9185%
Crested Butte	2.3562%
Gunnison	5.9501%
Marble	0.1714%
Mount Crested Butte	2.5657%
Pitkin	0.0381%
Hinsdale County	76.0940%
Lake City	23.9060%
Huerfano County	68.2709%
La Veta	11.0719%
Walsenburg	20.6572%
Jackson County	61.5339%
Walden	38.4661%
Jefferson County	58.2140%
Arvada (2 Counties)	11.9733%
Bow Mar (2 Counties)	0.0087%
Edgewater	0.6604%
Golden	3.4815%
Lakeside	0.0030%
Lakewood	15.9399%
Littleton (3 Counties)	0.6176%
Morrison	0.2205%
Mountain View	0.1344%
Superior (2 Counties)	0.0000%
Westminster (2 Counties)	5.4779%
Wheat Ridge	3.2689%
Kiowa County	93.2138%
Eads	5.3777%
Haswell	0.6402%
Sheridan Lake	0.7682%
Kit Carson County	86.3178%
Bethune	0.1841%
Burlington	12.0640%
Flagler	0.4264%
Seibert	0.0291%
Stratton	0.9012%

Government Name	Intracounty Share
Vona	0.0775%
La Plata County	66.8874%
Bayfield	1.6292%
Durango	29.2985%
Ignacio	2.1849%
Lake County	73.4523%
Leadville	26.5477%
Larimer County	56.0589%
Berthoud (2 Counties)	0.4139%
Estes Park	0.3502%
Fort Collins	18.5702%
Johnstown (2 Counties)	0.0711%
Loveland	23.4493%
Timnath (2 Counties)	0.2964%
Wellington	0.3653%
Windsor (2 Counties)	0.4248%
Las Animas County	77.8076%
Aguilar	0.0751%
Branson	0.0101%
Cokedale	0.0188%
Kim	0.0101%
Starkville	0.0087%
Trinidad	22.0696%
Lincoln County	91.3222%
Arriba	0.3444%
Genoa	0.2222%
Hugo	1.4778%
Limon	6.6333%
Logan County	72.7982%
Crook	0.0931%
Fleming	0.3413%
Iliff	0.0095%
Merino	0.4702%
Peetz	0.2029%
Sterling	26.0848%
Mesa County	60.8549%
Collbran	0.0920%

Government Name	Intracounty Share
De Beque	0.0123%
Fruita	1.6696%
Grand Junction	37.1505%
Palisade	0.2208%
Mineral County	87.6744%
City of Creede	12.3256%
Moffat County	91.7981%
Craig	8.1862%
Dinosaur	0.0157%
Montezuma County	79.6682%
Cortez	18.6459%
Dolores	0.6106%
Mancos	1.0753%
Montrose County	92.8648%
Montrose	6.5980%
Naturita	0.1551%
Nucla	0.0703%
Olathe	0.3118%
Morgan County	61.6991%
Brush	8.5522%
Fort Morgan	27.8214%
Hillrose	0.1986%
Log Lane Village	0.6424%
Wiggins	1.0863%
Otero County	60.8168%
Cheraw	0.1888%
Fowler	1.0413%
La Junta	25.9225%
Manzanola	0.6983%
Rocky Ford	8.8215%
Swink	2.5109%
Ouray County	76.0810%
Ouray	17.6541%
Ridgway	6.2649%
Park County	96.3983%
Alma	0.7780%

Government Name	Intracounty Share
Fairplay	2.8237%
Phillips County	52.3463%
Haxtun	13.9505%
Holyoke	33.1803%
Paoli	0.5228%
Pitkin County	47.1379%
Aspen	42.0707%
Basalt (2 Counties)	1.1156%
Snowmass Village	9.6757%
Prowers County	70.4524%
Granada	0.9965%
Hartman	0.3164%
Holly	4.9826%
Lamar	21.5860%
Wiley	1.6661%
Pueblo County	54.6622%
Boone	0.0019%
Pueblo	45.3350%
Rye	0.0008%
Rio Blanco County	78.2831%
Meeker	9.1326%
Rangely	12.5843%
Rio Grande County	68.0724%
Center (2 Counties)	0.7713%
Del Norte	6.7762%
Monte Vista	20.4513%
South Fork	3.9288%
Routt County	58.5353%
Hayden	1.0679%
Oak Creek	0.6360%
Steamboat Springs	39.4499%
Yampa	0.3109%
Saguache County	92.8796%
Bonanza	0.1367%
Center (2 Counties)	6.3687%
Crestone	0.0137%

Government Name	Intracounty Share
Moffat	0.3553%
Saguache	0.2460%
San Juan County	87.0423%
Silverton	12.9577%
San Miguel County	48.7493%
Mountain Village	25.7930%
Norwood	0.4078%
Ophir	0.0816%
Sawpit	0.0272%
Telluride	24.9411%
Sedgwick County	98.7331%
Julesburg	0.3830%
Ovid	0.0295%
Sedgwick	0.8544%
Summit County	57.0567%
Blue River	0.5011%
Breckenridge	26.1112%
Dillon	4.1421%
Frisco	6.5096%
Montezuma	0.0169%
Silverthorne	5.6623%
Teller County	66.1557%
Cripple Creek	17.2992%
Green Mountain Falls (2 Counties)	0.0322%
Victor	3.1685%
Woodland Park	13.3445%
Washington County	99.1320%
Akron	0.7659%
Otis	0.1021%
Weld County	51.9387%
Ault	0.3202%
Berthoud (2 Counties)	0.0061%
Brighton (2 Counties)	0.0927%
Dacono	0.6104%
Eaton	0.4573%
Erie (2 Counties)	0.8591%
Evans	4.5121%

Government Name	Intracounty Share
Firestone	1.4648%
Fort Lupton	0.8502%
Frederick	1.2228%
Garden City	0.1514%
Gilcrest	0.1580%
Greeley	30.6922%
Grover	0.0852%
Hudson	0.0066%
Johnstown (2 Counties)	1.5416%
Keenesburg	0.0215%
Kersey	0.1378%
La Salle	0.4128%
Lochbuie (2 Counties)	0.4004%
Longmont (2 Counties)	0.0154%
Mead	0.0941%
Milliken	1.5373%
Northglenn (2 Counties)	0.0030%
Nunn	0.2558%
Pierce	0.0948%
Platteville	0.3712%
Raymer (New Raymer)	0.0597%
Severance	0.0403%
Thornton (2 Counties)	0.0000%
Timnath (2 Counties)	0.0000%
Windsor (2 Counties)	1.5865%

Yuma County	75.5598%
Eckley	2.5422%
Wray	10.2148%
Yuma	11.6832%

[1] These allocations are based on the allocation model used in the Negotiation Class website. The allocation model is the product of prolonged and intensive research, analysis, and discussion by and among members of the court-appointed Plaintiffs' Executive Committee and Settlement Committee and their retained public health and health economics experts, as well as a series of meetings with scores of cities, counties and subdivisions. Additional information about the allocation model is available on the Negotiation Class website.

The allocations in the Negotiation Class website use two different methodologies:

County-Level Allocation

The allocation model uses three factors, based on reliable, detailed, and objective data collected and reported by the federal government, to determine the share of a settlement fund that each county will receive. The three factors are: (1) the amount of opioids shipped to the county, (2) the number of opioid deaths in that county, and (3) the number of people who suffer opioid use disorder in that county.

County/Municipal-Level Allocation

The county/municipal-level allocation is a default allocation to be used if another agreement is not reached between the county and its constituent cities. The formula uses U.S. Census Bureau data on local government spending. This data covers cities and counties for 98% of the U.S. population. If a jurisdiction lacked this data, it was extrapolated based on available data.

[2] The municipalities of Bow Mar, Johnstown, and Timnath were not reflected as being in multiple counties in the Negotiation Class website. The estimated allocations to those cities are based on the same methodology used in the website, in consultation with the expert. For cities in multiple counties, please see each county in which that city lies.

Exhibit F

Regional Allocations		
Region Number	Region Description	Total State Share
1	Northwest	0.9522%
2	Larimer	6.5211%
3	Weld	3.8908%
4	Logan	1.5896%
5	North Central	2.1061%
6	Boulder	5.7936%
7	Broomfield	1.0014%
8	Adams	9.4247%
9	Arapahoe	10.8071%
10	Jefferson	10.7114%
11	Denver	15.0042%
12	Douglas	3.6696%
13	Mesa	2.8911%
14	Southwest	1.4700%
15	Central	1.5627%
16	El Paso/Teller	12.6116%
17	Southwest Corner	1.4375%
18	South Central	1.0973%
19	Southeast	7.4580%
Total		100.0000%

Exhibit G

Regional Governance Models

A. Membership Structure

Single-County Regions

1. Voting Members (Recommended List: Participating Local Governments to Decide)
    - 1 or 2 representatives appointed by the county (can be commissioners)
    - 1 representative appointed from the public health department
    - 1 representative from the county human services department
    - 1 representative appointed from law enforcement within region (sheriff, police, local city or town district attorney, etc.)
    - 1 representative appointed from a municipal or county court system within region
    - 1-3 representatives (total) appointed by the cities within the county (or other city or cities agreed upon) (can be councilmembers and mayors)
    - Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of funds)

2. Non-Voting Members (Optional but strongly encouraged)
    - Representatives from behavioral health providers
    - Representatives from health care providers
    - Recovery/treatment experts
    - Other county or city representatives
    - A representative from the Attorney General's Office
    - Community representative(s), preferably those with lived experience with the opioid crisis
    - Harm reduction experts

Multi-County Regions

1. Voting Members (Recommended List: Participating Local Governments to Decide)
    - 1 representative appointed by each county (can be commissioners)
    - 1 representative appointed by a rotating city within each county (or other city agreed upon) (can be councilmembers and mayors)
    - 1 representative from each public health department within the region
    - 1 representative from a county human services department
    - At least 1 representative appointed from law enforcement within region (sheriff, police, local city or town district attorney, etc.)
    - 1 representative from a municipal or county court system within region
    - Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of funds)

2. Non-Voting Members (Optional)
    - Representatives from behavioral health providers

- Representatives from health care providers
- Recovery/treatment experts
- Other county or city representatives
- A representative from the Attorney General's Office
- Community representative(s), preferably those with lived experience with the opioid crisis.
- Harm reduction experts

Single-County Single-City Regions (Denver & Broomfield)

1. Voting Members (Recommended List: Participating Local Government to Decide)[1]

    - 1 representative appointed by the city and county
    - 1 representative appointed from the public health department
    - 1 representative from the county human services department
    - 1 representative appointed from law enforcement within region (sheriff, police, district attorney, etc.)
    - 1 representative appointed from a municipal or county court system within region
    - Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of funds)

2. Non-Voting Members (Optional)

    - Representatives from behavioral health providers
    - Representatives from health care providers
    - Recovery/treatment experts
    - Other county or city representatives
    - A representative from the Attorney General's Office
    - Community representative(s), preferably those with lived experience with the opioid crisis.
    - Harm reduction experts

B. Member Terms

- Regions may establish terms of appointment for members. Appointment terms may be staggered.

C. Procedures

- Regions will be governed by an intergovernmental agreement ("IGA") or memorandum of understanding ("MOU").
- Regions may adopt the Model Colorado Regional Opioid Intergovernmental Agreement, attached here as Exhibit G-1, in its entirety or alter or amend it as they deem appropriate.

[1] In Denver, the Mayor shall make voting member appointments to the Regional Council. In Broomfield, the City and County Manager shall make voting member appointments to the Regional Council.

- Regions may establish their own procedures through adoption of bylaws (model bylaws to be made available).
- Meetings of regional board/committee shall be open to the public and comply with the Colorado Open Meetings Law (including requirement to keep minutes).

D. Financial Responsibility/Controls

- A local government entity shall nominate and designate a fiscal agent for the Region.
- A Regional fiscal agent must be appointed by the Regional Council on an annual basis. A Regional fiscal agent may serve as long as the Regional Council determines is appropriate, including the length of any Settlement that contemplates the distribution of Opioid Funds within Colorado. However, the Regional fiscal agent also can change over time.
- Regional fiscal agents must be a board of county commissioners or a city or town council or executive department, such as a department of finance.
- Yearly reporting by fiscal agent (using standard form) to the Abatement Council.
- All documents subject to CORA.

E. Conflicts of Interest

- Voting members shall abide by the conflict-of-interest rules applicable to local government officials under state law.

F. Ethics Laws

- Voting members shall abide by applicable state or local ethics laws, as appropriate.

G. Authority

- The Regional Council for each region shall have authority to decide how funds allocated to the region shall be distributed in accordance with the Colorado MOU and shall direct the fiscal agent accordingly.
- Any necessary contracts will be entered into by the fiscal agent, subject to approval by the Regional Council.

H. Legal Status

- The region shall not be considered a separate legal entity, unless the Participating Local Governments decide, through an IGA, to create a separate governmental entity.

Exhibit G-1

MODEL COLORADO REGIONAL OPIOID INTERGOVERNMENTAL AGREEMENT[2]

THIS MODEL COLORADO REGIONAL OPIOID INTERGOVERNMENTAL AGREEMENT (the "Regional Agreement") is made between _____, a Participating Local Government, as defined in the Colorado MOU, in the _____ Region ("_____") and _____, a Participating Local Government in the _____ Region, ("_____"), individually herein a "Regional PLG" and collectively the "Regional PLGs.""

RECITALS

WHEREAS, the State of Colorado and Participating Local Governments executed the Colorado Opioids Summary Memorandum of Understanding on _____ 2021 (the "Colorado MOU"), establishing the manner in which Opioid Funds shall be divided and distributed within the State of Colorado;

WHEREAS, the Regional Agreement assumes and incorporates the definitions and provisions contained in the Colorado MOU, and the Regional Agreement shall be construed in conformity with the Colorado MOU[3];

WHEREAS, all Opioid Funds, regardless of allocation, shall be used for Approved Purposes;

WHEREAS, Participating Local Governments shall organize themselves into Regions, as further depicted in **Exhibit E** to the Colorado MOU;

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[2] This Model Regional Agreement is meant to serve as an example for the various Regions and to facilitate the flow of Opioid Funds to their intended purposes. Regions are free to adopt this Regional Agreement in its entirety or alter or amend it as they deem appropriate.

[3] When drafting agreements like this Regional Agreement, Regional PLGs should be conscious of the definitions used therein so as not to confuse such definitions with those used in the Colorado MOU. The Definitions in the Colorado MOU shall supersede any definitions used by Regional PLGs in a Regional Agreement.

WHEREAS, Regions may consist of Single-County Regions, Multi-County Regions, or Single County-Single City Regions (Denver and Broomfield).

WHEREAS, there shall be a 60% direct allocation of Opioid Funds to Regions through a Regional Share;

WHEREAS, each Region shall be eligible to receive a Regional Share according to **Exhibit C** to the Colorado MOU;

WHEREAS, the Colorado MOU establishes the procedures by which each Region shall be entitled to Opioid Funds from the Abatement Council and administer its Regional Share allocation;

WHEREAS, the procedures established by the Colorado MOU include a requirement that each Region shall create its own Regional Council;

WHEREAS, all aspects of the creation, administration, and operation of the Regional Council shall proceed in accordance with the provisions of the Colorado MOU;

WHEREAS, each such Regional Council shall designate a fiscal agent from a county or municipal government within that Region;

WHEREAS, each such Regional Council shall submit a two-year plan to the Abatement Council that identifies the Approved Purposes for which the requested funds will be used, and the Regional Council's fiscal agent shall provide data and a certification to the Abatement Council regarding compliance with its two-year plan on an annual basis;

WHEREAS, the Regional Agreement pertains to the procedures for the Regional PLGs to establish a Regional Council, designate a fiscal agent, and request and administer Opioid Funds in a manner consistent with the Colorado MOU;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Regional PLGs incorporate the recitals set forth above and agree as follows:

1. **DEFINITIONS**. The defined terms used in this Regional Agreement shall have the same meanings as in the Colorado MOU[4]. Capitalized terms used herein and not otherwise defined within the Regional Agreement or in the Colorado MOU shall have the meanings ascribed to them in the body of the Regional Agreement.
2. **OBLIGATIONS OF THE REGIONAL PLGS**. The Regional PLGs shall perform their respective obligations as set forth in the Regional Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.
3. **REGIONAL COUNCIL**.

3.1. Purpose: In accordance with the Colorado MOU, a Regional Council, consisting of representatives appointed by the Regional PLGs, shall be created to oversee the procedures by which a Region may request Opioid Funds from the Abatement Council and the procedures by which the allocation of its Region's Share of Opioid Funds are administered.

3.2. Membership: The Regional Council of a Multi-County or Single County Region shall consist of the following:

a. **Multi-County Region:**

(i) **Voting Members.** Voting Members shall be appointed by the Regional PLGs. The Regional PLGs shall collaborate to appoint Regional Council members and to the extent practicable, Voting Members shall be selected from different counties and cities. No single county or city should dominate the make-up of the Regional Council. Voting Members shall be selected as follows:

(1) 1 representative appointed by each county (can be commissioners).

(2) 1 representative appointed from a rotating city within each county (or other city agreed upon) (can be councilmembers and mayors). A rotating city member shall be selected by majority vote of the cities within each county who do not have a Voting Member currently sitting on the Regional

[4] *See* FN 2, *supra*.

Council.

(3) 1 representative from each public health department within the region.

(4) 1 representative from a county human services department.

(5) At least 1 representative appointed from law enforcement within the region (sheriff, police, local city or town district attorney, etc.).

(6) 1 representative from a municipal or county court system within the region.

b. **Single-County Region:**

(i) **Voting Members.** Voting Members shall be appointed by the Regional PLGs. The Regional PLGs shall collaborate to appoint Regional Council members and to the extent practicable, Voting Members shall be selected from different cities within the region. No single city should dominate the make-up of the Regional Council. Voting Members shall be selected as follows:

(1) 1 or 2 representatives appointed by the county (can be commissioners)

(2) 1 representative appointed from the public health department

(3) 1 representative from the county human services department

(4) 1 representative appointed from law enforcement within region (sheriff, police, local city or town district attorney, etc.)

(5) 1 representative appointed from a municipal or county court system within region

(6) 1-3 representatives (total) appointed by rotating cities within the county (or other city or cities agreed upon) (can be councilmembers and mayors). Rotating city members shall be selected by majority vote of the cities who do not have a Voting Member currently sitting on the Regional Council.

(7) Such other representatives as participating counties/cities agree on (not to include providers who may be recipients of

funds)

c. **Non-Voting Members**. For both Multi-County and Single County Regions, Non-Voting Members are optional but are strongly encouraged. Non-voting members shall serve in an advisory capacity. Any Non-Voting Members shall be appointed by the Regional PLGs and may be comprised of all or some of the following, not to include potential recipients of funds:

(i) Representatives from behavioral health providers.

(ii) Representatives from health care providers.

(iii) Recovery/treatment experts.

(iv) Other county or city representatives.

(v) A representative from the Attorney General's Office.

(vi) Community representative(s), preferably those with lived experience with the opioid crisis.

(vii) Harm reduction experts.

d. **Acting Chair:** The Voting Members for both Multi-County and Single-County Regions shall appoint one member to serve as Acting Chair of the Regional Council. The Acting Chair's primary responsibilities shall be to schedule periodic meetings and votes of the Regional Council as needed and to serve as the point of contact for disputes within the Region. The Acting Chair must be either a Member from a county within a Region, such as a county commissioner or their designee, or a Member from a city or town within a Region, such as a mayor or city or town council member or their designee.

e. **Non-Participation:** A Local Government that chooses not to become a Participating Local Government in the Colorado MOU shall not receive any Opioid Funds from the Regional Share or participate in the Regional Council.

f. **Terms:** The Regional Council shall be established within ninety (90) days of the first Settlement being entered by a court of competent jurisdiction, including any bankruptcy court. In order to do so, within sixty (60) days of the first Settlement being entered, CCI and CML shall jointly recommend six (6) Voting Members, and so long as such recommendations comply with the terms of Section 3.2 (a) or (b), the Regional Council shall consist of CCI/CML's recommended Members for

an initial term not to exceed one year.[5] Thereafter, Voting Members shall be appointed in accordance with Section 3.2 (a) or (b) and shall serve two-year terms. Following the expiration of that two-year term, the Regional PLGs, working in concert, shall reappoint that Voting Member, or appoint a new Voting Member according to Section 3.2 (a) or (b).

(i) If a Voting Member resigns or is otherwise removed from the Regional Council prior to the expiration of their term, a replacement Voting Member shall be appointed within sixty (60) days in accordance with Section 3.2 (a) or (b) to serve the remainder of the term. If the Regional PLGs are unable to fill a Voting Member vacancy within sixty (60) days, the existing Voting Members of the Regional Council at the time of the vacancy shall work collectively to appoint a replacement Voting Member in accordance with Section 3.2 (a) or (b). At the end of his or her term, the individual serving as that replacement Voting Member may be reappointed by the Regional PLGs to serve a full term consistent with this Section.

(ii) The purpose of the two-year term is to allow Regional PLGs an increased opportunity to serve on the Regional Council. However, Regional Council members who have already served on the Regional Council may be appointed more than once and may serve consecutive terms if appointed to do so by the Regional Council.

3.3. Duties: The Regional Council is primarily responsible for engaging with the Abatement Council on behalf of its Region and following the procedures outlined in the Colorado MOU for requesting Opioid Funds from the Regional Share, which shall include developing 2-year plans, amending those plans as appropriate, and providing the Abatement Council with data through its fiscal agent regarding Opioid Fund expenditures. Upon request from the Abatement Council, the Regional Council may also be subject to an accounting from the Abatement Council.

3.4. Governance: A Regional Council may establish its own procedures through adoption of bylaws if needed. Any governing documents must be consistent with the other provisions in this section and the Colorado MOU.

3.5. Authority: The terms of the Colorado MOU control the authority of a Regional Council and a Regional Council shall not stray outside the bounds of the authority and power vested by the Colorado MOU. Should a Regional Council require legal assistance in determining its authority,

[5] Local Governments within Multi-County or Single County Regions may decide to select initial Voting Members of the Regional Council between themselves and without CCI and CML involvement. However, the Regional Council must be established within ninety (90) days of the first Settlement being entered by a court of competent jurisdiction, including any bankruptcy court.

it may seek guidance from the legal counsel of the county or municipal government of the Regional Council's fiscal agent at the time the issue arises.

3.6. Collaboration: The Regional Council shall facilitate collaboration between the State, Participating Local Governments within its Region, the Abatement Council, and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.

3.7. Transparency: The Regional Council shall operate with all reasonable transparency and abide by all Colorado laws relating to open records and meetings. To the extent the Abatement Council requests outcome-related data from the Regional Council, the Regional Council shall provide such data in an effort to determine best methods for abating the opioid crisis in Colorado.

3.8. Conflicts of Interest: Voting Members shall abide by the conflict-of-interest rules applicable to local government officials under state law.

3.9. Ethics Laws: Voting Members shall abide by their local ethics laws or, if no such ethics laws exist, by applicable state ethics laws.

3.10. Decision Making: The Regional Council shall seek to make all decisions by consensus. In the event consensus cannot be achieved, the Regional Council shall make decisions by a majority vote of its Members.

4. REGIONAL FISCAL AGENT

4.1. Purpose: According to the Colorado MOU, the Regional Council must designate a fiscal agent for the Region prior to the Region receiving any Opioid funds from the Regional Share. All funds from the Regional Share shall be distributed to the Regional Council's fiscal agent for the benefit of the entire Region.

4.2. Designation: The Regional Council shall nominate and designate a fiscal agent for the Region by majority vote. Regional fiscal agents must be a board of county commissioners or a city or town council or executive department, such as a department of finance.

4.3. Term: A Regional fiscal agent must be appointed by the Regional Council on an annual basis. A Regional fiscal agent may serve as long as the Regional Council determines is appropriate, including the length of any Settlement that contemplates the distribution of Opioid Funds within Colorado.

4.4. Duties: The Regional fiscal agent shall receive, deposit, and make available Opioid Funds distributed from the Abatement Council and provide expenditure reporting data to the

Abatement Council on an annual basis. In addition, the Regional fiscal agent shall perform certain recordkeeping duties outlined below.

a. **Opioid Funds:** The Regional fiscal agent shall receive all Opioid Funds as distributed by the Abatement Council. Upon direction by the Regional Council, the Regional fiscal agent shall make any such Opioid Funds available to the Regional Council.

b. **Reporting:** On an annual basis, as determined by the Abatement Council, the Regional fiscal agent shall provide to the Abatement Council the Regional Council's expenditure data from their allocation of the Regional Share and certify to the Abatement Council that the Regional Council's expenditures were for Approved Purposes and complied with its 2-year plan.

c. **Recordkeeping:** The Regional fiscal agent shall maintain necessary records with regard the Regional Council's meetings, decisions, plans, and expenditure data.

4.5. Authority: The fiscal agent serves at the direction of the Regional Council and in service to the entire Region. The terms of the Colorado MOU control the authority of a Regional Council, and by extension, the Regional fiscal agent. A Regional fiscal agent shall not stray outside the bounds of the authority and power vested by the Colorado MOU.

5. REGIONAL TWO-YEAR PLAN

5.1. Purpose: According to the Colorado MOU, as part of a Regional Council's request to the Abatement Council for Opioid Funds from its Regional Share, the Regional Council must submit a 2-year plan identifying the Approved Purposes for which the requested funds will be used.

5.2 Development of 2-Year Plan: In developing a 2-year plan, the Regional Council shall solicit recommendations and information from all Regional PLGs and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado. At its discretion, a Regional Council may seek assistance from the Abatement Council for purposes of developing a 2-year plan.

5.3 Amendment: At any point, a Regional Council's 2-year plan may be amended so long as such amendments comply with the terms of the Colorado MOU and any Settlement.

6. DISPUTES WITHIN REGION. In the event that any Regional PLG disagrees with a decision of the Regional Council, or there is a dispute regarding the appointment of Voting or Non-Voting Members to the Regional Council, that Regional PLG shall inform the Acting Chair of its dispute at the earliest

possible opportunity. In Response, the Regional Council shall gather any information necessary to resolve the dispute. Within fourteen (14) days of the Regional PLG informing the Acting Chair of its dispute, the Regional Council shall issue a decision with respect to the dispute. In reaching its decision, the Regional Council may hold a vote of Voting Members, with the Acting Chair serving as the tie-breaker, or the Regional Council may devise its own dispute resolution process. However, in any disputes regarding the appointment of a Voting Member, that Voting Member will be recused from voting on the dispute. The decision of the Regional Council is a final decision.

7. **DISPUTES WITH ABATEMENT COUNCIL.** If the Regional Council disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the Regional Council shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. However, the failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Regional Council's right to seek recoupment of any deficiency in its Regional Share.
8. **RECORDKEEPING**. The acting Regional fiscal agent shall be responsible for maintaining records consistent with the Regional Agreement.
9. **AUTHORIZED REPRESENTATIVES**. Each Regional PLGs' representative designated below shall be the point of contact to coordinate the obligations as provided herein. The Regional PLGs designate their authorized representatives under this Regional Agreement as follows:
    - **9.1.** _____ designates the ____ of the _____ or their designee(s).
    - **9.2.** _____ designates the ____ of the _____ or their designee(s).
10. **OBLIGATIONS OF THE REGIONAL PLGS**. The Regional PLGs shall perform their respective obligations as set forth in the Regional Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.
11. **TERM**. The Regional Agreement will commence on _____, and shall expire on the date the last action is taken by the Region, consistent with the terms of the Colorado MOU and any Settlement. (the "Term").
12. **INFORMATIONAL OBLIGATIONS**. Each Regional PLG hereto will meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Regional Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Regional Agreement or any remedies available to the Regional PLGs hereunder.
13. **CONFIDENTIALITY**. The Regional PLGs, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from another Regional PLG or otherwise have access to, except as may be required by law. Nothing in this Regional

Agreement shall in any way limit the ability of the Regional PLGs to comply with any laws or legal process concerning disclosures by public entities. The Regional PLGs understand that all materials exchanged under this Regional Agreement, including confidential information or proprietary information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq*., C.R.S., (the "Act"). In the event of a request to a Regional PLG for disclosure of confidential materials, the Regional PLG shall advise the Regional PLGs of such request in order to give the Regional PLGs the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If a Regional PLG objects to disclosure of any of its material, the Regional PLG shall identify the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Regional PLG agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the Regional PLGs may tender all material to the court for judicial determination of the issue of disclosure.

14. **GOVERNING LAW; VENUE**. This Regional Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action relating solely to this Regional Agreement will be in the applicable District Court of the State of Colorado for the county of the Region's fiscal agent. Venue for any legal action relating to the Colorado MOU shall be in a court of competent jurisdiction where a Settlement or consent decree was entered, as those terms are described or defined in the Colorado MOU. If a legal action relates to both a Regional Agreement and the Colorado MOU, venue shall also be in a court of competent jurisdiction where a Settlement or consent decree was entered.

15. **TERMINATION**. The Regional PLGs enter into this Regional Agreement to serve the public interest. If this Regional Agreement ceases to further the public interest, a Regional PLG, in its discretion, may terminate their participation in the Regional Agreement, in whole or in part, upon written notice to the other Regional PLGs. Each Regional PLG also has the right to terminate the Regional Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the other Regional PLGs. A Regional PLG's decision to terminate this Regional Agreement, with or without cause, shall have no impact on the other Regional PLGs present or future administration of its Opioid Funds and the other procedures outlined in this Regional Agreement. Rather, a Regional PLG's decision to terminate this Regional Agreement shall have the same effect as non-participation, as outlined in Section 3.2 (e).

16. **NOTICES**. "Key Notices" under this Regional Agreement are notices regarding default, disputes, or termination of the Regional Agreement. Key Notices shall be given in writing and shall be deemed

received if given by confirmed electronic transmission that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or overnight carrier service or personal delivery, when received. For Key Notices, the Regional PLGs will follow up any electronic transmission with a hard copy of the communication by the means described above. All other communications or notices between the Regional PLGs that are not Key Notices may be done via electronic transmission. The Regional PLGs agree that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Regional Agreement, and Key Notices shall be given to the Regional PLGs at the following addresses:

_____

_____

17. GENERAL TERMS AND CONDITIONS

17.1. **Independent Entities**. The Regional PLGs enter into this Regional Agreement as separate, independent governmental entities and shall maintain such status throughout.

17.2. **Assignment**. This Regional Agreement shall not be assigned by any Regional PLG without the prior written consent of all Regional PLGs. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Regional Agreement.

17.3. **Integration and Amendment**. This Regional Agreement represents the entire agreement between the Regional PLGs and terminates any oral or collateral agreement or understandings. This Regional Agreement may be amended only by a writing signed by the Regional PLGs. If any provision of this Regional Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Regional Agreement shall continue in full force and effect.

17.4. **No Construction Against Drafting Party**. The Regional PLGs and their respective counsel have had the opportunity to review the Regional Agreement, and the Regional Agreement will not be construed against any Regional PLG merely because any provisions of the Regional Agreement were prepared by a particular Regional PLG.

17.5. **Captions and References**. The captions and headings in this Regional Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Regional Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

17.6. **Statutes, Regulations, and Other Authority**. Any reference in this Regional Agreement to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Regional Agreement.

17.7. **Conflict of Interest**. No Regional PLG shall knowingly perform any act that would conflict in any manner with said Regional PLG's obligations hereunder. Each Regional PLG certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Regional PLG shall be paid or receive, directly or indirectly, any share or part of this Regional Agreement or any benefit that may arise therefrom.

17.8. **Inurement**. The rights and obligations of the Regional PLGs to the Regional Agreement inure to the benefit of and shall be binding upon the Regional PLGs and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Regional Agreement.

17.9. **Survival**. Notwithstanding anything to the contrary, the Regional PLGs understand and agree that all terms and conditions of this Regional Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Regional Agreement shall survive such termination or expiration and shall be enforceable against a Regional PLG if such Regional PLG fails to perform or comply with such term or condition.

17.10. **Waiver of Rights and Remedies**. This Regional Agreement or any of its provisions may not be waived except in writing by a Regional PLG's authorized representative. The failure of a

Regional PLG to enforce any right arising under this Regional Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

17.11. **No Third-Party Beneficiaries**. Enforcement of the terms of the Regional Agreement and all rights of action relating to enforcement are strictly reserved to the Regional PLGs. Nothing contained in the Regional Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Regional PLGs receiving services or benefits pursuant to the Regional Agreement is an incidental beneficiary only.

17.12. **Records Retention**. The Regional PLGs shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished to the Parties request.

17.13. **Execution by Counterparts; Electronic Signatures and Records**. This Regional Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Regional PLGs approve the use of electronic signatures for execution of this Regional Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq*. The Regional PLGs agree not to deny the legal effect or enforceability of the Regional Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Regional PLGs agree not to object to the admissibility of the Regional Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

17.14. **Authority to Execute**. Each Regional PLG represents that all procedures necessary to authorize such Regional PLG's execution of this Regional Agreement have been performed and that the person signing for such Regional PLG has been authorized to execute the Regional Agreement.

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Item Number 4g

Information for Meeting of the Superior Town Council

Agenda Item Name:	**Approve a Resolution for the Purchase of the Miner Memorial Bronze Statue**
Meeting Date:	**September 8, 2025**
Presented by:	**Leslie Clark, PROS Director** **Jennifer Garner, Arts & History Supervisor** **Larry Dorsey, Superior Historical Commission Co-Chair** **Dalton Valette, Superior Historical Commission Co-Chair**
Presented for:	**Action**

BACKGROUND

The Superior Historical Commission (SHC) has included a miner memorial project within their Work Plan since 2020. Over the years, the SHC has conducted extensive research into the 17 miners who lost their lives at the Industrial Mine and documented different miner memorial designs within Colorado and nationwide. The proposed miner memorial would be stationed at Asti Park. The SHC and Town staff finalized a two-tiered stone structure design that could incorporate multiple bronze plaques and a life-size bronze statue for the purpose of gaining cost appraisals. Due to estimated cost projections, it was assumed the project would likely span over the course of two or three years. Each year since 2023, the SHC made budget recommendations for the memorial, and in 2024, a budget of $10,000 was available from the PROS Capital Improvement Program Fund for historic projects. The 2024 funds enabled the stone structure to be built and two large bronze plaques to be fabricated.

In 2025, the SHC proposed the possibility of utilizing $35,000 within the PROS CIP historic projects budget at their Council dinner on June 16. That amount would cover approximately half of the total cost of a life-size bronze statue. Overall, of the three solicited bids attained by staff, the best and lowest is from Placzek Studios for $78,650. All bronze foundry studios require funding to begin the process, and the overall creation from start to finish takes 12-18 months. That timeline would enable the Town to pay the remaining balance of $43,650 in 2026. Placzek Studios is based out of Omaha, NE and utilizes the foundry at Bronze Services of Loveland in Colorado.

BUDGET IMPLICATIONS

The 2025 Historic Projects budget has sufficient funding for the $35,000 expenditure as budgeted in the 2025 PROS Capital Improvement Program Fund. The balance of the cost, $43,650 will be funded out of the 2026 Historic Projects budget (42-426-6560)

Vendors	Total Bid Amount	2025 Project Amount	2026 Project Amount	2025 Historic Budget 42-426-6560	2026 Historic Budget Draft 42-426-6560
Placzek Studios	$78,650	$35,000	$43,650	$35,000	$50,000
Gillie and Marc	$110,000				
Lundeen Sculpture	$140,000				

RECOMMENDED ACTION

Recommend approval to purchase the Miners Memorial Bronze Statue. The 2025 funding amount of $35,000 will cover the cost for the design and fabrication of the mold for the statue.

MOTION

Move to approve a resolution to purchase the Miners Memorial Bronze Statute in the amount of $78,650, with $35,000 funded in 2025 and the remaining $43,650 funded in 2026.

ATTACHMENTS

1. Resolution
2. Agreement
3. SHC 2025 Annual Work Plan
4. Photos of the Miners Memorial Base at Asti Park

TOWN OF SUPERIOR
RESOLUTION NO. R-64
SERIES 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR APPROVING AN AGREEMENT WITH PLACZEK STUDIOS FOR THE DESIGN AND PRODUCTION OF THE MINER'S MEMORIAL BRONZE STATUE AT ASTI PARK

WHEREAS, the Town desires to commission a bronze statue commemorating the mining history of the Town;

WHEREAS, the Superior Historical Commission supports the production of the bronze Miner's Memorial Statue and included this project in its 2025 Annual Work Plan; and

WHEREAS, the Town Council finds it in the best interest of the Town to engage Placzek Studios for the design and production of the statue.

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

Section 1. The Professional Services Agreement between the Town and Placzek Studios 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 Professional Services Agreement on behalf of the Town.

ADOPTED this 8th day of September, 2025.

_____

Mark Lacis, Mayor

ATTEST:

_____

Shannon Dujardin, Town Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this 8th day of September, 2025 (the "Effective Date"), by and between the Town of Superior, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, CO 80027, (the "Town"), and Matthew Placzek, DBA Placzek Studios an independent contractor with a principal place of business at 3716 Leavenworth Street, Omaha, NE 68105 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

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

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

I. SCOPE OF SERVICES

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

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

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days' advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed $ 78,650.00. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such

fees, costs and expenses. Contractor shall not be paid until the Scope of Services is completed to the satisfaction of the Town.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

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

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work under the Scope of Services.

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

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or

change such work without providing notice to or receiving consent from Contractor; provided that Contractor shall have no liability for any work that has been modified by the Town.

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

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

1. Worker's Compensation insurance as required by law.

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

3. Professional liability insurance with minimum limits of $1,000,000 each claim and $2,000,000 general aggregate.

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

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

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability,

damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF SUPERIOR, COLORADO

_____
Mark Lacis, Town Mayor

ATTEST:

_____
Shannon Dujardin, Town Clerk

CONTRACTOR

By: _____
Matthew Placzek, DBA Placzek Studios

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

My commission expires:

(S E A L)

_____
Notary Public

DRAFT

EXHIBIT A
PREMISES & SCOPE OF SERVICES



Miner Memorial Project
Asti Park, 101 W. Coal Creek Drive, Superior, CO 80027

Contractor's Duties
During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

- Contractor shall provide a rendering design of the life-size bronze miner sculpture.
- Contractor shall participate in one or two meetings with the Superior Historical Commission to present rendering(s), for input, updates, and/or to answer questions.
- Contractor shall conduct work Monday – Friday, 7 a.m. to 5 p.m. Extended or weekend hours must be pre-approved by Town staff.
- Contractor shall communicate with the Arts & History Supervisor regularly and/or as needed.

Contractor's Deliverables
In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

- Completed a life-size bronze sculpture intended for the miner memorial at Asti Park.
- Deliver and install the life-size bronze sculpture upon the concrete and stone base intended for the memorial at Asti Park.
- Provide any necessary preparation to the concrete base in order to install and stabilize life life-size bronze sculpture.
- Project completion and installation is expected to occur by fall/winter 2026.

DRAFT

Payment Schedule

$78,650.00

- The Town of Superior will make a payment of $35,000 in 2025 at project initiation.

- The remaining balance of $43,650 will be paid upon project completion in 2026, after installation and review by the Town.

DRAFT

Town of Superior Historical Commission
2025 Work Plan

ONGOING

1. Programming:
   a) Continue to support Superior Community Center usage, improvements and programming as it relates to the SHC scope of work and mission. Plan for the display of exhibits.
   b) Continue to coordinate with Greater Denver Lions Club on the Marshall Fire memorial project.
   c) Continued momentum with the history and relationships with the Arapaho and other Indigenous communities.
   d) Finalize Grasso Park, bungalow and outbuilding histories for current planning objectives.

2. Collection & Asset Management:
   a) Continue working on collection management with staff support and create online database through the CatalogIt app. Re-evaluate the intake and management process for donated historical items.
   b) Continue to make staffing recommendation to the Town for the Arts & History division of Parks and recreation.
   c) Continue to make recommendations to the Town administration and Council regarding the pedestrian bridge and path within Grasso Park.
   d) Continue acquiring replacement artifacts from individual donors as well as from the Lafayette, Louisville, Broomfield and Boulder history museums. Update "wish list" for replacement artifacts based on donations made in 2023 and 2024.
   e) Explore use of Carnegie Library oral histories that are relevant to Superior and the surrounding areas, add them to the commissions collection, and encourage Commission members and volunteers to receive training in conducting oral history interviews with the Carnegie Library.
   f) Work with staff liaison on maintenance and pest control for all historical assets including the upkeep and of the Grasso Park jail cell, out buildings, fire engine and the Town's historic cemetery.

3. Outreach & Education:
   a) Continued participation in ANFRM and Boulder Heritage Roundtable.
   b) Consider recruiting students from SYLC and/or middle school and high school as museum volunteers.
   c) Continue working with Superior Chamber, CAPS and/or the Town events staff to expand upon the Community outreach regarding Historic sites and education.

4. Fundraising:
   a) Continue to pursue possible grants or financial aid for lost artifacts.
   b) Continue throughout the year to coordinate with staff on the purchase of budgeted items for historic preservation, education and promotion.
   c) Review the "deferred" donation carryovers from 2023/2024 and evaluate against allocation for 2025.
   d) Track external grant opportunities and support Town staff in search of grants and fundraising.
   e) Explore options to accept and manage monetary donations.

5. Communications:
    a) Promotion of programs to the public to include actions such as the PROS Newsletter, a dedicated Historical Commission e-newsletter, Hello Superior and seasonal activity guide.
    b) Expand Publications List and "mass media" list to catalog communications resources available to the SHC to include video archives of annual spring and fall programs.
    c) Continued review of "Arts & History" webpage build with staff liaison.
    d) Review, revise and reissue "Lost Superior" for factual accuracy.
    e) Update 2019 three-fold brochures on Asti Park and the Walking Tour that includes Grasso Park and the Pioneer Cemetery.
    f) Promote Autrey Park usage as a part of education and outreach. Be sure to include Autrey Park in future webpage updates.

QUARTERLY BREAKDOWN

First Quarter – Jan, Feb, Mar

1. Participate in the Colorado Preservation Inc. conference, typically held in January or February.
2. Hold leadership election for Chair, Vice Chair and Secretary positions.
3. Continued recommendations for permanent programming at the Grasso Park bungalow as a permanent agricultural museum.
4. Devise a plan for continued communication to the public through Town Comms publications (Hello Magazine, PROS Newsletter, Superior Sentinel), social media platforms, and calendar.
5. Organize meetings with the historic museums in Lafayette and Louisville.
6. Begin planning process and securing a speaker for hosting Annual Spring Program.
7. Consider developing audio tours using QR codes for historic sites in Town.
8. Continue work with Boulder County Open Space on permanent signage and a potential trail at the Industrial Mine site.
9. Continue toward completion of Miners Memorial statue at Asti Park.
10. Develop a plan to formally open the Asti Park Historical Museum and host a grand opening event.
11. Explore national register nomination for the Industrial Mine site.
12. Continued management of request for "request for information (RFI) and Mass Media lists.
13. Submit initiation form to list Grasso Park on the National Register of Historic Places.

Second Quarter – Apr, May, Jun

1. Add Home Rule documentation to the museum collection.
2. Spending options for past monetary donations.
3. Work to identify dates and establish an agenda for the second-grade field trips that will take place in September.
4. Host the Annual Spring Program.
5. Host a historic Walking Tour of the Industrial Mine and Mine Camp site.
6. Develop any 2026 budget recommendations that is separate from SHC's annual budget.
7. Participate in the annual Boulder County Historic Roundtable award program in May.
8. Plan for and coordinate logistics for annual Tombstone Tour if conditions allow.
9. Plan for topic and guest speaker for Fall Program.
10. Coordinate with Lafayette Fire Department for fire engine photo shoot.
11. Create a maintenance, practice and procedure plan for fire engine.

Third Quarter – Jul, Aug, Sept

1. Participate in July 4th Celebration and coordinate with staff to have the historic fire engine driven in the parade.
2. Host field trips for second grade classes from area schools.
3. Host annual Tombstone Tour if conditions allow.
4. Follow-up on bronze statue for the Miners Memorial.
5. Coordinate participation in the Louisville Labor Day parade.
6. Develop a preservation plan for each of the Town's historic sites, starting with Grasso Park.

Fourth Quarter – Oct, Nov, Dec

1. Begin work on 2026 Work Plan.
2. Revisit the Long-Term Plan and suggest new items for 2026.
3. Review expenditures from Historical Donations and Historical Preservation account.
4. Host Fall Program in October.

Item Number 4h

Information for Meeting of the Superior Town Council

Agenda Item Name: **Consideration of a Resolution for an Agreement with SavaTree to Provide the 2025 – 2026 Holiday Lighting Décor Program**

Meeting Date: **September 8, 2025**

Presented by: **Leslie Clark, PROS Director**
Angus Macadam, SavaTree

Presented for: **Action**

BACKGROUND

The Town has historically contracted with a vendor to provide and install a Town-wide Holiday Light Décor program. Before 2021, the Town partnered with the HOA to help fund the Town-wide lighting décor. The Town funded the full expense for the Holiday lighting program from 2021 to the present. The cost to fund the Holiday Lighting Décor has increased over the years, and in 2024, the Town Council suggested funding Holiday Lights at Town-owned facilities and retail locations only. An offer was extended to the Rock Creek HOA for them to partner on the displays if they could fund any of the locations. They are not able to participate this year.

The 2025-2026 proposed Holiday Lighting Décor agreement will include Town Hall, the Superior Community Center, and the Downtown Civic Space for Town facilities. Retail locations will include Rock Creek Village, Main Street in Downtown Superior, and minimal locations in the Marketplace where electrical service is available.

BUDGET IMPLICATIONS

Year	Holiday Lighting Cost	Holiday Lighting Budget
2025 – 2026 Proposed	$82,990	$100,000
2024	$100,500	

2023	$112,459	
2022	$81,413	
2021	$55,197	
2020	$73,531	
2019	$72,740	

The 2026 Holiday Lighting Budget has sufficient funding for the proposed $82,990 expenditure as budgeted in the 2026 Non-Departmental 10-490-3130.

RECOMMENDED ACTION

Recommend approval of the proposed agreement for the provision of Holiday Lighting Décor for the Town of Superior, focusing on Town-owned facilities and retail locations.

MOTION

Move to approve a resolution for an agreement with SavaTree for the provision of a Holiday Lighting Décor for the 2025 – 2026 season in the amount of $82,990.

ATTACHMENTS

1. Resolution
2. Agreement
3. Holiday Lighting Location Map

TOWN OF SUPERIOR
RESOLUTION NO. R-65
SERIES 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR APPROVING AN AGREEMENT WITH SAVATREE FOR THE INSTALLATION OF THE HOLIDAY LIGHTING DECOR FOR THE TOWN

WHEREAS, the Town has historically commissioned Holiday Lighting Décor;

WHEREAS, the Town Council provided direction to reduce the scope of the Holiday Lighting Décor to Town property and retail locations; and

WHEREAS, the Town Council finds it in the best interest of the Town to engage SavaTree for the installation of the Holiday Lighting Décor.

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

Section 1. The Professional Services Agreement between the Town and SavaTree for installation of the Holiday Lighting Décor 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 Professional Services Agreement on behalf of the Town.

ADOPTED this 8th day of September, 2025.

_____

Mark Lacis, Mayor

ATTEST:

_____

Shannon Dujardin, Town Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this _____ day of _____, 2025 (the "Effective Date"), by and between the Town of Superior, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, CO 80027, (the "Town"), and SaveATree, an independent contractor with a principal place of business at _____, CO _____ ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

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

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

I. SCOPE OF SERVICES

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

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

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor $82,990. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses.

Contractor shall not be paid until the Scope of Services is completed to the satisfaction of the Town.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

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

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work under the Scope of Services.

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

V. OWNERSHIP

All décor materials are leased by the Town. Any materials, items, and work specified in the Scope of Services, and any and all related documentation provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter,

retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor; provided that Contractor shall have no liability for any work that has been modified by the Town.

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

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

1. Worker's Compensation insurance as required by law.

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

3. Professional liability insurance with minimum limits of $1,000,000 each claim and $2,000,000 general aggregate.

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

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

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF SUPERIOR, COLORADO

_____
Mark Lacis, Mayor

ATTEST:

_____
Shannon Dujardin, Town Clerk

CONTRACTOR

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

My commission expires: _____

(S E A L)

_____

Notary Public

EXHIBIT A
SCOPE OF SERVICES

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

- Contractor shall install, maintain and remove holiday lighting for the Town of Superior.

Contractor's Deliverables

In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

Town of Superior Holiday Lighting

Location	Host	C-9 Bulb	Mini Bulb	Garland	Wreath	Total Cost
Town Hall	Bldg	511 ft*				$ 3,935
	(1) Cottonwood	250	700			$ 1,820
	(2) Honeylocust	1200	2800			$ 8,204
	(1) Purple Ash	650	2000			$ 4,903
Community Center	Fascia Lighting	110 ft.*				$ 847
	Bldg				1 (Current Wreath)	$ 250
	(1) crabapple	600	1000			$ 3,722
	Rock Creek Sign				2 (36")	$ 778
Coalton & Rock Creek Pkw (NW Corner)	(5) Spruce	1400				$ 6,468
Main St Bumpouts ONLY 2025	4 Pears	480	600			
	4 oaks/1pear	350	500			
	1 pear/1 locust	60	100			
	2oak/2crabs	280	400			

	3 locust/3 crab	180	300	
		1350	1900	$ 8,042
TOTAL				
Main St Civic Stage	Top and Bottom Fascia Line	200ft		
	Triangle	50ft		
	TOTAL	250ft		$ 1,925
McCaslin Round-About & Main St. Round	(3) Oaks (island) (4) Crabapples (island) (1) Honeylocust (island) (2) Oaks (Parking Strips)			
Main St. Round About	(3) Spruce (center) (4) Maple (outside) (3) crabapples			
Main St. Round About EAST through Marshall to Promenade	(1) crabapple			
North	(1) oak (1) Kentucky coffee tree (1) oak (1) pear (2) honey locust (1) pear (2) honey locust			
South	(1) oak (1) crabapple (5) honey locust (1) crabapple			

	(2) honey locust (1) oak (1) Kentucky coffee tree (2) oak (1) pear (2) honey locust (1) oak (4) spruce Monument Sign					
NW corner McCaslin and Marshall				6 Sticks/Garland	2(36")	$ 1,642
SW Corner of McCaslin and Hwy 36	(3) Spruce (1) Pine (4) Pine					
NE corner of Marshall and Sycamore						
		6700	10000			$ 40,454
LIGHT TOTAL FOR SECTION						
				GRAND TOTAL:		**$ 82,990**

Town of Superior℠

Holiday Lighting

- Retail
- Town Properties

Esri, NASA, NGA, USGS, FEMA, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Item Number 4i

Information for Meeting of the Superior Town Council

Agenda Item Name: **Kite Route Crossing Pre-Development Agreement Amendment**

Meeting Date: **Monday, September 8, 2025**

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

Presented for: **Action**

BACKGROUND:

On September 23, 2024, the Town of Superior Town Council approved a Pre-Development Agreement for the Kite Route Crossing affordable housing project on Lot 21, Block 1 of the Discovery Office Park Planned Development. Since the original approval, Pennrose, LLC has been working to ensure funding for the project. The Final Development Plan (FDP) is now set for public hearing. To continue the momentum needed to get this project off the ground, several other funding sources are being considered.

The original Pre-Development Agreement approved reimbursement of Town permit fees and SMD1 fees after Certificate of Occupancy. To accomplish this, the development team would need to procure funding to cover the additional fees throughout the development project. The proposed Amendment reduces the time those fees would need to be secured, allowing reimbursement following permit issuance. The new agreement extends the time for permit issuance from December 31, 2025, to February 28, 2026, to allow ample building permit review time following FDP approval. The approval of the PD Amendment demonstrated the Town's commitment to meeting its goals for Affordable Housing outlined below:

- In 2018, the Town signed on to the Boulder County Regional Housing Partnership's goal of having 12% of all housing units in the County be affordable by 2035.
- In 2020, the Town adopted an Inclusionary Housing Ordinance which requires 15% of units in new developments be affordable.
- In 2023, the Town opted in to Proposition 123 with the State of Colorado to become eligible for funding and other programs related to affordable housing. Part of the Town's commitment is that we issue building permits for at least 22 affordable units by 2027.

The Town's *Housing Strategies* contemplates the development of a program to establish criteria and parameters for considering reductions in development-related fees for affordable housing.

By nature, affordable housing developments require additional funding sources beyond market rates to achieve affordability requirements. These funding sources typically include grants and other funding through State and Federal programs. Reducing or eliminating fees related to development is a common way local governments can assist with lowering the cost of development of affordable housing. Some communities have formal policies and criteria in place, and others consider these incentives on a case-by-case basis. These incentives generally reflect the needs of each local community, the proposed development and associated costs and impacts, as well as level(s) of AMI and other household characteristics served.

Pennrose is actively pursuing multiple avenues of gap funding beyond what is proposed in this Pre-Development Agreement, and approval of this agreement will not entirely fill the affordability gap for this project.

The draft agreement allows for rebating of actual amounts, determined at the time of required payment and does not include a not-to-exceed amount. The agreement will terminate on February 28, 2026 if the developer has not been issued a building permit by that date. The Cover Memo from the original approval is included as an attachment, providing additional context for the commitment fees being contemplated by this pre-development application.

BUDGET IMPLICATIONS:

The incentive would rebate all of the applicable fees and taxes associated with the development of Kite Route Crossing, plus applicable Public Improvement and Right-of-Way and Inspection fees, which are determined following final plan approvals. The current and future budget revenue projections under consideration by the Council do not include revenue amounts associated with this development, in anticipation of approval of this Pre-Development Agreement.

RECOMMENDED ACTION:

Staff recommends approval of the Pre-Development Agreement Amendment.

ATTACHMENTS:

- Resolutions (Town and SMD1)
- Draft Pre-Development Agreement
- Amended Letter of Request from Pennrose
- Original Pre-DA Cover Memo_9.23.3034

TOWN OF SUPERIOR
RESOLUTION NO. R-66
SERIES 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR APPROVING A PRE-DEVELOPMENT AGREEMENT WITH KITE ROUTE CROSSING MM LLC FOR THE KITE ROUTE CROSSING AFFORDABLE SENIOR HOUSING DEVELOPMENT

WHEREAS, Kite Route Crossing MM LLC (the "Developer") intends to develop affordable senior housing (the "Development") in the Town; and

WHEREAS, the Town desires to rebate certain school impact fees, park impact fees, public improvement and right-of-way fees, inspection fees, construction use taxes, building permit fees and building plan review fees to Developer, subject to the Developer obtaining a building permit for the Development.

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

Section 1. The Pre-Development Agreement between the Town and Developer is hereby approved in substantially the same form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Pre-Development Agreement on behalf of the Town.

ADOPTED this 8 day of September, 2025.

_____
Mark Lacis, Mayor

ATTEST:

_____
Shannon Dujardin, Town Clerk

SUPERIOR METROPOLITAN DISTRICT NO. 1
RESOLUTION NO. SMD#1-11
SERIES 2025

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUPERIOR METROPOLITAN DISTRICT NO. 1 APPROVING A PRE-DEVELOPMENT AGREEMENT WITH KITE ROUTE CROSSING MM LLC FOR THE KITE ROUTE CROSSING AFFORDABLE SENIOR HOUSING DEVELOPMENT

WHEREAS, Kite Route Crossing MM LLC (the "Developer") intends to develop affordable senior housing (the "Development") in the Town; and

WHEREAS, the Superior Metropolitan District No. 1 desires to rebate certain system development and tapping fees to the Developer, subject to Developer obtaining a building permit for the Development.

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

Section 1. The Pre-Development Agreement between the Superior Metropolitan District No. 1 and Developer is hereby approved in substantially the same form attached hereto, subject to final approval by the District's General Counsel. Upon such approval, the President is authorized to execute the Pre-Development Agreement on behalf of the Town.

ADOPTED this 8 day of September, 2025.

_____
Mark Lacis, President

ATTEST:

_____
Shannon Dujardin, Secretary

PRE-DEVELOPMENT AGREEMENT

THIS PRE-DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into on this ___ day of _____, 2025 (the "Effective Date"), by and among the Town of Superior, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, CO 80027 (the "Town"), Superior Metropolitan District No. 1, a Colorado quasi-municipal corporation with an address of 124 East Coal Creek Drive, Superior, CO 80027 (the "District"), and Kite Route Crossing LLC, a Colorado limited liability company with an address of 230 Wyoming Avenue, Kingston, PA 18704 (the "Developer") (each a "Party" and collectively the "Parties").

WHEREAS, Developer controls certain real property more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, Developer desires to develop the Property into affordable senior housing (the "Development");

WHEREAS, as part of the Development, certain water, sewer and irrigation tapping fees and water, sewer, storm and irrigation system development fees will be due to the District, and certain school impact fees, park impact fees, public improvement and right-of-way fees, inspection fees, construction use taxes, building permit fees and building plan review fees will be due to the Town;

WHEREAS, the District desires to rebate 100% of the water, sewer and irrigation tapping fees and water, sewer, storm and irrigation system development fees, and the Town desires to rebate 100% of the school impact fees, park impact fees, public improvement and right-of-way fees, inspection fees, and construction use taxes, as well as 47% of the building permit fees and building plan review fees back to Developer if the Development moves forward;

WHEREAS, the Parties acknowledge that this Agreement and the District's financial obligation herein are subordinate to any outstanding District debt obligation that may have an existing lien on any of the District revenues desired to be rebated herein; and

WHEREAS, the Parties wish to set forth their expectations regarding the rebate of 100% of the water, sewer and irrigation tapping fees, water, sewer, storm and irrigation system development fees, school impact fees, park impact fees, public improvement and right-of-way fees, inspection fees and construction use taxes, and 47% of the building permit fees and building plan review fees.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. PURPOSE

This Agreement establishes the terms of the rebate of 100% of the water, sewer and irrigation tapping fees, water, sewer, storm and irrigation system development fees, school impact fees, park impact fees, public improvement and right-of-way fees, inspection fees and construction use taxes, and 47% of the building permit fees and building plan review fees associated with the

Property if the Development proceeds. ~~A summary of estimated fees and associated rebates is attached as **Exhibit B**.~~

II. TERM AND TERMINATION

This Agreement shall commence on the Effective Date. Should Developer fail to meet the deadline set forth in Section III.B of this Agreement, this Agreement shall automatically terminate, without further action of the Parties, and no Party shall have any further obligation to another under this Agreement.

III. DEVELOPER'S OBLIGATIONS

A. Developer shall file all necessary development applications for the Development and shall be responsible for all related costs, taxes and fees through final approval of such applications.

B. Developer shall obtain a building permit for construction of the Development on or before February 28, 2026.

IV. THE DISTRICT'S OBLIGATIONS

Within 60 days of issuance of a building permit for construction of the Development, the District shall rebate to Developer 100% of the water, sewer and irrigation tapping fees and water, sewer, storm and irrigation system development fees actually paid to the District by Developer; provided, however, that any financial obligation herein is and remains subordinate to any existing debt repayment obligation of the District.

V. THE TOWN'S OBLIGATIONS

Within 60 days of issuance of a building permit for construction for the Development, the Town shall rebate to Developer 100% of the school impact fees, park impact fees, public improvement and right-of-way fees, inspection fees, and construction use taxes actually paid to the Town by Developer, as well as 47% of the building permit fees and building plan review fees actually paid to the Town by Developer.

VI. BREACH AND REMEDIES

A. *By the District*. If the District defaults on any obligation under this Agreement for any reason, Developer may seek actual damages, but Developer shall not be entitled to enforce this Agreement through an action for specific performance.

B. *By the Town*. If the Town defaults on any obligation under this Agreement for any reason, Developer may seek actual damages, but Developer shall not be entitled to enforce this Agreement through an action for specific performance.

C. *By Developer*. If Developer defaults on any obligation under this Agreement, the District and the Town may seek damages or withhold issuance of building permits or certificates of occupancy not yet issued until said default has been cured or waived. In addition to the specific

remedies set forth herein, the District and the Town shall have all other remedies available at law or equity, and the exercise of one remedy shall not preclude the exercise of any other remedy.

VII. INDEMNIFICATION

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

VIII. INSURANCE

A. Developer 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 Developer pursuant to this Agreement. At a minimum, Developer shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed herein, with forms and insurers acceptable to the District and 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 District, the Town and their 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 District and 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 District or the Town, their officers, their employees, or their contractors shall be excess and not contributory insurance to that provided by Developer. Developer shall be solely responsible for any deductible losses under any policy.

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

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 District or 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 District, the Town and their 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 District, the Town and their officers, attorneys or employees.

J. *Rights and Remedies*. The rights and remedies of the District and 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 District's or the Town's legal or equitable remedies or the period in which such remedies may be asserted.

K. *Subject to Annual Appropriation*. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the District or 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.

L. *Subordinate to Outstanding District Debt Obligations.* This Agreement and any financial obligation of the District herein are subordinate to any outstanding District debt obligation that may have an existing lien on any of the District revenues discussed herein.

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

TOWN OF SUPERIOR, COLORADO

_____
Mark Lacis, Mayor

ATTEST:

_____
Shannon Dujardin, Town Clerk

SUPERIOR METROPOLITAN DISTRICT NO. 1

_____
Mark Lacis, President

ATTEST:

_____
Shannon Dujardin, Secretary

KITE ROUTE CROSSING LLC

By: Kite Route Crossing MM LLC, its managing member

By: Pennrose Holdings LLC, its sole member

By: _____
Timothy I. Henkel, its Chief Executive Officer

STATE OF _____)
) ss.
COUNTY OF _____)

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

My commission expires:

(S E A L)

_____
Notary Public

EXHIBIT A
Legal Descriptions

LOT 21, BLOCK 1, DISCOVERY OFFICE PARK SUPERIOR TOWN CENTER REPLAT 3

~~**EXHIBIT B**~~

~~**Estimated Fees and Rebates**~~

PENNROSE
Bricks & Mortar | Heart & Soul

Shannon Cox Baker
Pennrose, LLC
1800 Wazee St, Ste 300
Denver, CO 80202

September 02, 2025

Town of Superior Town Council
Superior Town Hall
124 E. Coal Creek Drive
Superior, CO 80027

Hon. Council Members:

Pennrose is grateful for the opportunity to develop Kite Route Crossing, the Town of Superior's first Low Income Housing Tax Credit (LIHTC) community, where low- and moderate-income households will have the ability to live in a new, energy efficient community in the heart of downtown Superior. We have had the pleasure of working with the Town's planning staff and with this Board on approving a Planned Development Amendment ensuring that the community we build will further the Town's Downtown Superior planning vision while having minimal impact on surrounding homes and their view planes.

This letter is to request the Board's approval of a Pre-Development Agreement that would authorize the Town of Superior to reduce the financial burden of a variety of development, utility, and impact fees on the project. In addition to the directly reducing the financial gap that the development has (more detail below), it also signals to the Colorado Housing & Finance Authority (CHFA) and other allocators of competitive affordable housing funds that the Town is supportive of and committed to the development. In highly competitive, oversubscribed application rounds like CHFA's 9% LIHTC, this dramatically increases Kite Route Crossing's chances of an award.

In terms of financial need, Pennrose estimates that the Total Development Cost for the project will be $26.0 million. Between anticipated financing from LIHTC, Colorado State Affordable Housing Tax Credit, energy-related credits, bank mortgage proceeds, and deferred developer fee, Pennrose has identified funding sources of approximately $22.5 million (see table below), leaving a financial gap of roughly $3.5 million necessary to complete the development. Fee waivers and rebates from the Town of Superior will dramatically reduce that number. See below for a breakdown:

Sources		**Uses**	
LIHTC Equity	$13,158,684	Land Acquisition	$ 1,663,000
AHTC Equity	$ 2,730,000	Hard Construction Costs	$15,007,380
Permanent Debt	$ 5,034,725	Soft Costs	$ 3,039,972
Community Fdn Bldr Cnty	$ 500,000	Financing Fees	$ 1,778,383
Deferred Developer Fee	$ 1,050,000	Contingencies/Reserves	$ 1,378,555
Financing Gap	**$ 3,520,881**	Developer Fee	$ 3,127,000
TOTAL	**$25,994,290**		**$25,994,290**

PENNROSE
Bricks & Mortar | Heart & Soul

By supporting the development through permit and impact fee reductions, the Town of Superior can help ensure that Kite Route Crossing becomes a reality, which in turn will provide age- and rent-restricted homes to vulnerable Superior households for decades to come. Pennrose therefore humbly requests that the Board of Directors authorize the Pre-Development Agreement as drafted at its scheduled meeting on Monday, September 8.

On behalf of Pennrose, thank you to the Board and to the Town staff, for supporting this exciting, first of its kind, development in Superior. Please feel free to contact me at any time should you have questions or would like to discuss anything in further detail.

Sincerely,



Shannon Cox Baker
Regional Vice President
sbaker@pennrose.com

Item Number 4j

Information for Meeting of the Superior Town Council

Agenda Item Name:	**Consideration for Approval of Alcohol in Public Places Permits for Rock Creek HOA Community BBQ**
Meeting Date:	**September 8, 2025**
Presented by:	**Shannon Dujardin, Town Clerk**
Presented for:	**Action**

BACKGROUND

The Town has received a permit application to allow alcoholic beverages on public property. The applicant submitting an alcohol permit application is the Rock Creek HOA for a Community BBQ on October 4, 2025 from 1:00 p.m. to 4:00 p.m. at Purple Park.

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

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

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

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

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

(1) The application is filed at least thirty (40) days prior to the date of the event;

(2) The applicant is twenty-one (21) years of age or older;

(3) The alcoholic beverages will remain in the general area of the event;

(4) The alcoholic beverages will not be provided to or served to members of the general public or any persons who are not invitees of the event;

(5) The time, location and duration of the event will not interfere with public services;

(6) The number and concentration of participants at the event are not likely to result in crowds exceeding limitations in the Town's fire code, or other significant inconvenience to the residents of the surrounding neighborhoods;

(7) Underage persons and persons under the influence of alcohol will not obtain alcoholic beverages served at the event, and the precautions proposed are likely to secure and supervise the area and the participants during the event;

(8) The applicant agrees to be personally responsible for cleaning, trash disposal and any necessary repairs;

(9) The applicant agrees to indemnify and hold harmless the Town, its employees and agents for all liability claims arising out of the event;

(10) The applicant has an insurance policy currently in effect with coverage of not less than the maximum limits established by the Colorado Governmental Immunity Act, Title 24, Article 10, C.R.S., as amended, and the Town is named as an additional insured;

(11) The event is a wedding, corporate or club picnic, or similar special occasion of a social, fraternal, patriotic, political or athletic nature; and(12) No alcoholic beverages will be sold.

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

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

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

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

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

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

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

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

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

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

RECOMMENDATION

Approve the Alcohol in Public Places Permit for the Rock Creek HOA at Purple Park on October 4, 2025.

ATTACHMENTS

- Permit application for Rock Creek HOA Community BBQ

PERMIT APPLICATION

For Alcohol in Public Places

NAME OF APPLICANT, PHONE NUMBER and EMAIL ADDRESS				DATE SUBMITTED
Rock Creek HOA, John Eckhardt - President				
ADDRESS	DRIVER'S LICENSE NO.	ISSUE STATE	EXP. DATE	DATE OF BIRTH
357 S McCaslin Blvd, Suite 200	[redacted]	CO	11/15/25	[redacted]

TOWN	STATE	ZIP	PUBLIC LOCATION BEING USED (Check One):
Louisville	CO	80027	[ ] Community Park [X] Purple Park [ ]Superior Comm Cntr. [ ] Founders Park [ ] Asti Park [ ] Wildflower Park [ ] Grasso Park [ ] Downtown Superior Parks and Plaza

TYPE OF ACTIVITY/EVENT	ORGANIZATION NAME
Community BBQ	Rock Creek HOA

DATE OF EVENT	NUMBER OF PEOPLE ATTENDING	RANGE OF GUEST AGES
10/4/25	500	0-99

TIME ALCOHOL WILL BE SERVED AND CONSUMED	CHECK ALL TYPES OF ALCOHOL TO BE SERVED	TYPE OF ENTERTAINMENT PROVIDED
1:00pm-4:00pm	[X] BEER [ ] WINE [ ] HARD ALC.	music and games

PREVIOUS ALCOHOL POSSESSION AND CONSUMPTION IN PUBLIC LOCATION PERMITS AND DATES

10/5/24, 10/7/23, and every year prior for at least past 12 years

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

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

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

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

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

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

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

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

7. List names and ages of all individuals who will help supervise the event (attach a separate sheet if necessary):
   Name: _____ Age: ____ Name: _____ Age: ____

INSURANCE REQUIREMENTS

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

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

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

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

Signature: Lisa Schmal (applicant) Date: ~~8/11/25~~ 8-26-2025

STATE OF COLORADO)
) ss.
COUNTY OF Boulder)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 26th day of August, 2025, by Lisa Schmal (applicant's name) as event planner (named insured).

My commission expires: Aug. 16, 2028

JODI L SALAMAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124053218
MY COMMISSION EXPIRES AUGUST 16, 2028

(SEAL)

Jodi L. Salaman
Notary Public

Approved by the Town Council on _____

Mark Lacis, Mayor

ATTEST:

Shannon Dujardin, Town Clerk

1. Diagram attached separately.

2. A natural barrier is created by ponds for much of the park. The rest of area will have caution tape and signage that no beer can leave the park. As well, 2 sheriffs will be hired to help monitor and patrol.

3. Adult volunteers and hired sheriffs will monitor guests.

4. ID's will be inspected for each guest wishing to have a beer by an appropriate aged volunteer. Once age is verified, they receive a wrist band - that indicates their ID has been verified - and a maximum of 2 beer tickets (1 beer per ticket). When guest presents a ticket to be served beer, staff/volunteer will verify that they have the appropriate wrist band. We will follow all Colorado state law for staff/volunteers pouring beer.

5. Event is open to residents of town of superior.

6. Volunteers serving beer will watch for intoxication and refuse to serve if necessary.

7. Lisa Schmal, 57, event planner. Volunteers still being coordinated.


Rock Creek Pkwy
Rock Creek Pkwy
Rock Creek Pkwy
Rock Creek Pkwy
Rock Creek Pkwy
Rock Creek Pkwy
Rock Creek Pkwy
Rock Creek Pkwy
S Pitkin Ave
S Pitkin Ave
S Pitkin Ave
Purple Bank
Coal Creek Ditch

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Schad Agency 433 Summit Blvd Unit 101 Broomfield CO 80021	**CONTACT NAME:** Certificate Department **PHONE (A/C, No, Ext):** 303-661-0083 **FAX (A/C, No):** 303-661-0085 **E-MAIL ADDRESS:** certificate@schadagency.com
INSURED Rock Creek Master Homeowners Association, Inc. 357 South McCaslin Blvd #200 Louisville CO 80027	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Farmers Insurance - Truck Insurance Exchange / 21709 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			607137358	08/01/2025	08/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 75,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ INCLUDED
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			607137358	08/01/2025	08/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Directors & Officers			607137358	08/01/2025	08/01/2026	Limit: $2,000,000	
A	Fidelity			607137358	08/01/2025	08/01/2026	Limit: $1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS IS A MASTER POLICY COVERING PROPERTY IN THE OPEN AS WELL AS GENERAL LIABILITY FOR THE ASSOCIATION'S COMMON AREAS. THERE IS NO COVERAGE FOR INDIVIDUAL RESIDENCES, LOTS OR ANY IMPROVEMENTS THEREON. SEVERABILITY OF INTEREST AND BUILDING ORDINANCE AND LAW INCLUDED. MANAGEMENT COMPANY IS AN ADDITIONAL INSURED FOR GENERAL LIABILITY, FIDELITY AND DIRECTORS & OFFICERS.
Special Event - Oktoberfest 10/4/2025

Includes Host Liquor Liability

CERTIFICATE HOLDER

Additional Insured and Certificate Holder: Town of Superior
124 E. Coal Creek Drive
Superior CO 80027

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Item Number 4k

Information for Meeting of the Superior Town Council

Agenda Item Name:	**Presentation - Proclamations for Outgoing Superior Youth Council Leadership Members**
Meeting Date:	**September 8, 2025**
Presented by:	**Matt Magley, Town Manager**
Presented for:	**Presentation**

BACKGROUND

It is the Town's practice to recognize outgoing Advisory Committee members for their service at a regular Council meeting. These committee members have graduated from High School and therefore served their final eligible term on the Superior Youth Leadership Council. The Town would like to recognize these outgoing members of the Superior Youth Leadership Council who have completed a full term, many having completed multiple terms of service, and in doing so, contributed countless hours in service to the community and Superior's youth population.

RECOMMENDED ACTION:

Reading of recognition of service of outgoing Superior Youth Leadership Council members:

The Town appreciates the service to the residents of Superior through their dedication and time commitment to serve on an advisory committee. Their representation and service will be missed by the members of the Superior Youth Leadership Council, the Mayor and Council Members, and Town Staff. The Proclamations written serve to officially recognize these committee members for their service to the Town of Superior and its residents.

Thank you to:

- Kai Ahn-O'Connor
- Brek Hoenninger
- Josh Kim
- Ashna Shah
- Zoe Shimonek

- Zachary Smith
- Sampson Spencer

Item Number 4l

Information for Meeting of the Superior Town Council

Agenda Item Name:	**Resolution – Approving Reappointments to the Superior Youth Leadership Council (SYLC)**
Meeting Date:	**September 8, 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. Scheduled under this agenda item is the Council's consideration of appointments of sitting Advisory Committee members to a new term. The Council has the option to appoint or not appoint any of the members, and staff will advertise the vacancies.

Approving Reappointments to the Superior Youth Leadership Council (SYLC)
Sitting members eligible to serve a new term:

- Livia Baldwin
- Lindsay Craig
- Lisa Park
- Neel Ruhil
- Minkee (Michael) Seo
- Om Vegesna

ALTERNATIVES CONSIDERED:
Make no appointments and continue to advertise to fill the vacancies.

MOTION:
Move to approve Resolutions making reappointments to SYLC

ATTACHMENTS:

- Resolution

TOWN OF SUPERIOR
RESOLUTION NO.R-67
SERIES 2025

A RESOLUTION OF THE TOWN 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:

Name	**Term Expires**
• Livia Baldwin	August 2026
• Lindsay Craig	August 2026
• Lisa Park	August 2026
• Neel Ruhil	August 2026
• Minkee (Michael) Seo	August 2027
• Om Vegesna	August 2027

ADOPTED this 8th day of September, 2025.

_____
Mark Lacis, Mayor

ATTEST:

_____
Shannon Dujardin, Town Clerk

Item 4m

Information for Meeting of the Superior Town Council

Agenda Item Name:	**Resolution – Approving a Settlement Agreement with and Accepting a Quitclaim Deed from David Freeman**
Meeting Date:	**September 8, 2025**
Presented by:	**Matt Magley, Town Manager** **Nicholas Hartman, Town Attorney**
Presented for:	**Action**

BACKGROUND

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

RECOMMENDATION

Approval of the Resolution.

MOTION

Move to adopt a Resolution approving a Settlement Agreement with and accepting a Quitclaim Deed from David Freeman.

ATTACHMENTS

- Resolution
- Agreement
- Quitclaim Deed
- Location Map

TOWN OF SUPERIOR
RESOLUTION NO. R-68
SERIES 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR APPROVING A SETTLEMENT AGREEMENT WITH AND ACCEPTING A QUITCLAIM DEED FROM DAVID LEE FREEMAN

WHEREAS, the Town desires to settle potential legal claims between it and David Lee Freeman pursuant to a settlement agreement, attached hereto as **Exhibit A** and incorporated herein (the "Agreement"); and

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

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

Section 1. The Agreement between the Town and David Lee Freeman 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 Agreement on behalf of the Town.

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

ADOPTED this 8 day of September, 2025.

_____
Mark Lacis, Mayor

ATTEST:

_____
Shannon Dujardin, Town Clerk

EXHIBIT A
Settlement Agreement

EXHIBIT B
Quitclaim Deed

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (the "Agreement") is made and entered into this ___ day of _____, 2025 (the "Effective Date"), by and between the Town of Superior, a Colorado home rule municipality with an address of 124 East Coal Creek Drive, Superior, CO 80027 (the "Town"), and David Lee Freeman, a natural person with an address of 7509 West Coal Creek Drive, Superior, CO 80027 ("Property Owner") (each a "Party" and collectively the "Parties").

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

WHEREAS, on March 12, 2025, the Town filed a complaint against individuals in the Kupfner Subdivision in the District Court of Boulder County, Case No. 2025CV30208 (the "Case"), alleging that the subdivision improvements contemplated by the SIA must be completed and dedicated to the Town as required by the SIA;

WHEREAS, the Case alleges that the landowners within the Kupfner Subdivision must complete the subdivision improvements contemplated by the SIA and dedicate them to the Town;

WHEREAS, Property Owner is a landowner within the Kupfner Subdivision; and

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

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

1. Payment. Within 7 days of the Effective Date, the Town shall pay Property Owner the lump sum of $10.00 (the "Settlement Payment"). Property Owner shall not be entitled to any further payments from the Town.

2. Quitclaim Deed. Immediately upon receipt of the Settlement Payment, Property Owner shall convey to the Town all of Property Owner's interest in the real property, if any, more particularly described by **Exhibit A**, attached hereto and incorporated herein by this reference, together with any improvements thereon (the "Property"), subject to all, if any, valid easements, rights of way, covenants, conditions, reservations and restrictions of record, by quitclaim deed in substantially the form attached hereto as **Exhibit B** and incorporated herein by this reference. The Town shall record the quitclaim deed with Boulder County.

3. Release. As of the exchange of the Settlement Payment and quitclaim deed, the Parties forever release and discharge each other and their respective officers, directors, employees, agents, representatives, attorneys, contractors, predecessors, successors and assigns from any and all claims, controversies, liabilities, obligations, warranties, payments, reimbursements, set offs, recoupment, amounts due or owning or both, duties, injuries, demands, actions, causes of action,

suits, losses, promises, acts, agreements, damages, costs and expenses of any kind or nature, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, based upon law or equity, now existing or hereafter asserted arising out of or relating to any and all circumstances, disputes, or disagreements that now exists or may have existed regarding the SIA.

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

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

a. *Legal Advice*. Each Party has had the opportunity to receive independent legal advice from an attorney with respect to the advisability of entering into and executing this Agreement.

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

6. Miscellaneous.

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

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

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

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

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

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

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

h. *Governmental Immunity*. The Town, its officers and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity

Act, C.R.S. § 24-10-101, *et seq*., as amended, or otherwise available to the Town and its officers or employees.

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

TOWN OF SUPERIOR, COLORADO

_____
Mark Lacis, Mayor

ATTEST:

_____
Shannon Dujardin, Town Clerk

PROPERTY OWNER

_____
David Lee Freeman

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

My commission expires:

(S E A L)

_____
Notary Public

EXHIBIT A
Legal Description

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

EXHIBIT B
Quitclaim Deed

QUITCLAIM DEED

This Quitclaim Deed is made and entered into this ____ day of _____, 2025, by and between David Lee Freeman, an individual with an address of 7509 West Coal Creek Drive, Superior, CO 80027 (the "Grantor") and the Town of Superior, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, CO 80027 (the "Grantee").

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

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

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

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

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

GRANTOR:

_____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

My commission expires:

(S E A L)

_____
Notary Public

EXHIBIT A
Legal Description

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

LOCATION MAP



Item Number 5

Information for Meeting of the Superior Town Council

Agenda Item Name:	**Final Development Plan (FDP) for Kite Route Crossing, Lot 21, Block 1 Discovery Office Park**
Meeting Date:	**Monday September 8, 2025**
Presented by:	**Renae Stavros, Planning and Building Director** **Geoffrey Weathers, Planner II**
Presented for:	**Action**

Item:	Kite Route Crossing FDP
Case	No. FDP-2025-01
Applicant:	Shannon Cox-Baker, Pennrose, LLC.
Existing Zoning:	Planned Development – Discovery Office Park
Location:	Lot 21, Block 1 Discovery Office Park
Request:	Consideration of a Resolution of the Town Council regarding an FDP to construct a 50-unit senior affordable apartment building

VICINITY MAP



SUMMARY

On behalf of Pennrose, LLC, the applicant, Shannon Cox-Baker, requests approval of the Kite Route Crossing FDP to construct senior affordable apartment housing on Lot 21, Block 1 of Discovery Office Park, located between Marshall Road and Gateway Drive along Old Rail Way in Downtown Superior.

The FDP proposes a 50-unit, 3-story building with a 21,910-sf footprint, including 2-stories of living space over a ground floor parking as well as amenities such as on-site property management, a multi-purpose community/recreation room, fitness room, a dog wash, and an outdoor sun deck with Flatirons views.

BACKGROUND

Discovery Office Park Planned Development

The majority of Discovery Office Park subdivision was annexed into the Town in 2000. The Planned Development (PD) for the area was approved in 2001, followed by a Final Development Plan (FDP) authorizing construction of the existing office building along Discovery Parkway in 2003.

In 2014, the Town annexed the central portion of the Discovery Office Park and approved a Planned Development Amendment to incorporate that central area in the development and to allow residential uses on the northern portion of the area. An FDP authorizing construction of the existing duplexes along Canary Lane was approved in 2018.

In 2024 the PD was further amended to permit the use of affordable housing and refine certain development standards on Lot 21, Block 1 to facilitate the Kite Route Crossing project.

Background on Affordable Housing in Superior

Currently, there are no deed-restricted, income-restricted, or rent-stabilized affordable housing options within the Town of Superior. The following describes the efforts the Town has taken in the past few years to support development of affordable housing:

- In 2018, the Town signed on to the Boulder County Regional Housing Partnership's goal of having 12% of all housing units in the County be affordable by 2035.
- In 2020, the Town adopted an Inclusionary Housing Ordinance which requires 15% of units in new developments be affordable.
- In 2023, the Town opted in to Proposition 123 with the State of Colorado to become eligible for funding and other programs related to affordable housing. Part of the Town's commitment is that we issue building permits for at least 22 affordable units by 2027.
- In 2025, the Town adopted Housing Strategies, which establish strategies and actions the Town could take to meet the needs of the community related to housing. The Housing Needs Assessment identified the need for additional housing types for the senior population in the community, among other needs.
- The upcoming Comprehensive Plan update could identify future locations for housing based on the goals and strategies finalized in the Housing Strategies.

As a 100% senior affordable development, Kite Route Crossing will address many of the Towns commitments, needs, and goals with respect to housing.

The Developer and Funding

Pennrose is a privately held, full-service real-estate development and management company, in business for over 50 years. Pennrose develops and operates affordable, workforce, and mixed-income communities and has delivered over 27,000 housing units in more than 350 separate developments valued at over $5 billion. They prioritize high-quality, energy-efficient design and construction and aim to work with partners to deliver housing that meets the objectives for income mix, attractive design, and attentive property management.

Kite Route Crossing will leverage local, state, and federal resources to develop this project. The capital stack includes federal low-income housing tax credits, state affordable housing tax credits, federal Community Development Block Grants, and fee waivers from the Town of Superior.

Site Suitability

The chosen site in Downtown Superior is an optimal location for senior affordable housing in Town. The neighborhood provides excellent proximity to essential services and amenities. Within a mile, tenants will be able to access grocery stores, pharmacies, parks, trails, open space, fitness centers, restaurants, entertainment, doctors' offices, a hospital, Town Hall, and the Town Civic Space. For those who do not or cannot drive or who have difficulty affording car ownership, there are robust transportation options, including a local bus that stops in front of the building, regional transit within a mile, Via Transit, Flex-Ride, carshare, bikeshare (anticipated

summer 2026), as well as ample walking and biking trails. Furthermore, the area provides many opportunities for social connection through public and private events and activities, such as summer concerts, farmers markets, sporting tournaments, recreational programs, and game nights.

PROPOSAL & FINAL DEVELOPMENT PLAN DETAILS

General Description

The FDP proposes a 50-unit, 3-story senior affordable apartment housing with a 21,910 sf footprint, including 2-stories of living space over a ground floor parking on Lot 21, Block 1 of Discovery Office Park. Although it is located with the Discovery Office Park subdivision, the site faces and is accessed by way of Old Rail Way in Downtown Superior and as such is subject to the Superior Town Center (STC) Design Guidelines. The following section will highlight and discuss key aspects of the project, including Site Design, Parking, Landscape and Irrigation, Fire Access, Utilities and Drainage, Site Lighting, Architecture and Design, Sustainability, Project Amenities, and Easement Modifications.

Site Design, Setbacks, and Building Height

As demonstrated in the table below, the proposed open space percentage, setbacks, and building height for Kite Route Crossing are generally compliant with PD requirements. An exception has been requested for encroachment of the staircase for the outdoor sundeck into the side setback 4.6'. Section 16-1-60 of the Town Code allows setback encroachments for architectural projections up to 30", but the staircase would exceed that allowance by 24". Additionally, Amendment #1 of the Discovery Office Park PD prohibits decks, patios, architectural elements or similar items into the setbacks on residential lots (Sheet 1). However, according to Section 16-10-40 (b) of the Municipal Code, the Planning Commission and Town Council may approve an FDP which has been modified to reflect improvements in design or changes which have occurred in its natural surroundings and environment since the time of the PD plan review and approval. Because the staircase will be gated for the exclusive, private use of tenants and no living space on neighboring properties will be adjacent to this staircase, Staff finds the potential negative impact of this exception to be negligible and has no objection to the approval of this exception request.



Figure 1 Rendering of proposed sundeck staircase (FDP Sheet A3.1)

Setbacks	**Minimum**	**Maximum**	**Proposed**
Front	0’- 70-80% 3’ - 20-30%	3’ - 70-80% 5’ - 20-30%	0’-3’ – 100% (358.9’) 1’ – 48% (173.4’) 1.7’ – 5% (17.5’) 3’ – 47% (168’)
Rear	None	75’ from Old Rail Way	64.2’ form Old Rail Way
East Side	10’	None	50.4’
West Side	10’	None	11.7’*
Height	**Maximum**	**Stories**	**Proposed**
Main Building	5540.5’ NAVD 88	3 stories above street	5440.45’ NAVD 88 3 story
Protrusions	5550.2’ NAVD 88	N/A	5546.25’ NAVD 88

Open Space	**Required**	**Proposed**
	30% Minimum	52% Landscaped Area

*Exception request – stair encroach into the setback 4.6’

Parking

The parking provision proposed for Kite Route Crossing meets or exceeds Town requirements. As shown on plan elevations (sheet A1.1), off-street parking is located in the ground-floor garage under the living space in the building. The garage is walled-off from public view on all sides and accessed by automobiles through a security door via Buttercup Lane, which is a Metro District alley located on the east side of the building. Pennrose will exceed the minimum parking requirement by offering an additional 10 compact spaces. The required 30 spaces will be standard 9' x 20' spaces. The project will meet the Town's Energy Conservation Code requirement for new construction by providing 8 EV Ready spaces, 8 EV Capable spaces, and 4 EV Installed spaces, including 2 accessible spaces. The Town has also added a provision allowing the applicant to substitute an on-street EV Installed parking space dedicated exclusively to Colorado Carshare for up to 2 on-site EV Installed parking spaces or up to 4 EV Ready parking spaces. In this case, the carshare would be available for the use of any and all Colorado Carshare members including Kite Route Residents. Kite Route Crossing will also have 26 covered bicycle parking spaces, including 7 accessible spaces.

PARKING REQUIRED			
	REQUIRED RATIO	NUMBER OF UNITS	REQUIRED PARKING
UNIT	0.5	50	25
VISITOR	0.1	50	5
		TOTAL	**30**

PARKING PROVIDED					
LOCATION	STANDARD SPACES	ACCESSIBLE SPACES	ACCESSIBLE AS PERCENT OF TOTAL	COMPACT	**TOTAL**
GARAGE	28	2	5%	10	**40**

EV PARKING SUMMARY						
EV READY SPACES		EV CAPABLE SPACES		EV INSTALLED		
				ACCESSIBLE	STANDARD	% OF TOTAL
NUMBER	% OF TOTAL	NUMBER	% OF TOTAL	NUMBER	NUMBER	
8	20%	8	20%	2	2	10%

BICYCLE PARKING						
REQUIRED*			PROVIDED**			
COVERED	UNCOVERED	TOTAL	COVERED STANDARD	COVERED ACCESSIBLE	UNCOVERED	TOTAL
25	0.0	25	19	7	0	26

*PER PLANNING COMMISSION PD AMENDMENT APPROVAL, 0.5 BICYCLE SPACES ARE REQUIRED PER UNIT

** COVERED SPACES ARE PROVIDED INSIDE OF BUILDING

Landscaping and Irrigation

The landscaping goal established by the Town and applicant in the Planned Development Amendment was to conserve water, stabilize the hillside, and avoid view restrictions caused by tall vegetation. Since the PDA does not detail specific requirements, the landscape is designed to meet the standards of the Superior Town Center (STC) Design Guidelines.

To that effect, Pennrose proposes to landscape Kite Route Crossing to integrate with the adjacent existing landscaping, including native grasses on hillside to the south of the building, a rock mulch and boulder area bordering the building on the southside, and a shrub bed at the northeast corner of the building. Existing landscaping on and adjacent to the property will be preserved or replaced in-kind if damaged during construction. Specifically, plant material will meet the size requirements, inclusive of 2-1/2" caliper canopy trees, 8' height multi-stem/clump ornamental trees, 5-gallon shrubs, 1-gallon perennials, and the use of the Town of Superior's approved non-irrigated native grass mix. The quantity of material matches that required for naturalized open space and developed landscape within the STC PDA.

Irrigation will be sourced from the Town's non-potable water reuse line. Irrigation service will be metered, and water will be paid for, owned, and maintained by Penrose. The native grasses and shrubs will be irrigated regularly by stream rotors until established and then strictly as needed. The trees on the hillside will be permanently irrigated with a low volume deep root bubbler system. The shrubs and perennials adjacent to the building will receive water from a low volume drip system.

Fire Access

Pennrose has requested an exception to the requirement that the fire apparatus access roads shall extend to within 150' of all portions of the building, often also referred to as hose reach length. Due to the steep, hilly topography on the north side of the lot, the proposed building for Kite Route Crossing cannot comply with this requirement. According to the applicant, Fire Code permits exceptions to this rule under various conditions, including when buildings are equipped throughout with an automatic sprinkler system (503.1.1, Exception 1, Item 1.1). The project design proposes apparatus access roads within 225,' based on the proven effectiveness of automatic sprinkler protection to suppress fire, reduce production of combustion products, extend safe egress times, and protect responding firefighters. For local/regional enforcement context and standard of care, the following access dimensions have been formally adopted by code amendment in the jurisdictions noted:

- Loveland - 300'
- Windsor/Severance - 300'
- Denver - 250'
- Longmont - 300'
- Front Range Fire Rescue - 300'

The proposed exception is currently under review by Mountain View Fire Rescue.

Utilities and Drainage

The Public Works and Utilities Department raised no objections to the Drainage or Utilities Plans submitted for Kite Route Crossing (sheets C3.0 and C4.0). Further review of these systems will occur once civil drawings have been submitted.

The Project Narrative highlights the following aspects of the plan:

- Water, sewer, storm drainage, and reuse water mains are present in Old Rail Way and the adjacent public alley to the east.
- Roof drains will be connected to the back of an existing inlet on the south side of Old Rail Way. Surface drainage from the rear and east of the building will be collected in inlets and connected to the existing inlet in the Buttercup Lane, east of the building. Drainage is conveyed to Pond 313, which provided detention and water quality for this block.
- Water service will be taken off the existing 8-inch diameter main in the alley east of the project in Buttercup Lane. A 2-inch meter will be required.
- Sanitary service will be directed to an existing manhole at the intersection of Old Rail Way and Gateway Drive. Kite Route will coordinate with Wood Partners to run an additional stub pipe out of the new manhole being install for the Block 8 apartments.
- Per the request of Public Works, this project will install an Insituform Liner in the main sewer line along Old Rail Way to effectively abandon existing unused taps located there, without excavating the roadway

Site Lighting

Photometric plans and a Lighting Cutsheet are provided on Sheets E1.0 and E1.1. Exterior lighting along Old Rail Way is provided by existing Ashbury street lights, supplemented by downcast wall fixtures near the building entrance. Similar wall mounted fixtures are provided at the garage entrance, sundeck, and along the external staircase. All fixtures will be full cut-off to minimize light trespass towards adjacent private property and comply with Superior Town Center (STC) Design Guidelines.

Architecture and Design

Staff finds that the general architecture and design of Kite Route Crossing is compliant with the intent of the Superior Town Center (STC) Design Guidelines. The Project Narrative provides an extensive explanation of the architectural and design features of Kite Route Crossing and their application to the STC Design Guidelines. Some highlights from the Narrative include:

- To enhance pedestrian-level experience of the building, Pennrose designed Kite Route Crossing using a variety of exterior building materials and architectural elements. Materials include varyingly patterned bricks, fiber cement siding of different widths, metal paneling, and composite siding with a natural wood appearance to accentuate the pedestrian scale at the building entry, roof deck, roof trellis, and at Juliet balconies (see material board as well as A1.1 and A.2.1). In addition, the design promotes visual interest through changes in setbacks, an entry canopy, ground floor fenestration, bench seating, and other pedestrian scaled details while maintaining coherent visual context through articulation, repetition and massing to break up a long street façade.

- The primary building entry to the building is visible from the street and the user is led to the entry off the main sidewalk. A sense of arrival at is emphasized by a change in materiality, a faux wood soffit with protruding awnings above the doors and by adjacency to a stair core that serves as a vertical massing element.
- The main entry and common area spaces are also defined through use of primarily transparent facades along Old Rail Way. For the parking garage, fenestrated walls with intake air grills shield the view of cars from pedestrians and building users while using detailing at a human scale to make the building frontage approachable.

Sustainability

In addition to complying with Superior's 2021 IECC and the 2018 ICC building codes, the design and construction of Kite Route Crossing will incorporate several additional sustainability practices. In furtherance of Superior's Sustainability Action Plan goals and environmental stewardship, the mechanical systems will be 100% sourced by electric power, be built to Enterprise Green Communities and ENERGY STAR Multifamily New Construction standards, and will also likely include rooftop solar panels. The Project Narrative Contains a comprehensive list of sustainability measures employed, including:

- Energy Modeling: Whole-building energy modeling will be utilized to ensure compliance with applicable codes and to determine the most energy-efficient design for the building.
- Indoor Air Quality: Balanced ventilation systems will be implemented to enhance indoor air quality for occupants.
- Water Efficiency: Water usage will be minimized through the use of low-flow plumbing fixtures and native or adaptive, drought-tolerant landscaping. An efficient irrigation system, compliant with Enterprise Green Communities guidelines, will support sustainable water management.
- Targeted Turf Grass Use: Irrigated turf grass will be limited to areas that provide recreational value to the community or serve as integral components of vegetated or structural stormwater management systems.
- Resilient Landscaping: The site's landscaping strategy will emphasize passive design features that enhance stormwater management and increase overall climate resilience.

Project Amenities

Project amenities include on-site property management, a multi-purpose community/recreation room, fitness room, a dog wash, and an outdoor sun deck on the second floor with views of the Flatirons.

Easement Modifications

The Town has processed and recorded a request to Vacate a Utility Easement in northwest corner of the lot that would have significantly impacted the footprint of the building. This easement was created as part of an earlier plat to accommodate utilities which were never installed. All required utility services to Downtown Superior are currently in place, and there is no reason for this easement on Lot 21 to exist. All utility providers were duly notified of the vacation request without objection.

Fiscal Impact

The Finance Department projects that one-time revenues for the project will be $915k with 2-inch water tap and ¾ inch irrigation tap. On-going revenue are estimated to be less than $1,000 per year.

The applicant will pay all the system development fees, which will then be repaid to the applicant from the general fund according to the agreement between the Town and the applicant.

Economic Impact

According to the attched Economic Impact Letter from the Town's Economic Development Manager, the Colorado Department of Labor and Employment's Occupational Employment and Wage Estimates report for 2024 provides estimates for wages and employment by different occupation classifications. Boulder County is shown as having 525 different occupation classifications. Based on the average annual income of those 525 classifications, 265 of those classifications would qualify at the 70% AMI income limit or below. These occupations include healthcare workers and staff, bus drivers, teachers, janitors and cleaners, dental assistants, and mail carriers, as examples. The AMI for retirees and those no longer participating in the workforce is still based on the household's gross annual income, such as social security payments and retirement funds.

Income restricted housing options, especially when paired with age restriction measures, provide opportunities for aging-in-place and housing turnover for larger family-oriented homes as the 55+ aged community looks for more affordable and manageable living options. Aging-in-place is a concept that allows community members to remain in their own living spaces and communities for longer periods of time and living independently without moving to more institutional living facilities. Economically, aging-in-place provides the opportunity for these consumers to continue to spend their dollars locally while they continue to support the community and businesses that they are used to frequenting. Providing a specific location for the 55+ aged community to move to in order to age-in-place also allows for these community members to move out of larger, family-oriented single-family homes, creating the opportunity for new families and residents to move to the Town of Superior and spend their dollars locally.

Analysis of FDPs Requests

The Superior Municipal Code includes the following criteria for consideration of approval of FDPs:

Sec. 16-10-40 (b) Criteria:

1. *Prior to approving an FDP, the Planning Commission and the Town Council shall find that the FDP is consistent with the PD Plan and all other Town ordinances and regulations.*
2. *The Planning Commission and Town Council, however, may approve an FDP which has been modified to reflect improvements in design or changes which have occurred in its natural surroundings and environment since the time of the PD plan review and approval.*
3. *An FDP may be submitted in sections covering representative and reasonable portions of the subdivision tract. In such cases, submission shall include a map indicating the sections*

designated for the entire tract, and each sheet numbered accordingly, including title, legend, matchlines and other appropriate information. When an entire parcel is not subdivided, the applicant shall indicate his or her intended plans for disposition of the remainder of the parcel.

4. *When ambiguity exists in the application of a PD plan to an FDP, or when a PD plan does not address a development standard, the applicable development standard of this Chapter shall apply to the FDP.*

Staff finds the FDP to be generally consistent with the current Discovery Office Park PD, STC Design Guidelines, and all other Town ordinances and regulations should the exceptions be accepted, and conditions and technical corrections be addressed. The following exceptions are being requested by the applicant:

1) Encroachment into the side setback: Amendment #1 of the Discovery Office Park PD prohibits decks, patios, architectural elements or similar items into the setbacks on residential lots (Sheet 1). An exception is requested for a 4.6' side setback encroachment of an outdoor staircase. The staircase is for the private use of tenants and will abut no structures on the adjacent lot. According to Section 16-10-40 (b) of the Municipal Code, the Planning Commission and Town Council may approve an FDP which has been modified to reflect improvements in design or changes which have occurred in its natural surroundings and environment since the time of the PD plan review and approval.
2) Maximum length for fire apparatus access roads: Fire Code requires that fire apparatus access roads extend to within 150' of all portions of the building. The exception request is to extend the maximum length to 250' on the grounds that the building is equipped throughout with an automatic sprinkler system (503.1.1, Exception 1, Item 1.1). The proposed exception has been approved by the Fire Chief at Mountain View Fire Rescue.

PLANNING COMMISSION RECOMMENDATION:

On August 19, 2025, a Public Hearing was held by the Planning Commission to consider the application for the Kite Route Crossing FDP. Planning Commissioners received presentations from Town staff and the applicant prior to taking public comment on, and discussing, the application. The following summarizes the topics addressed during the commission's deliberations:

1. The applicant was asked if they had considered screening of the rooftop heat pump condenser units. The applicant responded that they opted against screening the units because it would significantly increase the elevation of the building, undermining their objective of keeping its height as low as possible.
2. The applicant was asked about potential noise caused by an irrigation booster pump. The applicants engineer, Jim Brzostowicz, testified that the noise caused by the booster would be negligible, citing the fact that no complaints have been made about the many areas in Downtown Superior already have them.
3. The applicant was asked about the maintenance of the property during and after construction as well as the clearing of clippings to mitigate fire danger. The applicant reiterated their commitment to site upkeep and maintaining a good relationship with their neighbors and the community at large.

4. The applicant was asked what measures they were taking to prioritize leasing to current Superior residents and those impacted by the Marshall Fire. The applicant responded that they would work within the limits of fair housing laws to calibrate marketing and selection lotteries to attract Superior residents and Marshall Fire victims.
5. In response to concerns voiced in public comment, the applicant confirmed the that retaining wall will be fenced and that the units cannot be sublet or used as short-term rentals.

The Planning Commission voted 7-0 to recommend approval of the Kite Route Crossing FDP.

STAFF RECOMMENDATION:

If the Town Council finds the application meets the applicable criteria, staff has provided a Resolution approving the Discovery Office Park Final Development Plan No. 4 for Lot 21, Block 1 Discovery Office Park Planned Development No 2, with the following conditions:

A. Prior to the recordation of final mylars, the Applicants shall make minor technical and redline corrections to plans as identified by Town staff and directed by the Town Board.

ATTACHMENTS:

- TC Resolution
- PC Resolution
- FDP Project Narrative
- FDP Plan Sheets
- Economic Impact Letter
- Kite Route DIA
- Pennrose Presentation

TOWN OF SUPERIOR
RESOLUTION NO. R-69
SERIES 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR APPROVING FINAL DEVELOPMENT PLAN NO. 4 FOR DISCOVERY OFFICE PARK, CASE NO. FDP-20245-01, AND, IN CONNECTION THEREWITH, APPROVING A DEVELOPMENT AGREEMENT BETWEEN KITE ROUTE CROSSING LLC AND THE TOWN

WHEREAS, Pennrose, LLC, (the "Applicant") desires to develop certain real property within the Town legally described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, the Applicant has filed an application for approval of a final development plan (the "FDP") to construct a senior affordable apartment housing development on the Property (the "Application");

WHEREAS, the Town and the Applicant, through Kite Route Crossing LLC, desire to establish the terms and conditions to be imposed on the Property as part of the Application by execution of a development agreement;

WHEREAS, Section 16-10-40 of the Superior Municipal Code (the "Code") requires a public hearing and recommendation by the Planning Commission on the FDP;

WHEREAS, the specific approval criteria for the FDP are set forth in Section 16-10-40(b) of the Code;

WHEREAS, on August 19, 2025, the Planning Commission held a properly noticed public hearing on the Application and recommended that the Town Council approve the Application with conditions;

WHEREAS, on September 8, 2025, the Town Council held a properly noticed public hearing on the Application; and

WHEREAS, the Town Council, upon reviewing the recommendation of the Planning Commission, hearing the statements of staff and the public, and giving due consideration to the matter, finds and determines as provided herein.

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

Section 1. The Town Council hereby finds that the FDP, subject to the conditions set forth in Section 2 hereof, meets all of the criteria set forth in the Code and is consistent with the Town of Superior Comprehensive Plan.

Section 2. The Town Council hereby approves the FDP, subject to the following condition: Prior to executing and recording final mylars, the Applicant shall make minor technical and redline corrections to plans as identified by the Town staff.

Section 3. The Development Agreement between the Town and Kite Route Crossing LLC is hereby approved in substantially the same form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Development Agreement on behalf of the Town.

ADOPTED this 8th day of September, 2025.

_____

Mark Lacis, Mayor

ATTEST:

_____

Shannon Dujardin, Town Clerk

EXHIBIT A
Legal Description

LOT 21 BLK 1FINAL BLK 1 DISCOVERY OFFICE PARK SUPERIOR TOWN CENTER REPLAT 3

TOWN OF SUPERIOR
PLANNING COMMISSION
RESOLUTION NO. PC-5
SERIES 2025

A RESOLUTION OF THE PLANNING COMMISSION OF THE TOWN OF SUPERIOR RECOMMENDING APPROVAL OF FINAL DEVELOPMENT PLAN NO. 4 FOR DISCOVERY OFFICE PARK, CASE NO. FDP-2025-01

WHEREAS, Pennrose, LLC (the "Applicant") wishes to develop certain real property within the Town, legally described in **Exhibit A**, attached hereto and incorporated herein by this reference, and generally described as Lot 21, Block 1 Discovery Office Park (the "Property");

WHEREAS, the Applicant has filed an application for approval of a final development plan (the "FDP") to construct a senior affordable apartment housing development on the Property (the "Application");

WHEREAS, Section 16-10-40 of the Superior Municipal Code (the "Code") requires a public hearing and recommendation by the Planning Commission on the FDP;

WHEREAS, the specific approval criteria for the FDP are set forth in Section 16-10-40(b) of the Code; and

WHEREAS, on August 19, 2025, the Planning Commission held a properly-noticed public hearing on the Application.

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

Section 1. The Planning Commission hereby finds that the FDP satisfies the applicable approval criteria in the Code, and recommends that the Town Council approve the Application, subject to the following condition: Prior to executing and recording final mylars, the Applicant shall make minor technical and redline corrections to plans as identified by the Town staff.

Section 2. This Resolution is hereby adopted by a majority of those Planning Commissioners present to hear the matter according to the following numbers of votes:

7 "yes" votes

0 "no" votes

ADOPTED this 19th day of August, 2025.

David Harper, Chair

ATTEST:

Shannon Dujardin, Town Clerk

May 22, 2025

Town of Superior
Renae Stavros, AICP
Planning and Building Director
100 Superior Plaza Way
Superior, CO 80027

Re: Kite Route Crossing
Discovery Office Park Final Development Plan 4

Staff, Planning Commission, and Council Members:

On behalf of Pennrose, LLC and our development team, I am pleased to submit this application for a Final Development Plan for Kite Route Crossing in Discovery Office Park. On May 8th, 2025, the Colorado Housing and Financing Authority awarded Pennrose federal 9 percent and standard State Housing Tax Credits to finance the development of Kite Route Crossing, paving the way to final design and entitlements.

Pennrose is a privately held, full-service real-estate development and management company, which has existed for over 50 years. Pennrose is a national leader in the development and operation of affordable, workforce, and mixed-income communities, and has developed over 27,000 housing units in more than 350 separate developments valued at over $5 billion. We prioritize high-quality, energy-efficient design and construction and are committed to working with our partners to deliver housing that meets the objectives for income mix, attractive design, and attentive property management.

In 2022, Pennrose announced the addition of Shannon Cox Baker to lead the firm's expansion into the Mountain Region. Shannon leads this expansion from the firm's Denver office and has helped Pennrose enter this region by establishing a pipeline of nearly 600 units of affordable housing in Arizona, Colorado, and Wyoming.

For the design of Kite Route Crossing, Pennrose is joined SAR Architects (architecture), I-Kota (general contractor), Civil Resources (Civil engineering), TextureGreen (landscape design), IMEG (mechanical, electrical, and plumbing engineering; structural engineering), CTL Thompson (geotechnical engineer), Innova Services (owner's representative), and Group14 (sustainability engineering).

Our team complements one another by bringing local Superior and Boulder County knowledge combined with regional and national expertise.

The narrative for these applications is provided on the following pages.

Sincerely,

Shannon Cox Baker
Regional Vice President, Mountain Region
Pennrose, LLC

PROJECT NARRATIVE

1. Introduction

Over the last twenty years, the vision of Downtown Superior, first identified in the 2006 Comprehensive Plan, has begun to take shape as a "a hub of social and business activities" that is defined by mixed-use zoning and prioritizes high-quality design and the pedestrian experience. Development has included for-sale residential homes, market-rate apartments, healthcare from the Superior, Medical Center, sports and recreation at the Blue Sports Stable, the beginning of small business retail on Main Street, office space dedicated to life sciences at Coal Creek Innovation Park, and immediate access to public parks and open space.

While Downtown Superior experiences tremendous (and successful) development, it has yet to offer affordable or senior housing to the community; Kite Route Crossing fills this need. Kite Route Crossing will provide 50 units of income-restricted and age-restricted adjacent to Downtown Superior within the boundary of Lot 21, Block 1, Discovery Office Park/Superior Town Center Replat No. 3. Exacerbating the demand for affordable housing, the 2021 Marshall Fire, Colorado's most destructive wildfire in history, destroyed 391 homes in Superior, and collectively, over 1,000 homes in Boulder County. Many households impacted by the fire are still struggling to regain their footing. The opportunity for an income and age-restricted use on Lot 21 will have a measurable and material impact on the housing supply – affordable or otherwise – in the Superior and Boulder County communities. Kite Route Crossing will meet the requirements of the PD and Design Guidelines.

2. Scope of the Project

Kite Route Crossing, also known as **Discovery Office Park FDP No 4,** includes one new building on Lot 21, Discovery Office Park.

Kite Route Crossing will provide 50 high quality affordable homes for seniors aged 55 and older. Utilizing the Low-Income Housing Tax Credit program, the project will restrict units to senior households earning at or below 30%, 50%, 60%, and 70% of the area median income. With a unit mix consisting of 44 one-bedroom and 6 two-bedroom units above a ground level community amenity space and covered parking, Kite Route Crossing is designed with seniors in mind.

Kite Route Crossing will leverage local, state, and federal resources to develop the first affordable housing project in Superior. The capital stack will include federal low-income housing tax credits, state affordable housing tax credits, federal Community Development Block Grants, and fee waivers from the Town of Superior.

The development will be 100% electric powered, in furtherance of the State and local sustainability goals. We anticipate incorporating rooftop solar onto the building, and the community will be built to Enterprise Green Communities standards. Project amenities include on-site property management, a multi-purpose community/recreation room, fitness room, a dog wash, and an outdoor sun deck on the second floor with views of the Flatirons. The lobby will have an open-concept seating area with access to a closed-door conference room for privacy when needed. The units themselves will be spacious and will include full kitchens with E-star appliances, coat closets, walk-in closets, and in-unit washers/dryers. The development is led by Pennrose, LLC (Pennrose), a long-standing and highly experienced affordable housing developer. The property will be managed by Pennrose Management Company (PMC), a high- capacity national property management company with over 13,000 units under management, the majority of which are regulated affordable housing units through LIHTC, HUD or other state/local programs.

Through community engagement, we have received a lot of encouragement and excitement for the development, especially given its focus on seniors. Several organizations, including Boulder County Human Services, Via

Transportation, and Sister Carmen provided letters of support for the development. We did not receive any opposition from the community throughout the PD Amendment process. The project received unanimous support from the Superior Town Council to amend the PD and waive permit fees. The project also received letters of support from Superior Mayor Mark Lacis on behalf of the Town of Superior Town Council, and from State Senator Judy Amabile. We will work to address any concerns that may arise, though we believe that Kite Route Crossing meets the community's need in terms of size and scale: offering affordable housing without disturbing the community's quality of life and appreciation of existing mountain views.

The Town of Superior's recently published Housing Needs Assessment (December 2023) clearly identifies a need for senior housing: "Superior's senior population is rapidly growing. This growth is unlikely to slow as Gen X'ers grow older. Seniors aged 65 year and older experienced the fasted growth since 2011, increasing by 246%." It goes on to recommend that "Superior should consider multiple housing options to meet the changing needs of seniors. These could include services to allow 'aging in place,' single-story homes with universal design, rental properties that are targeted to seniors, allowances for multigenerational living…" Seniors, and especially those on low- and fixed-incomes, are increasingly without options anywhere in Superior. Kite Route Crossing provides a thoughtful, high-quality option for seniors to live in Superior in a location where they can access, within blocks, the amenities and services they need to enjoy full independence and a high quality of life.

3. Overall Architectural Design Inspiration

Nestled at the bottom of a hill and along an active streetfront, the Kite Route Crossing project provides high-quality living with a design that thoughtfully balances urban, natural, and historic inspiration. The project pays homage to its unique namesake—the long-abandoned rail bed, today referred to as Old Rail Way, that once connected the early coal-mining Superior to surrounding communities on an interurban rail network known as the "Kite Route". This historical resonance is skillfully woven into a design that actively activates a walkable urban streetfront while framing stunning mountain views.

The building is sited along Old Rail Way and uses thoughtfully articulated through a dynamic interplay of materials, strategic openings, and varied massing. This approach fosters a vibrant urban experience, aiming for seamless integration with neighboring developments, that includes townhomes and mixed-use apartments, while prioritizing the activation of the streetscape and the pedestrian realm. Distinctive material transitions and carefully considered fenestration clearly delineate the primary building entry and highlight the active common areas, inviting engagement from the street.

Elevated above the ground floor commons areas, a resident roof deck is oriented westward to frame significant mountain views, this premier amenity grounds the project with a distinct "sense of place," allowing residents to fully immerse themselves in the Town of Superior's inspiring natural setting and fostering a connection with the surrounding landscape.

The design employs a rich material palette, carefully curated to balance inspiration from the Town's industrious history with its aspirations for present-day urban vitality. Contrast and texture on the building façade are achieved through a sophisticated composition of masonry, fiber cement, and metal panels. This varied yet rhythmic articulation creates a visual dialogue between the site's industrial past and its contemporary evolution, lending the building a unique character that is both referential and forward-looking.

Ultimately, Kite Route Crossing is conceived as a modern addition harmonizing with the evolving character of the Downtown Superior neighborhood, contributing thoughtfully to its vibrant, pedestrian-oriented Town Center and fostering a strong sense of community and place.

4. Landscape Design

Landscape Areas:

The site landscape includes the following areas:

- Native grass hillside landscape to the south of the building
- Rock mulch and boulder area directly south of the building
- Shrub bed at the northeast corner of the building
- Existing Area #1: Small turf area and shrub bed area adjoining Outlot K (approved and constructed with FDP3 – Phase 2)
- Existing Area #2: Old Rail Way Right-of-Way landscape (owned and maintained by the Town)
- Areas D and E may need to be used for construction staging and operations and will be repaired to match the original landscape plans after construction.

Design Intent:

Per the PDA, the applicant acknowledged the goal of minimizing water use for conservation and hillside stability and the desires of the neighbors to avoid view restrictions that may develop with tall vegetation. It was anticipated that "a future FDP would primarily include a native seed mix with some low elevation, low-water-use plantings near the rear of the building". Since there were no specific landscape requirements with this PDA, the landscape was designed to meet the requirements set forth in the Superior Town Center (STC) Design Guidelines and PDA.

Specifically, plant material will meet the size requirements, inclusive of 2-1/2" caliper canopy trees, 8' height multi-stem/clump ornamental trees, 5-gallon shrubs, 1-gallon perennials, and the use of the Town of Superior's approved non-irrigated native grass mix. The design will seamlessly integrate with the adjacent existing landscape / open space to the east and south. The quantity of material matches that required for naturalized open space (Area A + B) and developed landscape (Area C) within the STC PDA. Below is more detail about each of the landscape areas. Please refer to the irrigation section of this narrative for information about how each new landscape area will be irrigated.

Area A (Native Grass Hillside): All trees south and uphill from the building are ornamental / flowering trees and were strategically placed to not obstruct views from existing homes to the mountains and are spaced according to "firewise" design principles. The trees and shrubs on the hillside are drought tolerant and were placed in a naturalized pattern to provide visual interest and some screening in front of the new building (without blocking views to the mountains). The plant list on Sheet L100 has a column that lists the maximum expected mature height of all plant material. The hillside will be seeded with the Town of Superior's preferred non-irrigated native grass mix to blend with the adjacent properties (grasses will be irrigated for establishment).

Area B (Rock Mulch and Boulders): The area between the building and retaining wall will be "zero-scaped" with two sizes of rock mulch (see mulching notes on Sheet L200) with boulders interspersed to form a river pattern for visual interest for the building residents who look down into the area. The landscape strategy in this area aims to keep moisture away from the building foundation and provide a defensible "firewise" zone between the building and native grasses. The homes uphill will not be able to see this area as it is down below the retaining wall and behind the native grasses, shrubs, and trees. A concrete walk is included for maintenance crews. The east side of this area has a gate / fence to deter the public and residents from entering this zone.

Area C (Shrub bed at the northeast corner of the building): A small area on the east side of the building, just north of the garage entrance is designated as "developed landscape" and is the only foundation planting area. The planting bed will be drip irrigated and will be bordered by a 4-8" smooth cobble band and a landscape boulder at the corner to prevent

cars from driving over the plants. The area also serves a door to one of the building's utility rooms and underground electrical and water services.

Area D (Existing Area #1: Small turf area and shrub bed area adjoining Outlot K): A small, flat turf area with sandstone seat boulders was already installed with the construction of Block 25 and Outlot K. This area is encompassed by a shrub bed border. This area will likely be used for construction staging and then replaced to match the original design after construction is complete.

Area E (Existing Area #2: Old Rail Way Right-of-Way landscape): This existing right-of-way landscape is owned and maintained by the Town. It is anticipated that the entire area will be heavily used during construction and will need to be replaced. The area will be restored to match the previously approved plans. The sidewalk in this area will also be replaced and will slightly extend to touch the building.

Other Amenities

The affordable housing units, steep hillside, and existing easements to the west consume the site. As such, an outdoor amenity deck and other interior amenities for residents are included as part of the building (see architecture for more information). One dog waste bag station exists within the right-of-way adjacent to Old Rail Way, directly in front of the building. The station will either be protected during construction or stored in a secure location and then re-installed after construction. The refilling and maintenance of this station is the responsibility of the Metro District. Dog owners will be responsible for cleaning up after their pets.

Irrigation

Irrigation service will be taken from a new 2" reuse main tap. The water source will be the Town's non-potable water reuse line, located under the existing sidewalk on the south side of Old Rail Way, directly adjacent to the property. A booster pump will be required to serve this property, and it will be located near the transformer (southeast of the building). Irrigation service will be metered, and water will be paid for, owned, and maintained by Penrose.
All visible irrigation equipment will be purple in color to indicate non-potable water, per state requirements (all sprinkler heads, valve boxes, quick coupler valves) and will be connected to a 2-wire controller. A description of each irrigation zone is listed below.

- Zone 1: Native Grass Hillside and Shrubs (Naturalized Planting Area) will be irrigated by stream rotors. Once the native grasses and shrubs within this area are well-established (3 years maximum time anticipated), this irrigation zone will be turned off. All species within this zone are native and drought tolerant and selected due to their ability to thrive and be resilient without supplemental irrigation after establishment. However, this irrigation zone can be turned back on for supplemental irrigation if needed after establishment.
- Zone 2: Trees within the Native Grass Hillside (Naturalized Planting Area) will be irrigated with a low volume deep root bubbler system that will remain on as permanent irrigation.
- Zone 3: Shrubs and Perennials Adjacent to the Building (Developed Landscape) will use a low volume drip irrigation system.

5. Parking

The PD Amendment requires 0.5 spaces per unit for residents plus 0.1 space per unit for visitors. Based on 50 units, a total of 30 spaces are required.

The project will provide 40 total parking spaces. Ten (10) of these spaces will be "compact," meaning that they do not meet the full dimensional requirements of Town code, but will still be functional for smaller vehicles. Compact spaces are

not allowed by code, but the project provides more than the required number of standard spaces. A breakdown of space types, and spaces with Electric Vehicle (EV) considerations is as follows:

PARKING PROVIDED					
LOCATION	STANDARD SPACES	ACCESSIBLE SPACES	ACCESSIBLE AS PERCENT OF TOTAL	COMPACT	**TOTAL**
GARAGE	28	2	5%	10	**40**

EV PARKING SUMMARY						
EV READY SPACES		EV CAPABLE SPACES		EV INSTALLED		
				ACCESSIBLE	STANDARD	% OF TOTAL
JMBER	% OF TOTAL	NUMBER	% OF TOTAL	NUMBER	NUMBER	
8	20%	8	20%	2	2	10%

The Applicant also supports the Towns proposal to place an EV Carshare spot along Old Rail Way adjacent to the project.

6. Snow Removal

Snow removal from the property and the adjacent public sidewalk frontage will be the responsibility of the property owner. The public alley east of the garage entrance has snow removed by the STC metro district. Removal of snow from the garage apron and surrounding pavement, outside the alley, will be the responsibility of the property owner.

7. Bicycle Parking

The PD Amendment requires 0.5 bicycles parking spaces per unit. For the proposed 50 units, 25 spaces are required. The building will have an internal bicycle room located near the west end of the garage. The room will accommodate 26 bicycles.

8. Vehicular Access

Vehicular access to the garage will be via Buttercup Lane, which is a Metro District alley located east of the building opposite Marshall Road.

9. Emergency and Service Vehicle Access:

The building is greater than 30 feet from grade to parapet, therefore it is subject to an Aerial Apparatus route per Fire Code. Old Rail Way functions as the aerial apparatus route and meets the dimensional characteristics of roadway width and minimum/maximum separation from the roadway to the building.

Service vehicles will access the east side of the building near the garage entrance. A temporary loading area is situated near the southeast corner of the building. The trash room is located adjacent to the loading area.

10. Hours of Operation

The leasing office will have normal business hours (8am-5pm).

11. Project Accessibility

Pedestrian Access: Pedestrian access to the project is provided via sidewalks along the street grid, as previously planned or constructed. Accessible pedestrian and bicycle access to the lowest level (the garage) will be provided on the central entrance. All other levels of the building are accessible via an elevator.

12. Exterior Lighting Approach

Exterior lighting of the front (Old Rail Way) side of the building is provided by existing Ashbury street lights, to be supplemented by downcast wall fixtures near the building entrance. Similar wall mounted fixtures will be provided at the garage entrance. All fixtures will be full cut-off to minimize light trespass towards adjacent private property.

13. Utility Infrastructure

Water, sewer, storm drainage, and reuse water mains are present in Old Rail Way and the adjacent public alley to the east.

- Storm Drainage: Roof drains will be connected to the back of an existing Type R inlet on the south side of Old Rail Way. Surface drainage from the rear of the building and the service area east of the building will be collected in inlets and connected to the existing inlet in the Buttercup Lane, east of the building. Drainage is conveyed to Pond 313, which provided detention and water quality for this block. A separate Drainage Conformance memorandum has been prepared for this project.
- Domestic Water: Water service will be taken off the existing 8-inch diameter main in the alley east of the project in Buttercup Lane. This application contains AWWA M22 water calculations for the meter. A 2-inch meter will be required.
- Sanitary Sewer: Sanitary service will be directed to an existing manhole at the intersection of Old Rail Way and Gateway Drive. Wood Partners, who are constructing apartments on Block 8, will be installing a new connection to this manhole for the Block 8 apartments. This project will coordinate with Wood Partners to run an additional stub pipe out of the manhole.
- Sewer Main: The sanitary sewer main in Old Rail Way contains multiple 4-inch diameter service taps which were intended to serve individual residential units on this block. These services are unused. Per the request of Public Works, this project will install an Insituform Liner in the main line along the frontage to effectively abandon the unused taps, without excavating the roadway.
- Reuse Water: An irrigation service will be tapped off the existing 8-inch diameter reuse mail located in Old Rail Way. The tap will be made in the curbline bump out near the northeast corner of the building to avoid making a street cut.
- Dry Utilities: The plans depict the preliminary locations of a transformer. This will be an all-electric building and no gas service is required. Additional routing information for dry utilities will be added to the plan set as it becomes available from Xcel Energy.

14. Mail

The building will have an internal mail room with individual mailboxes for each residential dwelling unit and will be within the accessible reach range according to ANSI A117.1. The mail room will also contain a large package parcel room for oversized deliveries and will be located near the main building entrance.

15. Trash and Recycling

A trash / recycling/ compost room will be located at the ground level of the building on the east side and will retain a collection of bins (quantity based on the number of units and weekly pick-up times). When full, maintenance will transport the full bins from the trash termination room to the trash staging area located at the southwest corner of the parking garage, adjacent to the service area as described above.

16. Signage

Building mounted signage will be part of a separate sign permit. This signage is unknown at the time of this application and is not part of the FDP.

17. Temporary Facilities

Temporary facilities within this FDP will include stormwater management Best Management Practices (e.g. silt fence etc.) and contractor staging areas. Details of these items are beyond the scope of an FDP but will be provided in Construction Plans.

18. Sustainability / Energy Use

The Kite Route Crossing project is committed to integrating sustainability throughout both the design and construction phases. A comprehensive set of strategies will be employed to minimize the building's carbon footprint and promote environmental stewardship:

- Green Certifications: The project will pursue certifications under Enterprise Green Communities and ENERGY STAR Multifamily New Construction standards.
- Energy Modeling: Whole-building energy modeling will be utilized to ensure compliance with applicable codes and to determine the most energy-efficient design for the building.
- All-Electric Systems: The building will feature all-electric mechanical systems, including cold climate air-source heat pumps and electric resistance water heaters.
- Indoor Air Quality: Balanced ventilation systems will be implemented to enhance indoor air quality for occupants.
- High-Performance Building Envelope: The design will incorporate an envelope compliant with the 2021 International Energy Conservation Code (IECC).
- Efficient Lighting and Appliances: ENERGY STAR-rated appliances and LED lighting will be installed throughout the building to reduce energy consumption.
- Water Efficiency: Water usage will be minimized through the use of low-flow plumbing fixtures and native or adaptive, drought-tolerant landscaping. An efficient irrigation system, compliant with Enterprise Green Communities guidelines, will support sustainable water management.
- Targeted Turf Grass Use: Irrigated turf grass will be limited to areas that provide recreational value to the community or serve as integral components of vegetated or structural stormwater management systems.
- Resilient Landscaping: The site's landscaping strategy will emphasize passive design features that enhance stormwater management and increase overall climate resilience.

The project will be designed in accordance with the Town of Superior Municipal Code, the 2021 IECC (including local amendments), and the 2018 suite of ICC building codes adopted by the Town.

19. Conformance with PD Amendment

- *Maximum Building Elevation Allowed 5540.5'*
- *22.5% at Elevation 5550.2' – allowed for 22.5% of the footprint for entry elements, stair towers, mechanical screens, and other building appurtenances.*
- Provided Building Elevations per sheet A1.1:
- Building Elevation 5540.7'
- 11% under 5550.2 - Building appurtenances including stair tower and mechanical screens

Building features a code required stair element that exceeds the allowable building height by up to 6.6 feet. This element is approximately 200 sf, which represents 0.9% of the building footprint. When approaching the site, this element acts as wayfinding for the public to identify the primary building entry. In addition, at the rooftop, mechanical equipment exceeds the allowable building height by up to 4.0 feet. This area is approximately 2100 sf, which represents 11% of the building footprint.

Provided Setbacks

Setbacks depicted on the plans are measured from the closest building element to the property line, in accordance with the definition contained in the Town code. In some cases, the closest building element is the upper level.

Front: To create variation along the façade, the applicant requests allowing zero setback to the ROW for door swings and architectural interest features, elements, awnings, canopies, and projections along with the following building form setbacks-

- *25% of frontage will be at 3'-5'*
- *75% setback between 0-3'*

Provided Setbacks:

- 359'-1 ½" (100%) = Total façade length along Primary Street
- 168' (47%) = Façade length setback 3'-5'
- 190.9' (53%) = Facade length setback 0'-3'

The applicant requested an exception from the PD for less than 70% of the building frontage in the 0'-3' range. The architectural design of the building incorporates articulation and other elements to interface with the street and meet the overall intent of the PD.

West Side: A exterior open-air access stairway is proposed on the west side of the building. This stairway is within 7.1 feet from the west property line. An exception is requested for the stair setback.

20. Conformance with Design Guidelines

The following sections reference section numbers from the Superior Town Center Design Guidelines Supplement, as well as italicized excerpts from that text followed by responses specific to this project. Some information may be duplicative with that already stated above, in an effort to organize responses directly to sections from the Design Guidelines.

DIMENSIONAL STANDARDS

See item 22

4.2 BLOCKS, PARCELS, AND STREET SYSTEM

4.2 C – Parcels: Kite Route Crossing will be completed on blocks which have already been established by the street grid, in accordance with the PD.

4.2D - Building Entrance Orientation:

The main entry for Kite Route Crossing faces the Old Rail Way street front. The main entry is emphasized by a change in materiality, a faux wood soffit with protruding awnings above the doors and by adjacency to a stair core that serves as a vertical massing element.

4.2 E – Streetscape Concepts

The streetscape design is in accordance with the PD and previously approved FDP applications.

4.3 PEDESTRIAN AND BYCYCLE ACCESS, CIRCULATION AND CONNECTIONS

Pedestrian and Bicycle Access will be provided from the adjacent Old Rail Way sidewalks.

4.4 ON-SITE AMENITIES, HARDSCAPE, AND SITE FURNISHINGS

Kite Route Crossing will provide an exterior rooftop amenity deck for residents.

Building A-See earlier narrative sections

4.5 PARKING

Off-street resident and guest parking will be provided with an enclosed parking garage as allowed per the PD Amendment. The garage will be screened from exterior view by incorporating in the design of the building form and massing.

Secure bicycle parking shall be provided inside the building with direct access from the Bike Room to the sidewalk on Old Rail Way.

6.3 B. Common Façade Elements

Except from Design Guidelines: *Traditional façade elements will be considered in the Town Center buildings. In many cases, entire block faces will be designed and built simultaneously, providing the opportunity to tie commercial façades together with common elements. Repetition of pattern and detail and use of "traditional" façade elements will be used to create visual alignments and aesthetic continuity that will contribute to the overall character of the Town Center. Within this framework, latitude should be afforded to allow these elements to be interpreted in unique (site and program specific) ways. Elements and strategies to encourage overall compatibility between buildings and allow for individual expression include: a) Grounding Base: Stone or masonry stallboard as the base expression along storefronts b) Ground Floor Porosity along public "edges" and pedestrian level commercial bay windows, c) Crafted Details: (awnings, trellis and/or canopies at entrances and special features), d) Intuitive Front Doors: (articulated and/ or recessed store entrances), e) Horizontal Control Lines: 1. Transom and/or sign band aligned with adjacent buildings, 2. Parapet cap or cornices creating a separation between the first floor commercial level and the upper levels (no more than 50% of retail façade length to be podium condition) 3. Parapet cap or cornice at top floor (depending on site and program), g) Appropriate Fenestration: Window proportions, patterns and details based on use, location, and solar control, h) Middle Floor(s) Variety: A range of projecting and recessed balconies, sunshades, canopies will be provided to animate upper floors, j) Articulation of Top Floor: Stepped back massing with allowable rooftop terraces, and k) Varied Skyline: Sloped roofs will be encouraged. (See Section 6.3, A.)*

Response: The project design draws inspiration from traditional design elements and weaves them into a contemporary project. The traditional elements that are present in the design include: A Grounding Base using board formed concrete base, horizontal control lines, parapet caps, fenestration propositions, and an intuitive front door defined through materials and detailing.

C. Architectural Features

Except from Design Guidelines: *The alignment and compatibility of architectural features and established patterns with neighboring buildings will be considered. The alignment of architectural features from one building to another creates visual continuity, establishes a coherent visual context throughout the Town Center "and" allows individual blocks to be implemented over time within an accepted and controlled (aesthetics, proportions, massing) framework. While a diverse variety of building forms and expressions are anticipated, building façades will be designed to reinforce proportional and qualitative patterns and unite the Town Center's visual character and consistency.*

Response: Kite Route Crossing uses articulation, repetition and massing to breakup a long street façade and to contribute to a coherent visual context along Old Rail Way.

D. Façade Patterns and Proportions

A consistent rhythm of façade widths, scale and expression will be maintained through the use of materials, patterns, reveals, building setbacks and colors. Commercial facades will be modulated using bay widths of approximately 25' – 30'. Any single building façade should not exceed a maximum of 90 linear feet (equivalent to three traditional retail spaces.

Response: By using a consistent module based on apartment size, Kite Route Crossing strategically uses building setbacks and variation in materials to create a consistent rhythm on the building façade. There are a variety of materials being used in the façade of each building as well as a variety of sizes in glazing. There is no portion of the façade that does not have either a change in material or change in window size that spans more than 90'.

E. Building Articulation

Except from Design Guidelines: *All buildings will be articulated on all sides fronting on a public road, square or pedestrian way with special consideration and review to materials, entrances, fenestration patterns, craftsmanship and detailing.*

Response: All building facades have been designed and articulated specifically to provide visual interest and variety to the public, especially at the ground floor. This has been accomplished with the use of variation in fenestration patterns, benches, and an entry canopy, along with a curated selection of materials.

6.2 BUILDING HEIGHT, MASSING AND SCALE

Except from Design Guidelines: *A. Buildings that appear similar in mass and scale help to maintain a coherent visual image of the desired "main street" character. Within this context, it is also important to promote a variety of building heights and articulations to create dynamic visual interest and variety. Building massing shall be recessed above the third floor to establish a predominately lower scale and massing impression. See Figure H Building Mass Diagram.*

Response: Kite Route Crossing is three stories and utilizes setbacks to allow for variation and a coherent visual image from every angle

Except from Design Guidelines: *C. Establish a tactile, richly layered, and diverse physical character rather than a monolithic or monumental scale. The Town Center will provide a rich tapestry of façade elements properly detailed that will establish a sense of scale for the pedestrian and create visual patterns that link buildings within a block. Special*

consideration to materials sizes, proportions and finishes, uniform building components and standard window sizes are recommended at ground floors adjacent to pedestrian areas.

Response: Kite Route Crossing incorporates a variety of materials on the façade and specifically at the pedestrian level to support the vision for the Town Center. Materials have been implemented to make crease an approachable pedestrian scale.

6.3 EXTERIOR EXPRESSION OF FLOORS (BASE / MIDDLE / TOP)

Excerpt from Design Guidelines: *A. Visual interest in the building forms will be maintained by stepping back upper floors from the façade and varying the building massing. Within the Core, fourth (4th) floor facades should be set back a minimum of 10 feet from the façade below. Roof decks will be encouraged within the setback area. Tower elements and other forms, such as dormers, bays and unique feature elements may extend forward to the front façade to add interest.*

Response: This text does not apply to Kite Route Crossing (being only three stories each).

Except from Design Guidelines: *B. Special consideration should be given to maintain a standard floor-to-floor height within the Town Center. Generally, the floor-to-floor height from the ground level to 2nd floor (where ground floor commercial uses are proposed) should be approximately 14-18 feet. In some cases, structured parking may be provided (internal to blocks). Structured parking heights will be kept to a minimum (approximately 10 feet floor-to- floor) and may or may not provide direct access to upper floors, depending on proposed use. Floors 2 and 3 floor-to-floor heights at the upper floors (residential or office) should be approximately 10-11 feet with 4th or 5th floor height as allowable within the maximum height as defined in Figure H Building Mass Diagram.*

Response: The PD Amendment reduced the allowed floor-to-floor height to minimize the project's impact on views of neighbors.

Except from Design Guidelines: *C. The distinction between upper and lower floors will be maintained by developing the first floor façade as predominantly transparent. The use of windows and other architectural features will be encouraged to create patterns that reinforce traditional town center rhythms, scales and proportions. Where above grade structured parking is contemplated, the exposed parking level façade should be designed to screen the cars from views at the Plaza level and from adjacent buildings at all levels. The upper-level structured parking facade will take advantage of natural ventilation, when possible, provided aesthetic vehicular screening is incorporated.*

Response: The main entry and common area spaces are defined through use of primarily transparent facades along Canary Lande.

At the enclosed parking, fenestrated walls with intake air grills shield the view of cars from pedestrians and building users while using detailing at a human scale to make the building frontage approachable.

6.4 ROOFTOPS AND ROOF FORMS

Except from Design Guidelines: *A. The design and articulation of the roof form and other related elements such as roof material, color, trim and lighting should be an integral part of the architecture of the building and an essential "place making" feature of this project. In many instances, visitors approach this project from higher elevations when traveling west bound along Highway 36 and north bound along McCaslin Boulevard. In these instances, the project's "first impression" will be of the roof form, material, and articulation.*

Response: Setbacks and variation in parapet height create an articulated design using high-quality materials that are visually appealing.

Except from Design Guidelines: *B. While a variety of roof forms is encouraged (sloped roofs such as shed, hip roofs and gable ends and curved and or barrel-vaulted roofs are encouraged) continuity in materials, colors, patterns and textures should be considered within the core and adjacent blocks. Roof forms appropriate to the Colorado climate are encouraged (sloping forms, articulation of roof structure, deep overhangs, and snow management).*

Response: The primary roof form throughout the project is flat with variation in height to create visual interest.

With both the Colorado climate and building function being taken into consideration, this is the required choice for design and practical reasons. Due to the strict height constraints, the flat roof allows for minimized building height so the building massing does not impede views of neighboring townhomes as required by the PD Amendment. For reference, the lowest walk out basement on Canary Lane located on the hill (above Kite Route Crossing) is situated at approximately elevation 5540.8 feet, and the maximum building height allowed per the PD Amendment is 5540.2 feet so the primary parapet on Lot 21 will be below the basement elevation.

Except from Design Guidelines: *D. Parapet walls and other roof forms will be designed to screen rooftop mechanical equipment from view of adjacent upper floor buildings. Where possible, low profile mechanical units will be used on rooftops.*

Response: Rooftop equipment will be centered on the roof locating the equipment further away from view.

Except from Design Guidelines: *E. Skylights and solar panels will follow the slope of the roof they sit upon, have low profiles, and not be visible from public rights of way. Out of roof plane sloping solar panels will not be allowed.*

Response: Any future solar panels would comply with the projects height restriction and follow the slope of the roof.

The roof structure has been engineered to be solar-ready in accordance with Town of Superior document 2021 IECC Amendments Fact Sheet.

Except from Design Guidelines: *F. "Green" planted flat roofs/terraces shall comprise a minimum of 10% of flat roof / terrace areas for residential structures. Green roofs are encouraged in other areas, where feasible.*

Response:. Per the PD Amendment, this comment does not apply.

6.5 EXTERIOR BUILDING MATERIALS

Except from Design Guidelines: *A. The scale, texture and pattern of exterior building materials will be considered by incorporating building components appropriately scaled to the building use and with the objective of establishing a human scale. Contrasting building materials can also help to achieve a sense of craft and human scale.*

Response: A variety of materials are used throughout the project to add interest to the pedestrian experience (see material board). Building elements that will increase pedestrian interest and establish human scale include ground floor entries and a rooftop terrace.

Brick:

Dark brick is primarily used at building setbacks to create a rhythm in the façade massing along with being used to define ground floor common areas. Dark brick in a running bond pattern with soldier and rowlock coursing that will bring further articulation to the brick pattern and texture as well as address human scale of the building.

Fiber Cement Siding:

Cementitious siding will be painted a white color with 4” and 12” lap siding thicknesses used to define the base and upper stories. The light color will contrast with the dark material.

Metal Panel:

Metal panels will be used in a dark color to contrast accents of vibrance and define the active roof deck. It will be used in the form of accent cladding.

Composite Siding:

Composite siding with a natural wood appearance will be used to provide accents at the pedestrian scale at the building entry, roof deck, roof trellis, and at Juliet balconies.

Except from Design Guidelines: *B. High-quality, durable materials will be used that are appropriate for the region and reflect the character of the natural environment surrounding the Town of Superior.*

Response: A variety of high-quality materials are used throughout the project that are found on buildings throughout Superior and the Boulder region. Primary materials include brick, fiber cement panels, concrete, and composite siding. Materials have been chosen to reflect the neighborhood context. Durability is taken into consideration for selection of all materials in the context of Colorado’s climate and regional fire risk.

Except from Design Guidelines: *C. Natural, high-quality materials such as sandstone (or other stone) and brick will be used. Other acceptable materials may include stained or painted wood/trim, stucco (limited to upper floors), precast concrete, cast stone, architectural metals and metal panel systems and glass. Intense, shiny reflective surfaces are to be avoided.*

Response: The predominant materials in the project are brick, fiber cement, and concrete. Composite siding and metal will also add variety to the material palate and complement the primary materials.

Except from Design Guidelines: *D. Weathering materials are allowable. Buildings are encouraged to age, provided they are constructed of a natural, durable and climate appropriate palette.*

Response: The primary materials are brick, fiber cement, and concrete. They will weather over time as they are exposed to outdoor elements but will likely remain consistent throughout the life of the building

Except from Design Guidelines: *E. Windows should be of low-E glazing (where appropriate), tinted to be complimentary to the building and optimized to orientation. Mirror and opaque glass are prohibited.*

Response: Windows will be designed to meet requirements of Enterprise Green Communities (EGC) certification and will complement the façade and building orientation. No mirrored or opaque glass is proposed.

Except from Design Guidelines: *F. Color and texture should be compatible with the surrounding region and reflect the warmth and feel of natural earth tones and local palette. Colors comprise a minimum of 10% of flat roof / terrace will be limited to a cohesive, complimentary palette of low reflective, rich natural or earth tone colors. See Architectural Color Palette, Appendix C for allowed colors/values.*

Response: The materials were chosen based on them being compatible with the surrounding regions and the context of Town Center.

Except from Design Guidelines: *G. Sloped roofs should be covered with approved seamed metal, or commercial grade composition, slate, tile cement roof materials in a warm color range to create a consistent Town Center roofscape and identity. (See Appendix C for details).*

Response: Only flat roof forms are used on the project.

6.6 RELATION OF BUILDING EXTERIORS TO PEDESTRIANS

Except from Design Guidelines: *A. Pedestrian interest will be established at the street/sidewalk level. The first floor level will include architectural elements such as display windows facing the sidewalk, outdoor dining areas, display cases, arcade signs, projecting blade signs, light sconces, awnings, canopies, etc. integrated within the building character and design.*

Response: Building elements to increase pedestrian interest at the ground level include: variation in materials and setbacks, an entry canopy, ground floor fenestration, bench seating, and pedestrian scaled details. In addition, that, there will be a variety of high-quality materials at the ground floor including concrete, brick, and siding.

Except from Design Guidelines: *B. The line of building façades and storefronts at the sidewalk edge will be maintained. Buildings or other design features that are built up to the sidewalk will maintain a line of visual continuity and provide visual interest for pedestrians. Where a portion of a building façade is set back from the sidewalk (such as at store or restaurant entries or outdoor dining areas), the sidewalk edge should be visually maintained through the use of columns that support the upper floors or by utilizing other features such as a change in the pavement pattern, planters, or railings. Patio dining and upper floor terrace dining is encouraged along public frontages.*

Response: The façade establishes a repetitive rhythm using setbacks adjacent to a consistent sidewalk edge. Benches are strategically used at the building setbacks to maintain sidewalk continuity and interest.

Except from Design Guidelines: *C. The highest quality materials should be utilized at the first floor to provide pedestrians with a rich palette of color and texture. In addition, awnings, arcades, canopies, and trellis are encouraged as they create pedestrian interest and provide shade and rain protection to the pedestrian.*

Response: The primary materials used at the ground floor are brick and glazing with fiber cement selectively used on a 42” concrete base

6.7 BUILDING ENTRANCES

Except from Design Guidelines: *A. Primary building entries must be directly accessible from a street or paseo and shall be either oriented to or easily visible from the street (public way).*

Response: The primary building entry is visible from the street and the user is led to the entry off the main sidewalk. The entry is emphasized a change in materiality, a faux wood soffit with protruding awnings above the doors and by adjacency to a stair core that serves as a vertical massing element.

Except from Design Guidelines: *B. Store and restaurant entries should be clearly delineated and recessed from the building façade.*

Responses: There are no commercial uses in the building.

Except from Design Guidelines: *C. Building entries should be emphasized with architectural features such as substantial columns, canopies or awnings that relate to the overall design of the building.*

Response: Entry is emphasized with a canopy/awning.

Except from Design Guidelines*: D. Ground floor corner building entrances are encouraged to animate the street life, provide distinctive architectural feature elements, and break down the building massing.*

Response: Not applicable

6.8 UPPER FLOOR RESIDENTIAL AND OFFICE USES

Except from Design Guidelines: *A. Terraces and balconies are encouraged on the upper levels of buildings and shall be designed as an integral part of the building architecture.*

Response: An upper level amenity deck, subtracted from the building form consistent with the Design Guidelines is an integral component of the architectural massing at the west end of the building.

Except from Design Guidelines: *B. Terraces and balconies may be recessed into vertical and horizontal shifts and building massing wherever possible to avoid building faces that are dominated by cantilevered balcony projections. Building corners, side yards and rear yards may include projecting balconies. Projecting balconies along Town Square frontages may be allowed for up to 50% of proposed balconies.*

Response: See previous response.

Except from Design Guidelines: *C. The architecture of the building's upper floors and termination should complete the building form within an overall design concept for the base, middle and top that works in concert with the architectural scaling requirements.*

Response: The composition of building massing includes the amenity deck and helps define resident common areas.

6.9 TOWN SQUARE, OPEN SPACES AND OUTDOOR DINING

Except from Design Guidelines: *Although the specific designs of the square, pedestrian ways and other common areas will be completed with the development of the individual projects; there are several design issues important to maintain the continuity of the overall Town Center. These open spaces will provide opportunities for public congregation, recreation, interpretive cultural displays, and outdoor commercial activities.*

A. The quality, character and functionality of the public spaces are critical to the success of the Town Center. Provided in a variety of scales and uses, public spaces should create comfortable, safe, accessible, and appropriately located public spaces to provide opportunities for persons of all ages. These spaces will be oriented, whenever possible, to the sun and to both external and internal views. A sense of enclosure will be created while maintaining safety so that open spaces feel like outdoor rooms and are comfortable for a substantial part of the year. Seating should be useable year-round as well.

Response: Exterior benches providing public seating along the sidewalk and contribute to the street character.

Except from Design Guidelines: *B. Outdoor dining areas will be located on or adjacent to open spaces and pedestrian routes such sidewalks and facing the Town Square.*

Responses: No applicable

6.10 SERVICE, TRASH AND LOADING AREAS

Except from Design Guidelines: *A. Service, delivery, and storage areas can be visually obtrusive if not addressed. The visual impact of service and delivery areas should be minimized, especially views of such areas from public ways and along designated view corridors. Careful design of screening and placement of these facilities must be planned. See Section 4.6, Landscape and Streetscape for additional details.*

Response: All service and utility locations are placed away from primary street, accessed from the alley, and are successfully concealed from public view.

Except from Design Guidelines: *B. Loading docks and service areas will be located away from any public street and in areas of low visibility such as the rear of buildings. Consider incorporating service and loading areas within the building or structured parking areas.*

Response: A loading space is located on the east side of the building and is partially visible from Canary Lane. However, it is set back from the street, requiring alley access which reduces its exposure to public view.

Except from Design Guidelines: *C. Loading and service areas will be combined between multiple sites when feasible and screen from public view with fencing, walls and/or landscaping as appropriate.*

Response: The loading and service area is combined and access off the alley.

Except from Design Guidelines: *D. Service entrances will be clearly identified with signs.*

Response: Service entrances will be clearly identified with signs. Signage design TBD.

Except from Design Guidelines: *E. Trash/Recycle/Compactor Storage Areas*

i. Trash dumpsters and compactors will be located near building service entrances, easily accessible by trucks and away from predominantly public areas.

Response: Trash and recycling servicing areas are placed away from main building entrances, near service areas where trucks have service access.

ii. Concrete pad, minimally 8 feet wide, will be provided for truck access to dumpster locations.

Response: Pads are provided in appropriate locations.

iii. Cluster trash dumpsters in areas to be shared by multiple buildings and users where feasible.

Response: Not applicable.

iv. All trash and recycling dumpsters, recycling containers and trash compactors will be enclosed with walls that complement the building facade.

Response: The building has an enclosed trash room. The enclosure will complement the façade.

v. Trash enclosures should be solid on all sides to a minimum height of 1' above any containers to be held within the enclosure. Gates should be solid and built to withstand heavy use. When possible, integrate into the building form.

Responses: The trash room is enclosed in the building and not visible from the exterior.

EASEMENT VACATION

This application is accompanied by a request to vacate a utility easement

Easement Vacation Request

a. Vacate a utility easement in Lot 21. This easement was created as part of and earlier plat and FDP application to accommodate utilities which were never installed. This easement is adjacent to other

utility easements on STC Block 8. All required utility services to Downtown Superior are already installed, and there is no reason for the easement on Lot 21 to exist. There are no utilities in the easement, and the easement significantly impacts the footprint of the building.

LOT 21 BLOCK 1 DISCOVERY OFFICE PARK

FINAL DEVELOPMENT PLAN NO. 4

SUPERIOR, COLORADO

LOT 21, BLOCK 1, DISCOVERY OFFICE PARK/ SUPERIOR TOWN CENTER REPLAT NO. 3

SITUATED IN THE WEST $\frac{1}{2}$ OF SECTION 19, T1S, R69W OF THE 6TH P.M.

LEGAL DESCRIPTION

LOT 21, BLOCK 1, DISCOVERY OFFICE PARK/SUPERIOR TOWN CENTER REPLAT NO.3, RECORDED APRIL 12, 2018 UNDER RECEPTION NO. 03650274, COUNTY OF BOULDER STATE OF COLORADO.

CONTAINS 1.784 ACRES

BASIS OF BEARING: ASSUMING THE NORTH LINE OF LOT 21, BLOC 1, DISCOVERY OFFICE PARK/SUPERIOR TOWN CENTER REPLAT NO. 3, AS BEARING NORTH 74°56'24"E AS MONUMENTED AS SHOWN ON THE PLAT, BEING A GRID BEARING OF THE COLORADO STATE PLAN COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/2011, A DISTANCE OF 421.03 FEET WITH ALL OTHER BERAING CONTAINED HEREIN RELATIVE THERETO.

THE LINEAR DIMENSIONS ARE CONTAINED HEREIN ARE BASED UPON THE "US SURVEY FOOT".

BENCHMARK: UDFCD DISK ON SOUTHEAST CORNER OF MCCASLIN BRIDGE OVER COAL CREEK, ELEVATION 5489.55 NAVD88 DATUM.

TOWN COUNCIL CERTIFICATE

APPROVED BY THE TOWN COUNCIL OF THE TOWN OF SUPERIOR, STATE OF COLORADO.

WITNESS MY HAND THE CORPORATE SEAL OF THE TOWN OF SUPERIOR DAY OF _____, 20_____.

ATTEST: _____ _____
TOWN CLERK MAYOR

PLANNING COMMISSION CERTIFICATE

RECOMMENDED APPROVAL THIS _____ DAY OF _____, 20_____, BY THE TOWN OF SUPERIOR PLANNING COMMISSION, RESOLUTION NO. PC _____ SERIES 20 _____.

TOWN CLERK CERTIFICATE

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS APPROVED BY THE BOARD OF TRUSTEES BY {RESOLUTION/ ORDINANCE} NO. _____, SERIES 20 ____, ON THIS _____ DAY OF _____, 20_____, AND WAS FILED IN MY OFFICE ON THE _____ DAY OF _____, 20 _____, AT _____O'CLOCK _____M.

_____
TOWN CLERK

CERTIFICATE OF OWNERSHIP:

I CERTIFY THAT I,_____, AM AN OWNER REPRESENTATIVE OF THE

PROPERTY AND CONSENT TO THIS PLAN.

IN WITNESS WHEREOF I HEREUNTO SET MY HAND THIS ___ DAY OF _____, 20___.

_____

AWEIDA PROPERTIES, INC.

STATE OF COLORADO)

) SS.

COUNTY OF BOULDER)

THE FOREGOING CERTIFICATE OF OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY

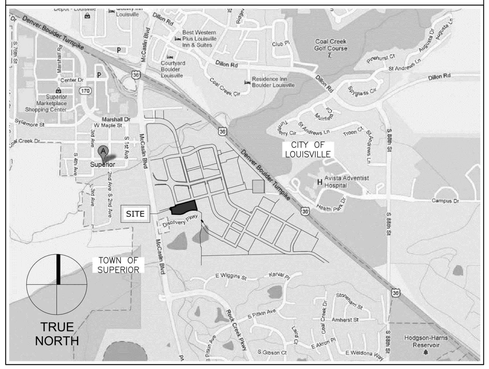
OF _____, 20__, BY _____.

MY COMMISSION EXPIRES:_____

_____ _____

NOTARY PUBLIC

VICINITY MAP



SHEET	SHEET NUMBER	SHEET TITLE
1 OF 19	CS1.0	COVER SHEET
2 OF 19	CS1.1	SITE DATA TABLES
3 OF 19	C1.0	CONTEXT PLAN
4 OF 19	C2.0	SITE PLAN
5 OF 19	C3.0	DRAINAGE PLAN
6 OF 19	C4.0	UTILITY PLAN
7 OF 19	C5.0	RETAINING WALL PLAN & PROFILE
8 OF 19	L100	LANDSCAPE PLAN
9 OF 19	L200	LANDSCAPE DETAILS
10 OF 19	A1.1	ELEVATIONS
11 OF 19	A2.1	EXTERIOR FINISH SCHEDULE
12 OF 19	A3.1	EXTERIOR PERSPECTIVE
13 OF 19	E1.0	SITE PHOTOMETRICS PLAN
14 OF 19	E1.1	LIGHTING CUT SHEETS
15 OF 19	IR1.1	IRRIGATION PLAN
16 OF 19	IR1.2	IRRIGATION NOTES & SCHEDULE
17 OF 19	IR1.3	IRRIGATION DETAILS
18 OF 19	IR1.4	IRRIGATION DETAILS
19 OF 19	IR1.5	IRRIGATION DETAILS

PROPERTY OWNER

AWEIDA PROPERTIES INC.
500 DISCOVERY PARKWAY
SUITE 300
SUPERIOR, CO 80027
DAN AWEIDA
303-664-9520

DEVELOPER

PENNROSE, LLC
1800 WAZEE STREET
SUITE 353
DENVER, CO 80202
SHANNON COX BAKER
720-307-8151

CIVIL ENGINEER

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

ARCHITECT

SAR+
1550 WYNKOOP STREET
SUITE 100
DENVER, CO 80202
SEAN JURSNICK, AIA
303-634-8660

SURVEYOR

KING SURVEYING
PAUL GROVES
650 E. GARDEN DRIVE
WINDSOR, CO 80550
paulg@kingsurveying.com

SUSTAINABILITY / ENERGY USE

THE KITE ROUTE CROSSING PROJECT IS COMMITTED TO INTEGRATING SUSTAINABILITY THROUGHOUT BOTH THE DESIGN AND CONSTRUCTION PHASES. A COMPREHENSIVE SET OF STRATEGIES WILL BE EMPLOYED TO MINIMIZE THE BUILDING'S CARBON FOOTPRINT AND PROMOTE ENVIRONMENTAL STEWARDSHIP:

- GREEN CERTIFICATIONS: THE PROJECT WILL PURSUE CERTIFICATIONS UNDER ENTERPRISE GREEN COMMUNITIES AND ENERGY STAR MULTIFAMILY NEW CONSTRUCTION STANDARDS.
- ENERGY MODELING: WHOLE-BUILDING ENERGY MODELING WILL BE UTILIZED TO ENSURE COMPLIANCE WITH APPLICABLE CODES AND TO DETERMINE THE MOST ENERGY-EFFICIENT DESIGN FOR THE BUILDING.
- ALL-ELECTRIC SYSTEMS: THE BUILDING WILL FEATURE ALL-ELECTRIC MECHANICAL SYSTEMS, INCLUDING COLD CLIMATE AIR-SOURCE HEAT PUMPS AND ELECTRIC RESISTANCE WATER HEATERS.
- INDOOR AIR QUALITY: BALANCED VENTILATION SYSTEMS WILL BE IMPLEMENTED TO ENHANCE INDOOR AIR QUALITY FOR OCCUPANTS.
- HIGH-PERFORMANCE BUILDING ENVELOPE: THE DESIGN WILL INCORPORATE AN ENVELOPE COMPLIANT WITH THE 2021 INTERNATIONAL ENERGY CONSERVATION CODE (IECC).
- EFFICIENT LIGHTING AND APPLIANCES: ENERGY STAR-RATED APPLIANCES AND LED LIGHTING WILL BE INSTALLED THROUGHOUT THE BUILDING TO REDUCE ENERGY CONSUMPTION.
- WATER EFFICIENCY: WATER USAGE WILL BE MINIMIZED THROUGH THE USE OF LOW-FLOW PLUMBING FIXTURES AND NATIVE OR ADAPTIVE, DROUGHT-TOLERANT LANDSCAPING. AN EFFICIENT IRRIGATION SYSTEM, COMPLIANT WITH ENTERPRISE GREEN COMMUNITIES GUIDELINES, WILL SUPPORT SUSTAINABLE WATER MANAGEMENT.
- TARGETED TURF GRASS USE: IRRIGATED TURF GRASS WILL BE LIMITED TO AREAS THAT PROVIDE RECREATIONAL VALUE TO THE COMMUNITY OR SERVE AS INTEGRAL COMPONENTS OF VEGETATED OR STRUCTURAL STORMWATER MANAGEMENT SYSTEMS.
- RESILIENT LANDSCAPING: THE SITE'S LANDSCAPING STRATEGY WILL EMPHASIZE PASSIVE DESIGN FEATURES THAT ENHANCE STORMWATER MANAGEMENT AND INCREASE OVERALL CLIMATE RESILIENCE.

TRASH/RECYCLING/COMPOST

BUILDING MANAGEMENT WILL PROVIDE TRASH AND RECYCLING SERVICE THAT IS ACCESSED INTERNALLY VIA A TRASH ROOM WITH A TRASH CHUTE. DUMPSTERS WILL BE PICKED UP VIA SCHEDULED SERVICE VIA THE ALLEY.

CIVIL RESOURCES

8308 COLORADO BLVD
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FIRESTONE, CO 80530
303.833.1416
WWW.CIVILRESOURCES.COM

PENNROSE
Bricks & Mortar | Heart & Soul

1800 WAZEE STREET
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720.307.8151

LOT 21 BLOCK 1 DISCOVERY OFFICE PARK
FINAL DEVELOPMENT PLAN NO. 4
SUPERIOR, COLORADO

REVISIONS

NO.	DESCRIPTION	DATE
1	TOWN COMMENTS	07/31/25

Vested Rights:
This Plan constitutes a Site Specific Development Plan as defined in Section 24-68-101, et, seq., C.R.S., and Chapter 16 of the Superior Municipal Code. The terms and conditions of such plan approval are contained in Resolution No._____ adopted by the Town Council on _____ and available at the , available at the Superior Town Hall, 124 East Coal Creek Drive, Superior, Colorado.

DESIGNED BY: JAB DATE: 5/22/2025
DRAWN BY: CLH SCALE:NONE
CHECKED BY: JAB
JOB NO.: 365.001
DWG NAME: DOPLot21FDP_CVR.dwg

COVER SHEET

SHEET: CS1.0

J:\Pennrose - 365\365.001 Superior\Drawings\Sheets\FDP4\DOPLot21FDP_CVR.dwg

EXCERPT FROM DISCOVERY OFFICE PARK PD AMENDMENT NO. 2

SCHEDULE OF USES

PERMITTED USES:

- ATTACHED RESIDENTIAL - SENIOR AFFORDABLE*
- ACCESSORY USES INCLUDING PARKING, LEASING OFFICE, AND RESIDENT AMENITIES

NO OTHER USES WILL BE PERMITTED WITHOUT THE APPROVAL OF THE TOWN OF SUPERIOR. ANY OTHER USES AND/OR DEVELOPMENT STANDARDS NOT SPECIFICALLY ADDRESSED BY THIS PLANNED DEVELOPMENT SHALL BE DETERMINED BY THE MOST CURRENT PROVISIONS OF THE TOWN OF SUPERIOR LAND USE CODE.

*"SENIOR" SHALL MEAN FOR PERSONS 55 YEARS OF AGE AND OLDER. AFFORDABLE SHALL BE CONSISTENT WITH THE SUPERIOR MUNICIPAL CODE DEFINITION OF AFFORDABLE HOUSING DEVELOPMENT AS STATED IN SECTION 16-38-20.

SCHEDULE OF REQUIREMENTS PER APPROVED PD

MAXIMUM BUILDING ELEVATION: ELEVATION 5540.5' NAVD 88
ELEVATION 5550.2' NAVD 88 (ENTRY ELEMENTS, TOWERS, MECHANICAL SCREENS - LIMITED TO 22.5% OF THE FOOTPRINT)
THESE ELEVATIONS SUPERCEDE BUILDING "HEIGHT" MEASUREMENTS FROM AVERAGE GRADE AS OUTLINED IN TOWN CODE

MAXIMUM NUMBER OF STORIES: 3 ABOVE STREET LEVEL

MAXIMUM FLOOR AREA RATIO: 1.5

BUILDING SETBACKS:

FRONT (OLD RAIL WAY): 70-80% OF BUILDING SETBACK 0'-3'; 20-30% OF BUILDING SETBACK 3'-5'
SIDE: 10 FEET MINIMUM
REAR: 75 FEET MAXIMUM FROM OLD RAIL WAY

OFF-STREET PARKING REQUIRED:

RESIDENTIAL - AFFORDABLE: 0.5 SPACES PER UNIT, 0.1 VISITOR SPACE PER UNIT

OPEN SPACE: 30% MINIMUM

DESIGN ELEMENTS

DEVELOPMENT AND ARCHITECTURE SHALL CONFORM TO APPLICABLE PROVISIONS OF THE SUPERIOR TOWN CENTER DESIGN GUIDELINES FOR PLANNING AREA 2, WITH THE FOLLOWING EXCEPTIONS:

- 6.3B: FLOOR TO FLOOR HEIGHT OF GROUND LEVEL TO SECOND FLOOR SHALL RANGE FROM 12' TO 16'
- 6.4F: GREEN ROOF IS NOT REQUIRED
- 8.4B: THE PRIMARY ROOF FORM MAY BE A FLAT ROOF REGARDLESS OF BUILDING HEIGHT
- 8.6B: MECHANICALLY VENTILATED PARKING UNDER BUILDINGS IS ALLOWED
- 8.9A: PRIVATE OR SEMI-PRIVATE OPEN SPACE, SUCH AS A YARD, PORCH, PATIO, OR BALCONY, IS NOT REQUIRED.
- 8.10B: HIGH DENSITY RESIDENTIAL FLATS TYPOLOGY MAY HAVE 1-BEDROOM UNITS RANGING IN SIZE FROM 550 TO 800 SF, AND TWO BEDROOM UNITS RANGING IN SIZE FROM 800 TO 1,200 SF.

SITE DATA TABLE - LOT 21			
ZONING			
PD (PLANNED DEVELOPMENT) - SENIOR AFFORDABLE			
SITE ACREAGE			
PER DISCOVERY OFFICE PARK/SUPERIOR TOWN CENTER REPLAT NO. 3	1.784	AC	
LAND USE			
BUILDING LOTS (PRIVATE)	1.784	AC	100.0%
		Total	100.0%
COVERAGE			
LANDSCAPING	0.929	AC	52.0%
PAVED SURFACE	0.352	AC	19.7%
BUILDING	0.503	AC	28.2%
		Total	100.0%
SETBACKS			
REQUIRED PER PD			
STREET FRONTAGE - OLD RAIL WAY	70-80% 0'-3', 20-30% 3'-5'		
SIDE (EAST)	10' MINIMUM		
SIDE (WEST)	10' MINIMUM		
REAR	75' MAXIMUM FROM OLD RAIL WAY		
PROVIDED			
STREET FRONTAGE - OLD RAIL WAY 0'-3'**	190.9		53%
STREET FRONTAGE - OLD RAIL WAY 3'-5'	168.0		47%
SIDE (EAST)	50.4'		
SIDE (WEST)	11.7'**		
REAR	64.2'		
MAXIMUM BUILDING ELEVATION (NAVD 88)	PROVIDED (FT.)		MAX. ALLOWED (FT.)
MAIN BUILDING	5540.45		5540.50
ENTRY ELEMENTS, TOWERS, MECHANICAL SCREENS - MAX. 22.5% OF FOOTPRINT	5546.25		5550.20
PRECENTAGE OF FOOTPRINT	11%		

*EXCEPTION REQUEST
**EXTERIOR STAIR IS 7.1 FEET FROM PROPERTY LINE.

PARKING REQUIRED			
	REQUIRED RATIO	NUMBER OF UNITS	REQUIRED PARKING
UNIT	0.5	50	25
VISITOR	0.1	50	5
		TOTAL	**30**

PARKING PROVIDED					
LOCATION	STANDARD SPACES	ACCESSIBLE SPACES	ACCESSIBLE AS PERCENT OF TOTAL	COMPACT	**TOTAL**
GARAGE	28	2	5%	10	**40**

EV PARKING SUMMARY						
EV READY SPACES		EV CAPABLE SPACES		EV INSTALLED		
				ACCESSIBLE	STANDARD	
NUMBER	% OF TOTAL	NUMBER	% OF TOTAL	NUMBER	NUMBER	% OF TOTAL
8	20%	8	20%	2	2	10%

BICYCLE PARKING						
REQUIRED*			PROVIDED**			
COVERED	UNCOVERED	TOTAL	COVERED STANDARD	COVERED ACCESSIBLE	UNCOVERED	TOTAL
25	0.0	25	19	7	0	26

*PER PLANNING COMMISSION PD AMENDMENT APPROVAL, 0.5 BICYCLE SPACES ARE REQUIRED PER UNIT
** COVERED SPACES ARE PROVIDED INSIDE OF BUILDING

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LOT 21 BLOCK 1 DISCOVERY OFFICE PARK
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SUPERIOR, COLORADO

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NO.	DESCRIPTION	DATE
1	TOWN COMMENTS	07/31/25

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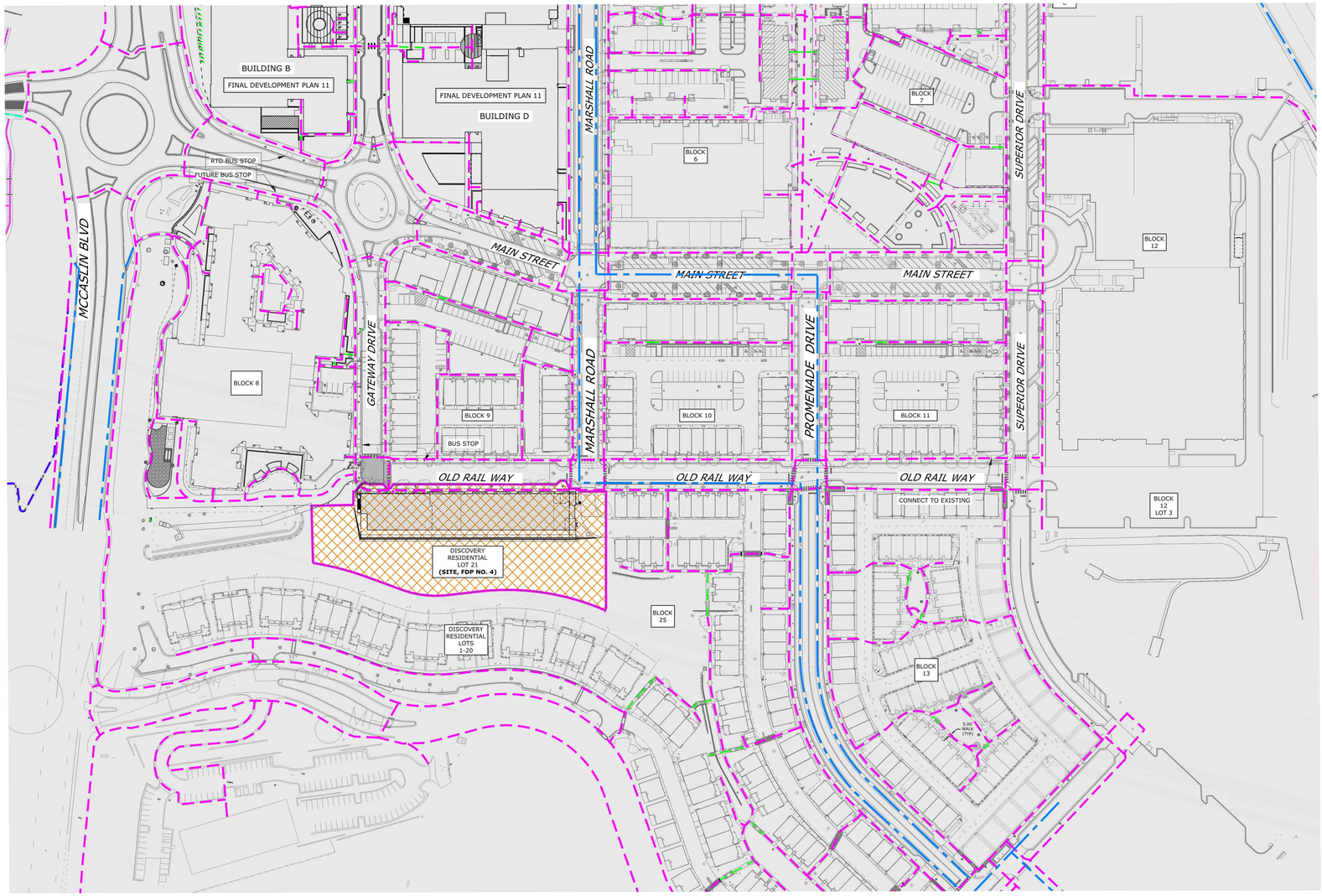
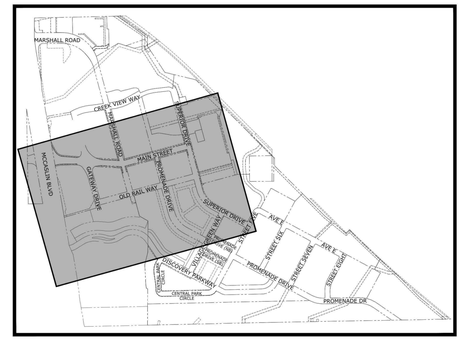
DESIGNED BY: JAB
DRAWN BY: CLH
CHECKED BY: JAB
JOB NO.: 365.001
DATE: 5/22/2025
SCALE:NONE
DWG NAME:DOPLot21FDP_CVR.dwg

SITE DATA TABLES

SHEET:
CS1.1

J:\Pennrose - 365\365.001 Superior\Drawings\Sheets\FDP4\DOPLot21FDP_CVR.dwg





KEY MAP NORTH

CONTEXT SITE LEGEND:

- LIMITS OF FDP NO. 4
- PROPERTY LINE
- ACCESSIBLE PEDESTRIAN ROUTE
- NON-ACCESSIBLE PEDESTRIAN ROUTE
- DESIGNATED BICYCLE ROUTE
- AREA OUTSIDE FDP LIMITS

Know what's below. Call before you dig.

CIVIL RESOURCES

8308 COLORADO BLVD
SUITE 200
FIRESTONE, CO 80530
303.833.1416
WWW.CIVILRESOURCES.COM

LOT 21 BLOCK 1 DISCOVERY OFFICE PARK
FINAL DEVELOPMENT PLAN NO. 4
SUPERIOR, COLORADO

REVISIONS

NO.	DESCRIPTION	DATE
1	TOWN COMMENTS	07/31/25

Vested Rights:
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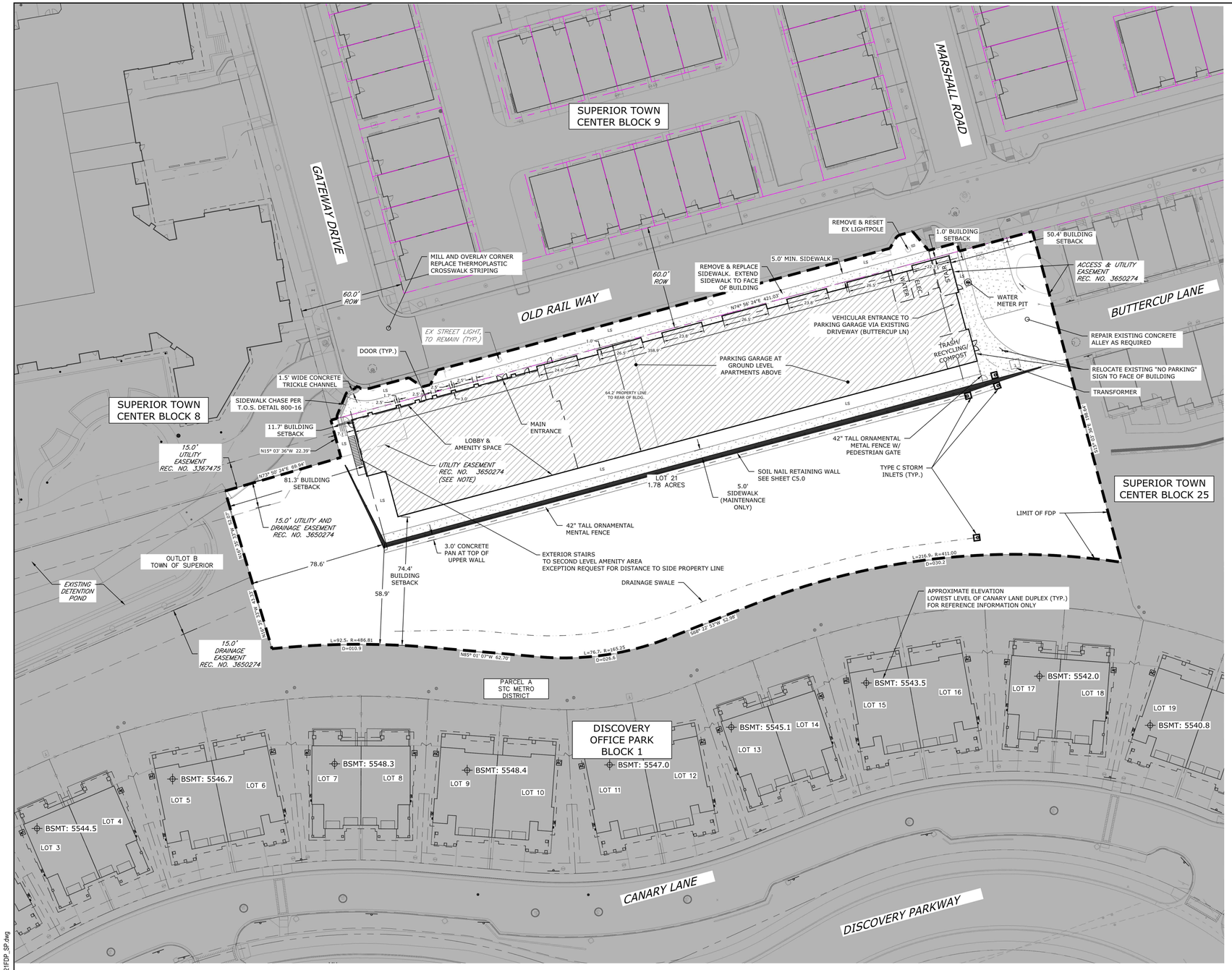
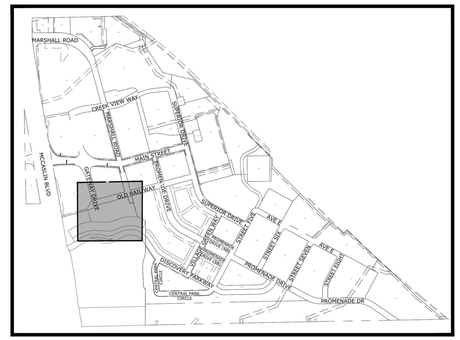
DESIGNED BY: JAB
DRAWN BY: CLH
CHECKED BY: JAB
DATE: 5/22/2025
SCALE:NONE
JOB NO.: 365.001
DWG NAME: DOPLot21CONTEXT.dwg

CONTEXT PLAN

SHEET: C1.0

J:\Pennrose - 365\365.001 Superior\Drawings\Sheets\FDP4\DOPLot21CONTEXT.dwg





KEY MAP NORTH

LEGEND

THIS FDP		SEPARATE FDP
	PROPERTY LINE	
	LIMITS OF FDP NO. 4	
	AREA OUTSIDE OF FDP NO. 4	
	EASEMENT	
	SETBACK	
	CHAINLINK FENCE	
	RETAINING WALL	
	CHANNEL CENTER LINE	
	CONCRETE	
	BUILDING	
	SIGN	
	HYDRANT	
	SANITARY MANHOLE	
	INLET	
	CLEAN OUT	
	FLARED END SECTION	
	STORM MANHOLE	
	LIGHT POLE	
T	TRANSFORMER	
LS	LANDSCAPE AREA	

NOTE:

NO UTILITIES PRESENT IN EXISTING UTILITY EASEMENT. EASEMENT TO BE VACATED BY SEPARATE DOCUMENT TO ALLOW BUILDING ENVELOPE TO EXTEND INTO THIS AREA, AS SHOWN.

NORTH

0 15 30
(IN FEET)
(1"=30')

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

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FIRESTONE, CO 80530
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Bricks & Mortar | Heart & Soul
1800 WAZEE STREET
SUITE 353
DENVER, CO 80202
720.307.8151

LOT 21 BLOCK 1 DISCOVERY OFFICE PARK
FINAL DEVELOPMENT PLAN NO. 4
SUPERIOR, COLORADO

REVISIONS

NO.	DESCRIPTION	DATE
1	TOWN COMMENTS	07/31/25

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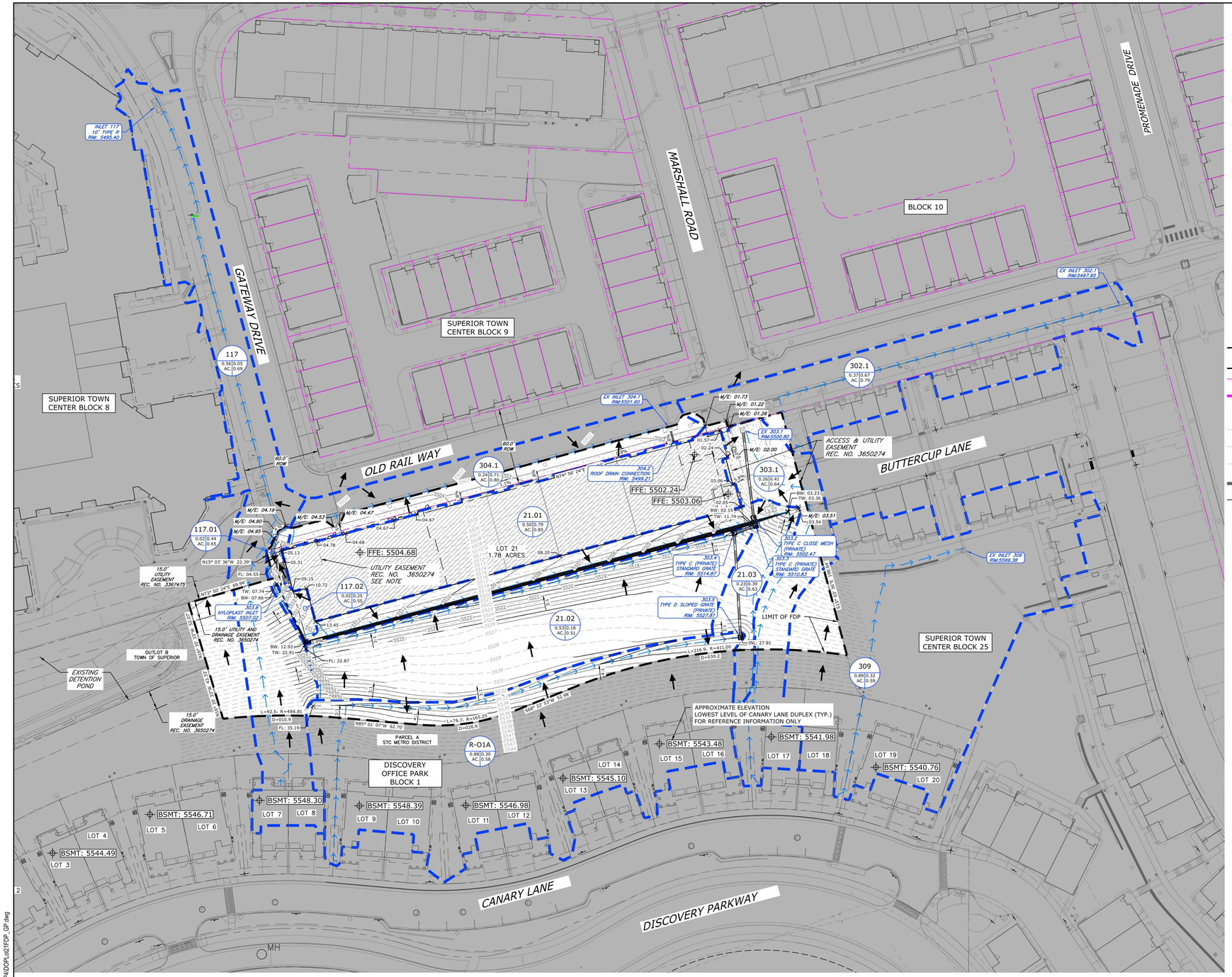
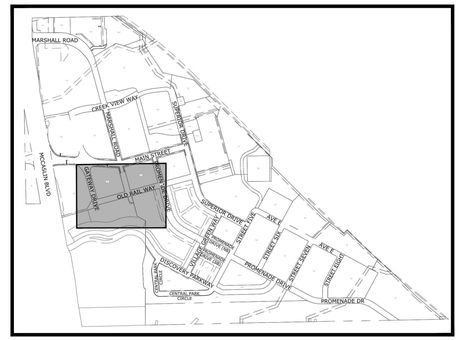
DESIGNED BY: JAB
DRAWN BY: RJJ
CHECKED BY: JAB
JOB NO.: 365.001
DWG NAME: DOPLot21FDP_SP.dwg
DATE: 5/22/2025
SCALE: 1" = 30'

SITE PLAN

SHEET:
C2.0

J:\Penrose - 365\365.001 Superior\Drawings\Sheets\FDP4\DOPLot21FDP_SP.dwg





KEY MAP NORTH

LEGEND

THIS FDP	SEPARATE FDP
PROPERTY LINE	
LIMITS OF FDP NO. 4	
AREA OUTSIDE OF FDP NO. 4	
EASEMENT	
SETBACK	
CHAINLINK FENCE	
RETAINING WALL	
CHANNEL CENTER LINE	
CONCRETE	
BUILDING	
STORM SEWER	
INLET	
STORM MANHOLE	
CONTOUR (MAJOR, 5')	5740
CONTOUR (MINOR, 1')	5736
FLOW ARROW	
DRAINAGE BASIN BOUNDARY	
DRAINAGE BASIN FLOW PATH	
INLET 305 — DESIGN POINT	
A — BASIN IDENTIFICATION	
XX / XX — 10-YR AND 100-YR RUNOFF COEFFICIENTS	

NOTE:

NO UTILITIES PRESENT IN EXISTING UTILITY EASEMENT. EASEMENT TO BE VACATED BY SEPARATE DOCUMENT TO ALLOW BUILDING ENVELOPE TO EXTEND INTO THIS AREA, AS SHOWN.

Sub-Basin I.D.	Total Area	Final T_c	Weighted Imper.	[2]Runoff Coefficient "C"		[4]Runoff	
				10-Year	100-Year	10-Year	100-Year
	(ac)	(min)	(%)	-	-	(cfs)	(cfs)
21.01	0.50	5.0	90.0	0.79	0.85	2.36	3.95
21.02	0.53	5.3	6.6	0.18	0.51	0.57	2.45
21.03	0.23	9.9	34.6	0.39	0.63	0.42	1.05
INLET 302.1	0.37	5.3	74.3	0.67	0.79	1.46	2.66
INLET 303.1	0.26	9.1	38.0	0.41	0.64	0.52	1.27
INLET 304.1	0.24	5.0	78.6	0.71	0.80	1.00	1.78
INLET 309	0.89	8.3	24.9	0.32	0.59	1.42	4.13
R-O1A	0.88	12.0	22.8	0.30	0.58	1.16	3.49
To Pond 313	3.90	-	39.8	0.43	0.65	8.91	20.79
117	0.56	8.5	49.8	0.50	0.69	1.41	3.04
117.01	0.02	5.0	41.4	0.44	0.65	0.04	0.10
117.02	0.02	5.5	16.2	0.25	0.55	0.02	0.08
To Pond 312	0.60	-	48.6	0.49	0.68	1.48	3.23
Total Study Area	4.49	-	40.9	0.43	0.65	10.38	24.02

NORTH
0 30 40
(IN FEET)
1" = 40'

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

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SUITE 353
DENVER, CO 80202
720.307.8151

LOT 21 BLOCK 1 DISCOVERY OFFICE PARK
FINAL DEVELOPMENT PLAN NO. 4
SUPERIOR, COLORADO

REVISIONS

NO.	DESCRIPTION	DATE
1	TOWN COMMENTS	07/31/25

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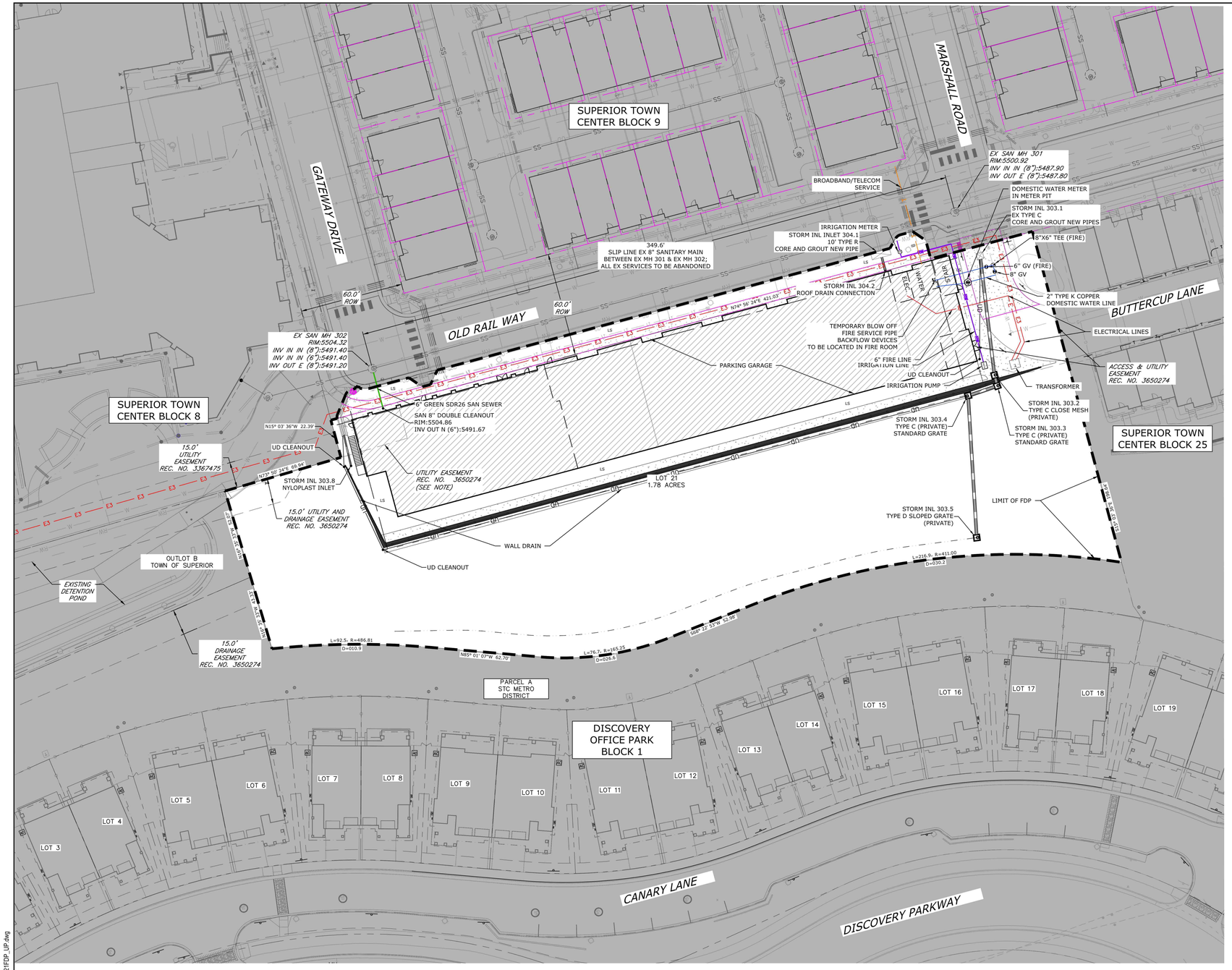
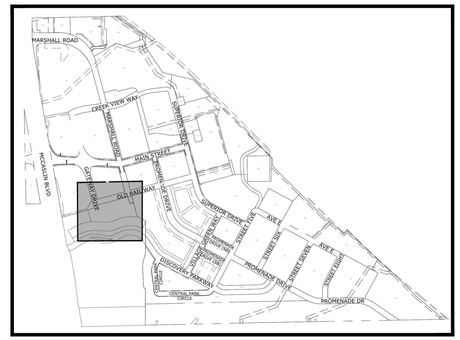
DESIGNED BY: JAB DATE: 5/22/2025
DRAWN BY: CLH SCALE: 1" = 40'
CHECKED BY: JAB
JOB NO.: 365.001
DWG NAME: DOPLot21FDP_GP.dwg

DRAINAGE PLAN

SHEET: C3.0

J:\Pennrose - 365\365.001 Superior\Drawings\Sheets\FDP\4\DOPLot21FDP_GP.dwg



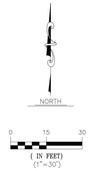


LEGEND

THIS FDP		SEPARATE FDP
	PROPERTY LINE	
	LIMITS OF FDP NO. 4	
	AREA OUTSIDE OF FDP NO. 4	
	EASEMENT	
	SETBACK	
	CHAINLINK FENCE	
	RETAINING WALL	
	CHANNEL CENTER LINE	
	CONCRETE	
	BUILDING	
	INLET	
	STORM MANHOLE	
	SANITARY MANHOLE	
	VALVES	
WM	WATER METER	WM
	HYDRANT	
	LIGHT POLE	
	TRUNCATED DOMES	
	TREE	
T	TRANSFORMER	T
UD	UNDERDRAIN	UD
	GAS LINE	G
	STORM SEWER	
SS	SANITARY	SS
RW	REUSE WATER	RW
W	WATER LINE	W
E	ELECTRIC LINE	E
	TELE LINE	T
	UTILITY SLEEVES	SLV
	LIGHTING	LT
	WATER BENDS	
	WATER TEE	
LS	LANDSCAPE AREA	

NOTE:

NO UTILITIES PRESENT IN EXISTING UTILITY EASEMENT. EASEMENT TO BE VACATED BY SEPARATE DOCUMENT TO ALLOW BUILDING ENVELOPE TO EXTEND INTO THIS AREA, AS SHOWN.



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LOT 21 BLOCK 1 DISCOVERY OFFICE PARK
FINAL DEVELOPMENT PLAN NO. 4
SUPERIOR, COLORADO

REVISIONS		
NO.	DESCRIPTION	DATE
1	TOWN COMMENTS	7/31/25

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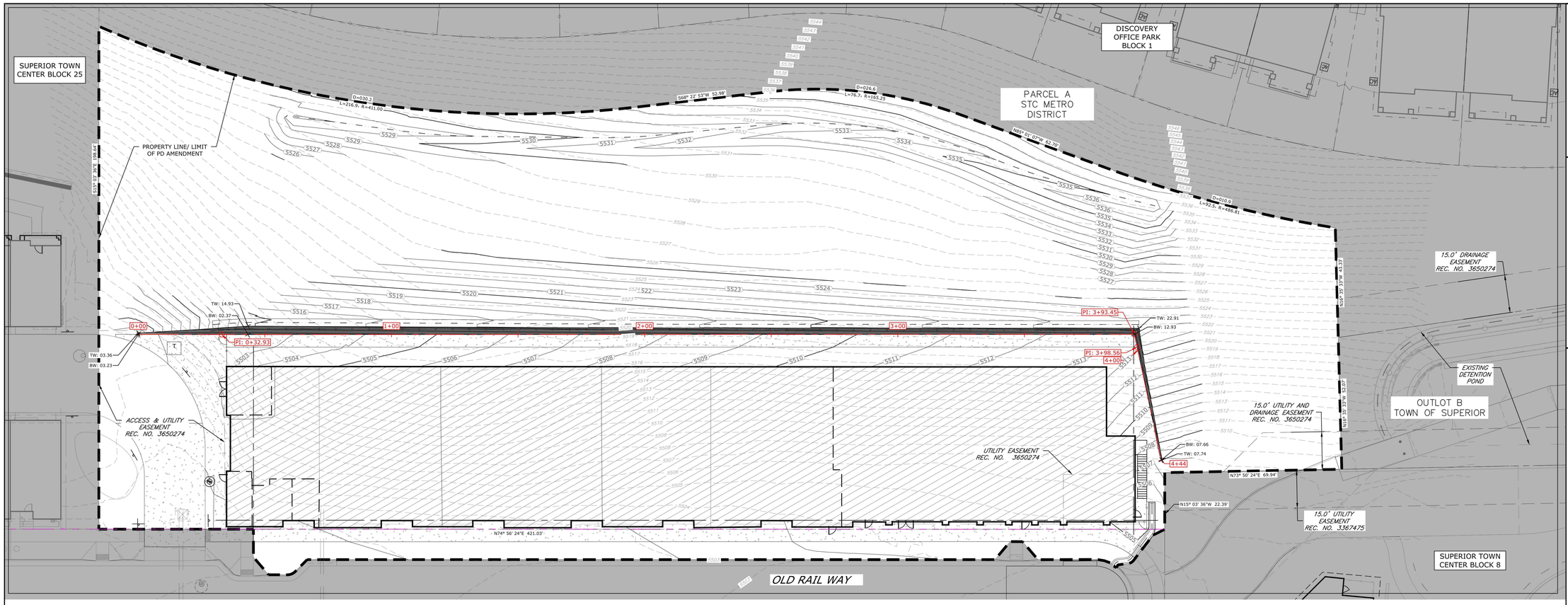
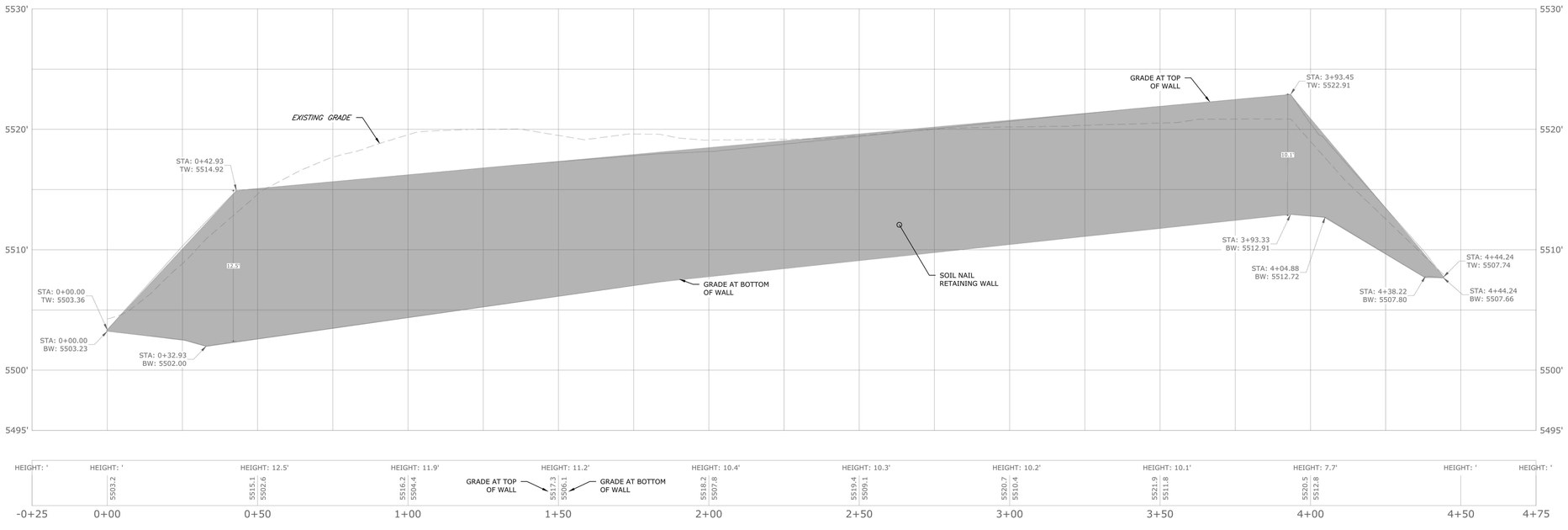
DRAWN BY: CLH
CHECKED BY: JAB
DATE: 5/22/2025
SCALE: 1" = 30'
JOB NO.: 365.001
DWG NAME:DOPLot21FDP_UP.dwg

UTILITY PLAN

SHEET:
C4.0

J:\Pennrose - 365\365.001 Superior\Drawings\Sheets\FDP4\DOPLot21FDP_UP.dwg





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WWW.CIVILRESOURCES.COM

PENNROSE
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SUITE 353
DENVER, CO 80202
720.307.8151

LOT 21 BLOCK 1 DISCOVERY OFFICE PARK
FINAL DEVELOPMENT PLAN NO. 4
SUPERIOR, COLORADO

NORTH
0 10 20
(IN FEET)
(1"=20')

0 10 20
(SCALE IN FEET)
(H: 1"=20')
(V: 1"=5')
5
2.5
0

Know what's below. Call before you dig.

REVISIONS

NO.	DESCRIPTION	DATE
1	TOWN COMMENTS	07/31/25

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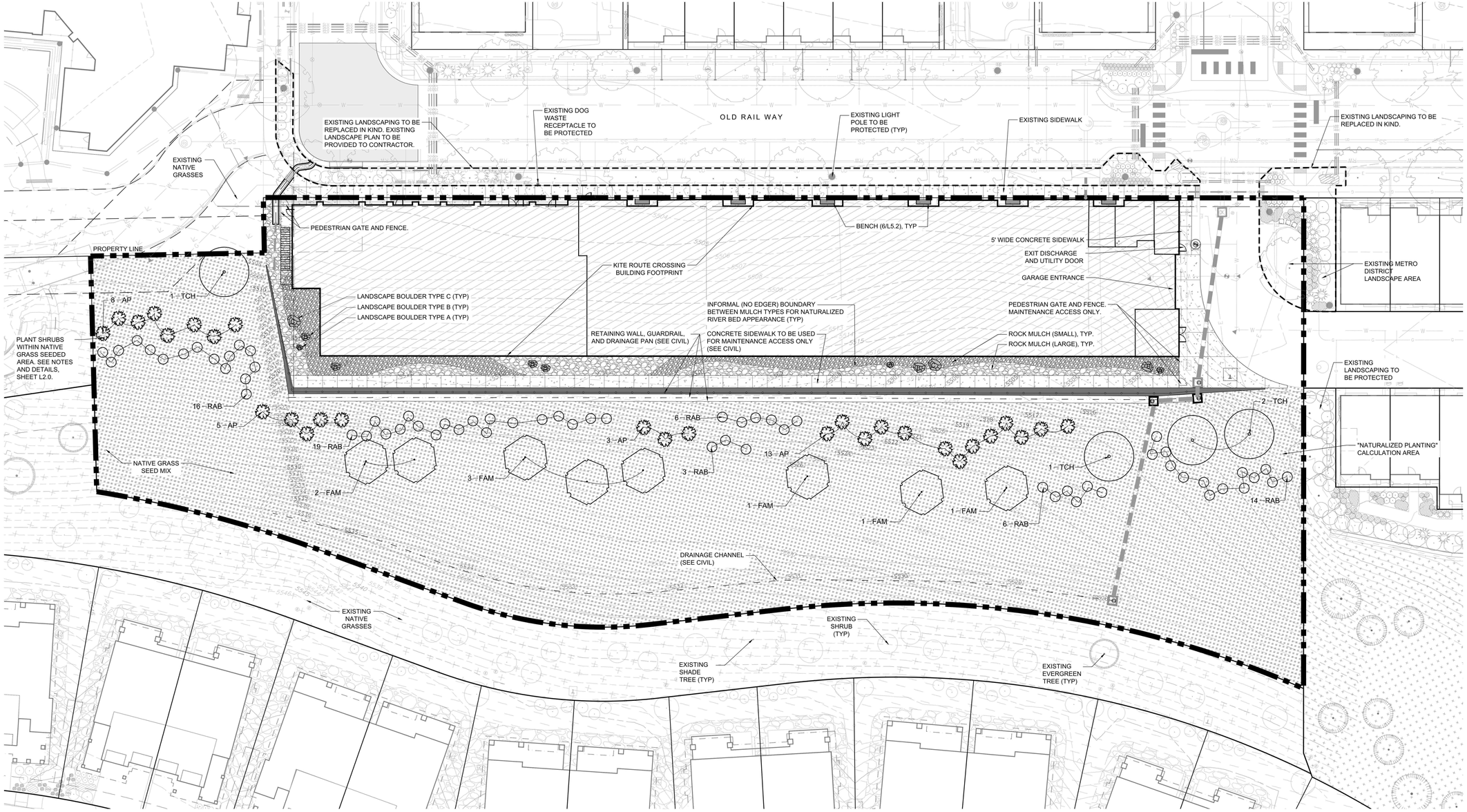
DESIGNED BY: JAB
DRAWN BY: CLH
CHECKED BY: JAB
JOB NO.: 365.001
DWG NAME: DOPLot21FDP_Wall P&P.dwg
DATE: 5/22/2025
SCALE: 1"= 20'

RETAINING WALL PLAN & PROFILE

SHEET: C5.0

J:\Pennrose - 365\365.001 Superior\Drawings\Sheets\FDP4\DOPLot21FDP_Wall P&P.dwg



LEGEND

- ORNAMENTAL TREE (DECIDUOUS)
- DECIDUOUS SHRUB
- PERENNIAL
- NATIVE GRASS SEED MIX
- ROCK MULCH (LARGE)
- ROCK MULCH (SMALL)
- LANDSCAPE BOULDER

ALL LANDSCAPE AREAS WILL BE IRRIGATED. SEE SHEET L2.0 FOR LANDSCAPE NOTES, DETAILS, AND MATERIALS.

INFRASTRUCTURE LEGEND*

- LIGHT POLE
- DRY — DRY UTILITY CORRIDOR
- EF — ELECTRIC LINE
- UD — UNDERDRAIN
- SLV — SLEEVING
- W — WATER LINE
- SS — SANITARY SEWER / MANHOLE
- STORM SEWER
- STORM SEWER
- STORM INLET
- SIGN
- UCO — UNDERDRAIN CLEANOUT

LEGEND IS FOR REFERENCE ONLY. SEE CIVIL SHEETS.

Kite Route Crossing Plant List

Ornamental Trees				Total= 12		
Qty	Key	Latin Name	Common Name	Spacing	Size	Mature Ht.
8	FAM	*Acer ginnala 'Flame'*	Flame Amur Maple	As Shown	8' Ht. Clump (or 2" Cal. Single Stem)	15-20'
4	TCH	*Crataegus crus-galli var. inermis*	Thornless Cockspur Hawthorn	As Shown	8' Ht. Clump (or 2" Cal. Single Stem)	15-25'

Deciduous Shrubs				Total= 93		
Qty	Key	Latin Name	Common Name	Spacing	Size	Mature Ht.
29	AP	*Fallugia paradoxa*	Apache Plume	As Shown	5 Gal.	3-6'
64	RAB	*Chrysothamnus viscidiflorus*	Yellow Rabbitbrush	As Shown	5 Gal.	2-3'

LANDSCAPE REQUIREMENTS TABLE

Item	Area Provided (SF)	Trees		Shrubs		Live Coverage	
Total Planting Area	46,469	Required	Provided	Required	Provided	Required	Provided
Naturalized Planting Area	46,349	(1/4000 SF) 12	12	(1/500 SF) 93	93	75% Min.	92%

SEE SHEET L200 FOR LANDSCAPE NOTES, MATERIALS, AND DETAILS.

NATIVE GRASS SEED MIX:

- WESTERN WHEATGRASS (28% OF TOTAL; 6.2 LBS/AC)
- BIG BLUESTEM (28% OF TOTAL; 28% 6.2 LBS/AC)
- SIDE-OATS GRAMA (10% OF TOTAL; 2.2 LBS/AC)
- BLUE GRAMA (6% OF TOTAL; 1.2 LBS/AC)
- SWITCHGRASS (10% OF TOTAL; 2.2 LBS/AC)
- INDIANGRASS (10% OF TOTAL; 2.2 LBS/AC)
- LITTLE BLUESTEM (8% OF TOTAL; 1.8 LBS/AC)

--SEEDING RATE: 22 LBS / AC (SEE PLAN FOR LOCATIONS)

NORTH

SCALE: 1" = 20'

0 10' 20' 40' 80'

texturegreen
LANDSCAPE ARCHITECTURE
595 MANHATTAN DR #205
BOULDER, CO 80303
303-870-6764
www.texturegreen.com

LOT 21 BLOCK 1 DISCOVERY OFFICE PARK
FINAL DEVELOPMENT PLAN NO. 4
SUPERIOR, COLORADO

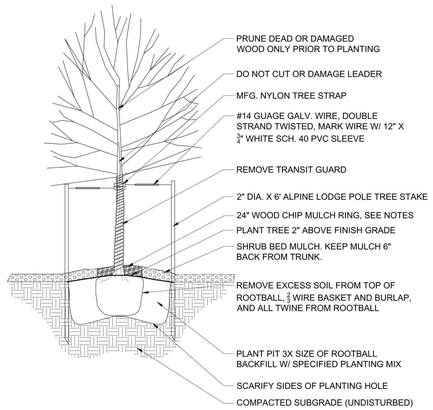
REVISIONS

NO.	DESCRIPTION	DATE
1	TOWN COMMENTS	07/31/25

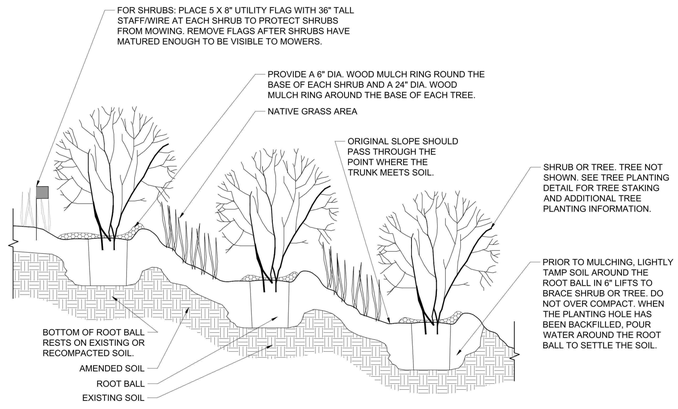
DESIGNED BY: ____ DATE: 5/22/2025
DRAWN BY: ____ SCALE:NONE
CHECKED BY: ____
JOB NO.: ____
DWG NAME: ____

LANDSCAPE PLAN

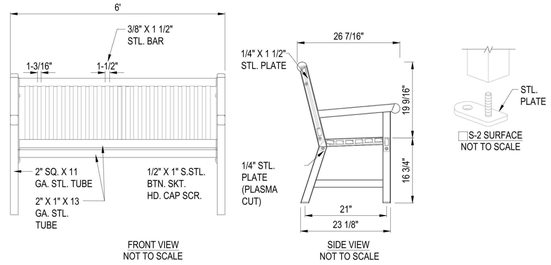
SHEET: L100



1 L200 SECTION
DECIDUOUS TREE PLANTING
NTS



2 L200 SECTION
SHRUB AND TREE PLANTING ON SLOPE (IN NATIVE SEED AREA)
NTS



NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWINGS.
3. ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.
4. 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED FOR S-2 OPTION.
5. CONTRACTOR'S NOTE: FOR PRODUCT AND PURCHASING INFORMATION VISIT

DUMOR BENCH 118 WITH CUSTOM STRAIGHT TOP

COLOR: "SUDAN" OR SIMILAR BROWN COLOR
FINISH: POLYESTER POWDERCOAT
DIMENSION: 6' LENGTH

LOCAL REPRESENTATIVE:
Rocky Mountain Recreation
P.O. Box 620411
Littleton, CO 80162
1(800)636-0199 - Toll Free
(303)783-1452 - Office

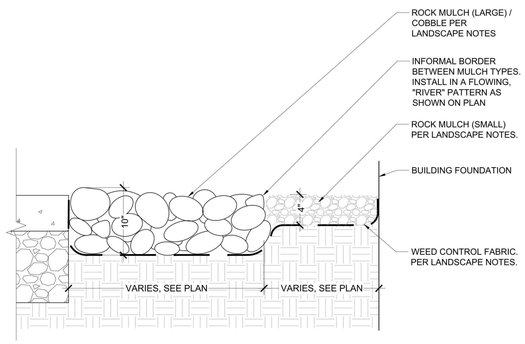
MODIFIED DETAIL
CADdetails.com



RENDERING OFFERS AN APPROXIMATION OF COLOR.

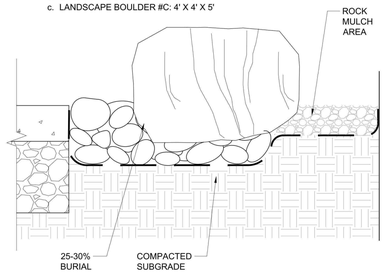
SUDAN

3 L200 STEEL BENCH
NTS

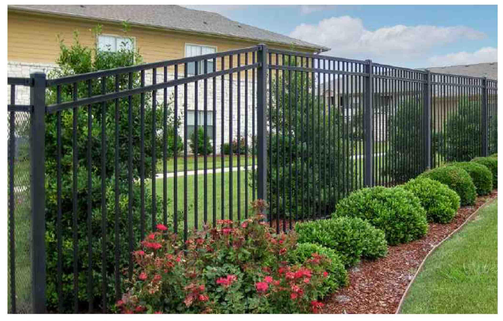


4 L200 Section / NTS
ROCK MULCH AREA ADJACENT TO SOUTH SIDE OF BUILDING (MAINTENANCE ACCESS ONLY)

NOTES:
1. LANDSCAPE BOULDERS TO BE GREY GRANITE AS SUPPLIED BY PIONEER SAND (OR EQUAL).
2. PLACEMENT AS SHOWN ON PLANS. DISTRIBUTE BOULDERS OF VARYING SIZES SIMILAR IN DIMENSION TO THE BELOW AS SHOWN ON PLANS.
   a. LANDSCAPE BOULDER #A: 2' X 2' X 2'
   b. LANDSCAPE BOULDER #B: 3' X 3' X 3'
   c. LANDSCAPE BOULDER #C: 4' X 4' X 5'



5 L200 Section
LANDSCAPE BOULDER
NTS



MONTAGE ORNAMENTAL STEEL FENCE AND GATE

MANUFACTURER: AMERISTAR (OR EQUAL)
COLOR / MODEL: BLACK, 2 OR 3 RAIL, MAJESTIC
FINISH: E-COAT
DIMENSION: 6' HEIGHT
GATE: SINGLE

6 L200 PEDESTRIAN FENCE AND GATE
NTS

GENERAL LANDSCAPE NOTES:
1. ALL PLANT MATERIALS SHALL MEET OR EXCEED CURRENT AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2004) AND THE COLORADO NURSERY ACT AND ACCOMPANYING RULES AND REGULATIONS.
2. ALL PLANTS SHALL BE BALLED AND BURLAPPED OR CONTAINER GROWN. BARE ROOT OR SPADED PLANTS WILL NOT BE ACCEPTED.
3. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR POSITIVE DRAINAGE THROUGHOUT THE SITE WITH ACCURATELY SET FLOW LINES. NO LOW SPOTS OR PONDING OF SURFACE WATER SHALL BE ACCEPTED IN FINAL WORK.
4. MAINTENANCE STATEMENT: ALL LANDSCAPING SHOWN ON THIS PLAN SHALL BE MAINTAINED IN A NEAT AND ADEQUATE MANNER THROUGH THE 1-YEAR WARRANTY PERIOD. REQUIRED MAINTENANCE ACTIVITIES SHALL INCLUDE, BUT ARE NOT LIMITED TO, MOWING OF LAWNS, TRIMMING OF HEDGES, ADEQUATE IRRIGATION, REPLACEMENT OF DEAD, DISEASED OR UNSIGHTLY LANDSCAPING, REMOVAL OF WEEDS FROM PLANTED AREAS, AND APPROPRIATE PRUNING OF PLANT MATERIALS.
5. FINISH GRADE WITHIN PLANTING AND SEEDED AREAS SHALL NOT EXCEED A SLOPE OF 3:1.
7. ALL PLANT MATERIAL AND IRRIGATION LOCATED WITHIN THE PUBLIC RIGHT OF WAY AND ADJACENT METRO DISTRICT AREA SHALL BE PROTECTED OR REPLACED IN KIND AFTER CONSTRUCTION IS COMPLETE. LANDSCAPE WILL BE WARRANTIED AND MAINTAINED FOR 1-YEAR AFTER INSTALLATION.
8. STREET TREES SHALL BE PLACED 5'-0" MIN. FROM BURIED UTILITIES.
9. IRRIGATION: ALL LANDSCAPED AREAS SHALL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM.
   9.1. NATIVE AREAS (AND SHRUBS WITHIN NATIVE AREAS) WILL BE SPRAYED. NATIVE AREA IRRIGATION WILL REMAIN ON THROUGH THE ESTABLISHMENT PERIOD AND THEN TURNED OFF AFTER ESTABLISHMENT (~3 YEARS, TO BE MONITORED). ALL GRASSES AND SHRUB SPECIES WITHIN NATIVE AREAS HAVE BEEN SELECTED TO BE IRRIGATED THROUGH GROW-IN AND THEN BE FREE OF SUPPLEMENTAL WATER EXCEPT DURING SEVERE DROUGHT.
   9.2. TREES WITHIN NATIVE AREAS WILL BE DRIP IRRIGATED AND ON A SEPARATE ZONE.
   9.3. SHRUBS AND PERENNIALS WITHIN THE "DEVELOPED PLANTING AREA" EAST OF THE BUILDING WILL BE DRIP IRRIGATED.
   9.4. CONTRACTOR SHALL BE RESPONSIBLE FOR TAPS, BACKFLOW PREVENTION AND WINTERIZATION SYSTEMS, SLEEVING UNDER PAVED AREAS AND ALL SPRINKLER SYSTEM COMPONENTS NECESSARY FOR A FULLY FUNCTIONAL SYSTEM.
10. SOIL AMENDMENT:
   10.1. LOCATIONS: NONE. ALL PLANTING AREAS ARE NATIVE AREAS AND WILL NOT RECEIVE SOIL AMENDMENT. (EXISTING LANDSCAPE AREAS ARE TO BE PLANTED PER THE EXISTING LANDSCAPE PLANS AND THE NOTES THAT WERE INCLUDED ON THE APPROVED PERMIT PLANS FOR THOSE AREAS).
11. WEED CONTROL FABRIC:
   11.1. TYPE: POLYPRO 55, 4.2 OZ. PER SQUARE YARD WOVEN NEEDLE PUNCHED FABRIC AS PROVIDED BY CPS DISTRIBUTORS OR EQUAL. SECURE FABRIC PER MANUFACTURER INSTRUCTIONS.
   11.2. LOCATIONS: INSTALL IN THE ROCK MULCH AREA BETWEEN THE SOUTH SIDE OF THE BUILDING AND RETAINING WALL. DO NOT INSTALL WEED BARRIER FABRIC IN OTHER PLANTING AREAS. (EXISTING LANDSCAPE AREAS ARE TO BE PLANTED PER THE EXISTING LANDSCAPE PLANS AND NOTES).
12. MULCHING:
   12.1. ROCK MULCH (SMALL) TO BE SMOOTH 1" TO 1-1/2" DIA ROCK MULCH IN SHADES OF PINK, MAROON, BEIGE, BROWN AND GREY AS SUPPLIED BY PIONEER SAND OR EQUAL. MULCH TO A DEPTH OF 4". PREPARE SUB-GRADE SO THAT THE TOP OF INSTALLED MULCH IS 1" BELOW THE TOP OF THE ADJACENT PAVEMENT.
   12.2. ROCK MULCH (LARGE) TO BE 4-8" SMOOTH COBBLE AS SUPPLIED BY PIONEER SAND OR APPROVED SUBSTITUTE. SEE ROCK MULCH DETAIL FOR MORE INFORMATION.
   12.3. ALL ROCK MULCH IS TO BE FREE OF SOIL, VEGETATION, DEBRIS, OR OTHER FOREIGN/MAN-MADE MATERIALS. COBBLE MULCH IS NOT TO BE USED IN PLANTING AREAS. SUBMIT SAMPLE TO LANDSCAPE ARCHITECT FOR APPROVAL.
   12.4. WOOD CHIP MULCH:
      12.4.1. TYPE: DOUBLE-SHREDDED WESTERN RED CEDAR WOOD CHIP MULCH AS SUPPLIED BY PIONEER SAND OR EQUAL.
      12.4.2. LOCATIONS: PLACE WOOD CHIP MULCH IN A 6" DIA. RING IN A 24" DIA. RING AT THE BASE OF ALL TREES AND SHRUBS WITHIN THE NATIVE AREAS.

texturegreen
LANDSCAPE ARCHITECTURE
595 MANHATTAN DR #205
BOULDER, CO 80303
303-870-6764
www.texturegreen.com

LOT 21 BLOCK 1 DISCOVERY OFFICE PARK
FINAL DEVELOPMENT PLAN NO. 4
SUPERIOR, COLORADO

REVISIONS		
NO.	DESCRIPTION	DATE
1	TOWN COMMENTS	07/31/25

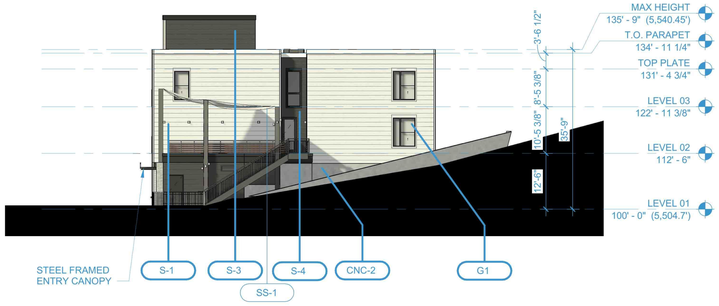
DESIGNED BY: ____ DATE: 5/22/2025
DRAWN BY: ____ SCALE: NONE
CHECKED BY: ____
JOB NO.: ____
DWG NAME: ____

LANDSCAPE DETAILS

SHEET: L200



4 A1.1 SOUTH ELEVATION - FDP
1/16" = 1'-0"



3 A1.1 WEST ELEVATION - FDP
1/16" = 1'-0"



2 A1.1 EAST ELEVATION - FDP
1/16" = 1'-0"



1 A1.1 NORTH ELEVATION - FDP
1/16" = 1'-0"

SAR+
1550 WYNKOOP ST. SUITE 100
DENVER CO 80202
PHONE: 303.436.9551

PENNROSE
Bricks & Mortar | Heart & Soul
1800 WAZEE STREET
SUITE 353
DENVER CO 80202
720.307.8151

LOT 21 BLOCK 1 DISCOVERY OFFICE PARK
FINAL DEVELOPMENT PLAN NO. 4
SUPERIOR, COLORADO

REVISIONS:

NO.	DESCRIPTION	DATE
1	TOWN COMMENTS	07/31/25

Vested Rights:
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DESIGNED BY: Designer
DATE: 2025.07.31
DRAWN BY: Author
SCALE:
CHECKED BY: Checker
JOB NO.: 2066
DWG NAME: ELEVATIONS

ELEVATIONS

SHEET:
A1.1

EXTERIOR FINISH SCHEDULE									
FINISH MARK	SPEC SECTION	FINISH DESCRIPTION	MANUFACTURER	PRODUCT	STYLE, COLOR, SIZE	SUSTAINABILITY CRITERIA	COMMENTS	SHOW IN SCHEDULE	Application
RAILING									
MTL-1	57000	STEEL TRLLIS WITH HORIZONTAL INFILLS	-	CUBE METAL PICKET RAILING SYSTEM	POWDER COAT STANDARD COLOR PC-22 MATTE BLACK		-	Yes	RAILING
RL-1	55213	METAL PICKET RAILING (1)	VIVA RAILINGS	CUBE METAL PICKET RAILING SYSTEM	POWDER COAT STANDARD COLOR PC-22 MATTE BLACK		-	Yes	RAILING
WD-1	074243	WOOD COMPOSITE	ALUMINUM	HORIZONTAL PLANK	WOOD TONE TBD, ALUMINUM WOOD TEXTURE		-	Yes	RAILING
SPECIALTIES									
SS-1	-	SHADE SAIL	TBD	-	PRE-FINISHED		N & E FAÇADES, RE: A300s	Yes	SPECIALTIES
V-1	74646	EXTERIOR VENT	TBD	LAP PLANK	ASTROID GRAY, SMOOTH TEXTURE 12 INCH		N & E FAÇADES, RE: A300s	Yes	SPECIALTIES
STOREFRONT									
GLS-1	88813	GLAZING	PILKINGTON	PYROSTOP	INSULATED LOW-E, CLEAR		-	Yes	STOREFRONT
SF-1	74646	ALUMINUM FRAMED STOREFRONTS	KAWNEER	TRIFAB 415T	BLACK, 2.5" x 5" MULLION		N & E FAÇADES, RE: A300s	Yes	STOREFRONT
WALL									
BRK-1	42000	FACE BRICK (1)	GLEN GERY	MODULAR FACE BRICK	EBONITE VELOUR, SMOOTH TEXTURE, FLEMISH BOND		N & E FAÇADES, RE: A300s	Yes	WALL
BRK-2	42000	FACE BRICK (2)	GLEN GERY	SOLDIER COURSE	EBONITE VELOUR, SMOOTH TEXTURE, SOLDIER COURSE		NESW FACADES, RE: A300s	Yes	WALL
BRK-3	42000	FACE BRICK (3)	GLEN GERY	ROWLOCK	EBONITE VELOUR, SMOOTH TEXTURE, ROWLOCK		N & E FAÇADES, RE: A300s	Yes	WALL
BRK-4	42000	FACE BRICK (4)	GLEN GERY	ROWLOCK + SOLDIER	EBONITE VELOUR, SMOOTH TEXTURE, SOLDIER+ROWLOCK COURSE		NESW FACADES, RE: A300s	Yes	WALL
BRK-5	42000	FACE BRICK (5)	GLEN GERY	FLEMISH BOND	EBONITE VELOUR, SMOOTH TEXTURE, FLEMISH BOND		NESW FACADES, RE: A300s	Yes	WALL
CNC-1	33000.01	EXPOSED CONCRETE	-	-	SIKA WOOD TEXTURE NO. 363		-	Yes	WALL
MTL-1	74213.23	METAL WALL PANEL (1)	CITADEL	WALL PANEL (RV) OR (RR)	BLACK, SMOOTH TEXTURE, RE: ELEVATIONS FOR SIZE		N & E FAÇADES, RE: A300s	Yes	WALL
S-1	74646	FIBER CEMENT (1)	JAMES HARDIE	LAP PLANK	WHITE BUNGALOW, SMOOTH TEXTURE 12 INCH		N & E FAÇADES, RE: A300s	Yes	WALL
S-2	74646	FIBER CEMENT (2)	JAMES HARDIE	LAP PLANK	WHITE BUNGALOW, SMOOTH TEXTURE, 4 INCH		N & E FAÇADES, RE: A300s	Yes	WALL
S-3	74646	FIBER CEMENT (3)	JAMES HARDIE	LAP PLANK	DARK SMOOTH TEXTURE 12 INCH		N & E FAÇADES, RE: A300s	Yes	WALL
S-4	74646	FIBER CEMENT (4)	JAMES HARDIE	LAP PLANK	ASTROID GRAY, SMOOTH TEXTURE 12 INCH		N & E FAÇADES, RE: A300s	Yes	WALL



S-1

J-Hardie Fiber Cement
Lap Siding 12" Light



S-3

J-Hardie Fiber Cement
Lap Siding 12" Dark



SF-1

Storefront
Black



S-2

J-Hardie Fiber Cement
Lap Siding 4" Light



S-4

J-Hardie Fiber Cement
Lap Siding 4" Dark



G-1

Window
Black



CNC-1

Concrete
Board form



CNC-2

Concrete
Regular form



SS-1

Amenity Deck Shade
Sail Shades



BRK-1
BRK-2
BRK-3

Masonry Veneer
Flemish bond



WD-1
RL-1

Juliette Balcony
Prefinished aluminum



V-1

X-Vent
Prefinished to match material it is placed in



BRK-5

Brick Punched Articulation
Within flemish bond. Color to match Masonry Veneer



MTL-1

Metal Panel
Matte finished panel

MATERIALS LEGEND

SAR+

1550 WYNKOOP ST. SUITE 100
DENVER CO 80202
PHONE: 303.436.9551

PENNROSE
Bricks & Mortar | Heart & Soul

1800 WAZEE STREET
SUITE 353
DENVER CO 80202
720.307.8151

LOT 21 BLOCK 1 DISCOVERY OFFICE PARK
FINAL DEVELOPMENT PLAN NO. 4
SUPERIOR, COLORADO

REVISIONS:

NO.	DESCRIPTION	DATE
1	TOWN COMMENTS	07/31/25

Vested Rights:
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DESIGNED BY: XXX
DRAWN BY: LBJ
CHECKED BY: S
DATE: 2025.07.31
SCALE:
JOB NO.: 2066
DWG NAME: EXTERIOR FINISH SCHEDULE

EXTERIOR FINISH SCHEDULE

SHEET: A2.1



NORTH WEST CORNER AERIAL PERSPECTIVE LOOKING EAST



NORTH CORNER AERIAL PERSPECTIVE LOOKING SOUTH

SAR+

1550 WYNKOOP ST. SUITE 100
DENVER CO 80202
PHONE: 303.436.9551

PENNROSE
Bricks & Mortar | Heart & Soul

1800 WAZEE STREET
SUITE 353
DENVER CO 80202
720.307.8151

LOT 21 BLOCK 1 DISCOVERY OFFICE PARK
FINAL DEVELOPMENT PLAN NO. 4
SUPERIOR, COLORADO

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DESIGNED BY: Designer
DRAWN BY: Author
CHECKED BY: Checker
DATE: 2025.07.31
SCALE:
JOB NO.: 2066
DWG NAME: EXTERIOR PERSPECTIVE

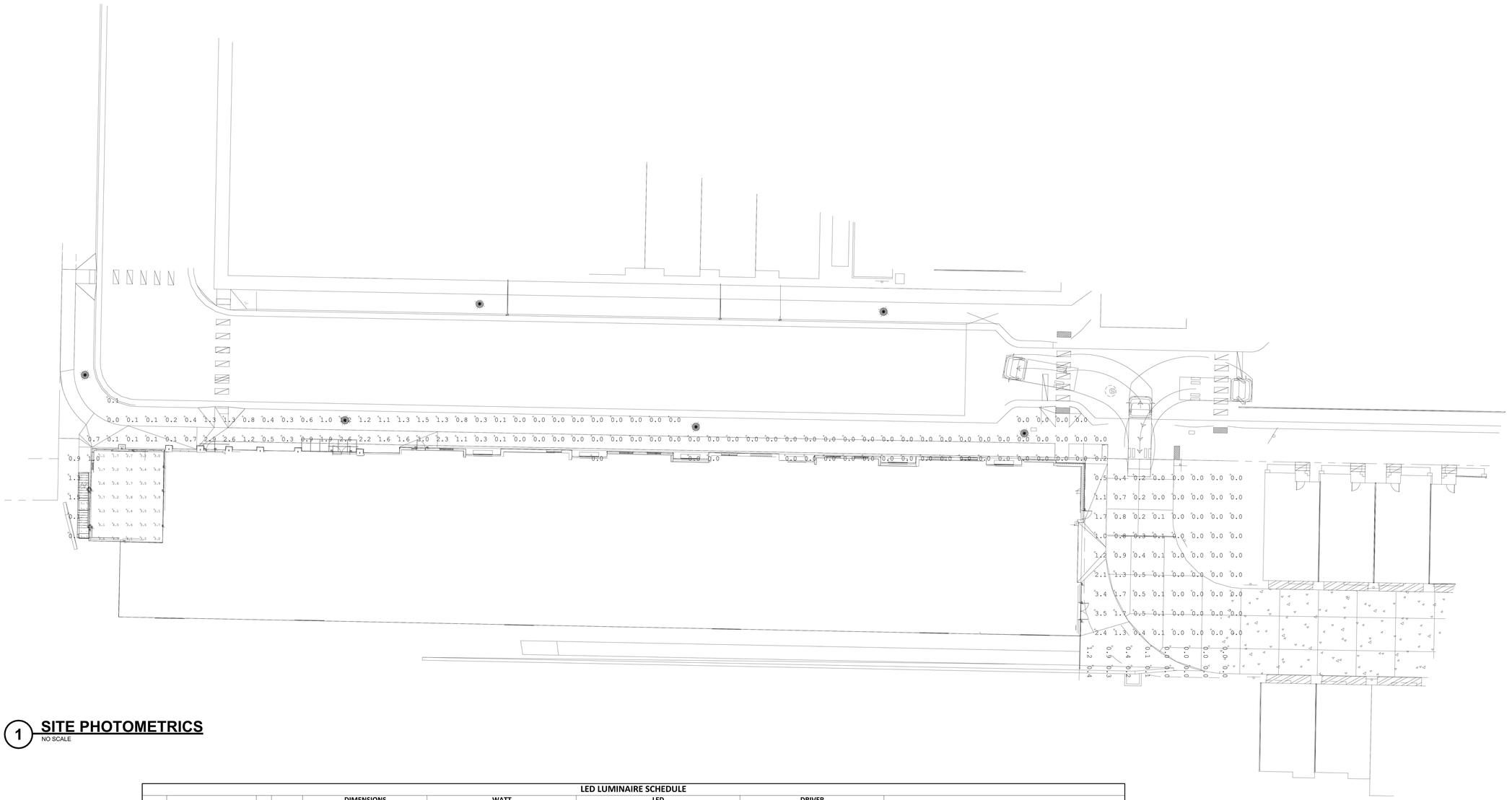
EXTERIOR PERSPECTIVE

SHEET:
A3.1

SAR+
1550 WYNKOOP ST. SUITE 100
DENVER CO 80202
PHONE: 303.436.9551

KITE ROUTE CROSSING

0 Canary Lane
Superior CO 80027



1 SITE PHOTOMETRICS

NO SCALE

LED LUMINAIRE SCHEDULE

ITEM	DESCRIPTION	L/L	MTG	DIMENSIONS				WATT		LED			DRIVER		MANUFACTURER AND MODEL
				L	W	H	DIA.	ANSI WATTS	PER	TYPE	QTY	DELIVERED LUMENS (MIN)	VOLTS	TYPE	
W1	ARCHITECTURAL WALL...	O	WALL	-	11.5"	9"	-	18 W	FIX	LED	1	700 LUMENS	MVOLT	0-10V	WEDG2 LED P0 30K 80CRI MVOLT

NOT FOR CONSTRUCTION

Issue Date

Project Status

Revisions:

Date	No.	Remarks

IMEG
7600 E ORCHARD ROAD
SUITE 250-S
GREENWOOD VILLAGE, CO 80111
P: 303.796.6000
www.imegcorp.com

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0 1 2 3
REF. SCALE IN INCHES

PROJECT #25001913.00

SITE PHOTOMETRICS PLAN

E1.0

FOR REVIEW ONLY - NOT FOR CONSTRUCTION

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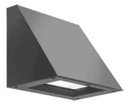


WDGE2 LED

Architectural Wall Sconce
Visual Comfort Optic

Catalog Number

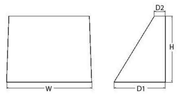
Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements

Specifications

Depth (D1): 7"
Depth (D2): 1.5"
Height: 9"
Width: 11.5"
Weight: (without options) 13.5 lbs



design select — Items marked by a shaded background qualify for the Design Select program and ship in 15 days or less. To learn more about Design Select, visit www.acuitybrands.com/designselect. *See ordering tree for details.

Introduction

The WDGE LED family is designed to meet specifier's every wall-mounted lighting need in a widely accepted shape that blends with any architecture. The clean rectilinear design comes in four sizes with lumen packages ranging from 1,200 to 25,000 lumens, providing a true site-wide solution. Embedded with nLight® AIR wireless controls, the WDGE family provides additional energy savings and code compliance.

WDGE2 delivers up to 6,000 lumens with a soft, non-pixelated light source, creating a visually comfortable environment. When combined with multiple integrated emergency battery backup options, including an 18W cold temperature option, the WDGE2 becomes the ideal wall-mounted lighting solution for pedestrian scale applications in any environment.

WDGE LED Family Overview

Luminaire	Optics	Standard EM, 0°C	Cold EM, -20°C	Sensor	Approximate Lumens (4000K, 80CRI)					
					P0	P1	P2	P3	P4	P5	P6
WDGE1 LED	Visual Comfort	4W		--	750	1,200	2,000	--	--	--	--
WDGE2 LED	Visual Comfort	10W	18W	Standalone / nLight	--	1,200	2,000	3,000	4,500	6,000	--
WDGE2 LED	Precision Refractive	10W	18W	Standalone / nLight	700	1,200	2,000	3,200	4,200	--	--
WDGE3 LED	Precision Refractive	15W	18W	Standalone / nLight	6,000	7,500	8,500	10,000	12,000	--	--
WDGE4 LED	Precision Refractive			Standalone / nLight	--	12,000	16,000	18,000	20,000	22,000	25,000

Ordering Information

EXAMPLE: WDGE2 LED P3 40K 80CRI VF MVOLT SRM DDBXD

Series	Package		Color Temperature		CRI	Distribution		Voltage	Mounting	
WDGE2 LED	P1[1]	P1SW	27K	2700K	80CRI	VF	Visual comfort forward throw	MVOLT	**Shipped included**	
	P2[1]	P2SW	30K	3000K	90CRI	VW	Visual comfort wide	347[2]	SRM	Surface-mounting bracket
	P3[1]	P3SW	35K	3500K				480[2]	ICW	Indirect Canopy/Ceiling Washer bracket (ship/clamp locations only)[3]
	P4[1]	Door with small window (SW) is required to accommodate sensors. See page 2 for more details.	40K	4000K						
	P5[1]		50K[4]	5000K					**Shipped separately**	
									PBBW	Surface-mounted back box (top, left, right conduit entry). Use when there is no junction box available.[5]

Options			
E4WH	Emergency battery backup, Certified in CA Title 20 MAED1; 4W, 0°C min)	**Standalone Sensors/Controls** (only available with P1SW, P2SW & P3SW)	DDBXD	Dark bronze
E10WH	Emergency battery backup, Certified in CA Title 20 MAED1; 10W, 0°C min)	PIR	Bi-level (100/35%) motion sensor for 8-15' mounting heights. Intended for use on switched circuits with external dusk to dawn switching.	DBLXD	Black
E20WC	Emergency battery backup, Certified in CA Title 20 MAED1; 18W, -20°C min)	PIRH	Bi-level (100/35%) motion sensor for 15-30' mounting heights. Intended for use on switched circuits with external dusk to dawn switching	DNAXD	Natural aluminum
PE	Photocell, Button Type[6]	PIR1FC3V	Bi-level (100/35%) motion sensor for 8-15' mounting heights with photocell pre-programmed for dusk to dawn operation.	DWHXD	White
DS	Dual-switching (comes with 2 drivers and 2 light engines; see page 3 for details)[4]	PIRH1FC3V	Bi-level (100/35%) motion sensor for 15-30' mounting heights with photocell pre-programmed for dusk to dawn operation.	DSSXD	Sandstone
DMG	0-10V dimming wires pulled outside fixture (for use with an external control, ordered separately)[8]	**Networked Sensors/Controls** (only available with P1SW, P2SW & P3SW)	DDBTXD	Textured dark bronze
BCE	Bottom conduit entry for back box (PBBW). Total of 4 entry points.	NLTAIR2 PIR	Embedded wireless controls by nLight with Passive Infrared Occ sensor and on/off photocell for 8-15' mounting heights.	DBLBXD	Textured black
DSLE	Dual Switching (Two Driver, 2 Light Engines)	NLTAIR2 PIRH	Embedded wireless controls by nLight with Passive Infrared Occ sensor and on/off photocell for 15-30' mounting heights.	DNATXD	Textured natural aluminum
CCE	Coastal Construction[9]	NLTAIRE2 PIR	Embedded wireless controls by nLight with UL924 listed emergency operation, Passive Infrared Occ sensor and on/off photocell for 8-15' mounting heights[7]	DMHXD	Textured white
		NLTAIRE2 PIRH	Embedded wireless controls by nLight with UL924 listed emergency operation, Passive Infrared Occ sensor and on/off photocell for 15-30' mounting heights[7]	DSSTXD	Textured sandstone
		See page 4 for out of box functionality			

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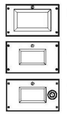
Accessories

Ordered and shipped separately

WDGEAWS DDBXD — WDGE2 10inch Architectural Wall Spacer (specify finish)
WDGE2PBBW DDBXD U — WDGE2 surface-mounted back box (specify finish)

NOTES
1 P1, P2 not available with sensors/controls. Sensors/controls only available with P3SW, P2SW and P3SW.
2 30K not available in 90CRI.
3 347V and 480V not available with E4WH, E10WH, E20WC, DS or DSLE.
4 Not qualified for DLC. Not available with emergency battery backup or sensors/controls.
5 For PBBW and AWS with CCE option,require an RFA.
6 PE not available in 480V or with sensors/controls.
7 DS option not available with E4WH, E10WH, E20WC or sensors/controls.
8 DMG option not available with sensors/controls.
9 Available with MVOLT only and only rated to 25C ambient.



Default configuration with no sensors/controls.
Power Packages: P1, P2, P3, P4, P5

Small Window (SW) configuration
Power Packages: P1SW, P2SW, P3SW

Configuration with sensors/controls
Power Packages: P1SW, P2SW, P3SW

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

Performance Package	System Watts	Dist. Type	27K (2700K, 80 CRI)				30K (3000K, 80 CRI)				35K (3500K, 80 CRI)				40K (4000K, 80 CRI)				50K (5000K, 80 CRI)			
			Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	Lumens	LPW	B	U	G
P1 / P1SW	10W	VF	1,166	119	0	0	0	1,209	123	0	0	0	1,221	128	0	0	0	1,254	128	0	0	0	1,254	128	0	0	0
		VW	1,197	122	0	0	0	1,241	126	0	0	0	1,284	131	0	0	0	1,289	131	0	0	0	1,286	131	0	0	0
P2 / P2SW	15W	VF	1,878	129	1	0	0	1,947	134	1	0	0	2,015	139	1	0	0	2,023	139	1	0	0	2,019	139	1	0	0
		VW	1,927	133	1	0	0	1,997	137	1	0	0	2,067	142	1	0	0	2,075	143	1	0	0	2,071	143	1	0	0
P3 / P3SW	23W	VF	2,908	129	1	0	0	3,015	134	1	0	0	3,119	138	1	0	0	3,132	139	1	0	0	3,126	139	1	0	0
		VW	2,983	132	1	0	0	3,093	137	1	0	0	3,200	142	1	0	0	3,213	143	1	0	0	3,206	142	1	0	0
P4	35W	VF	4,096	117	1	0	1	4,247	121	1	0	1	4,394	126	1	0	1	4,412	126	1	0	1	4,403	126	1	0	1
		VW	4,202	120	1	0	0	4,357	125	1	0	1	4,508	129	1	0	1	4,526	129	1	0	1	4,517	129	1	0	1
P5	48W	VF	5,567	115	1	0	1	5,772	119	1	0	1	5,972	123	1	0	1	5,996	124	1	0	1	5,984	124	1	0	1
		VW	5,711	118	1	0	1	5,921	122	1	0	1	6,127	126	1	0	1	6,151	127	1	0	1	6,139	127	1	0	1

Electrical Load

Performance Package	System Watts	Current (A)					
		120V	208V	240V	277V	347V	480V
P1 / P1SW	10W	0.082	0.049	0.043	0.038	--	--
	13W	--	--	--	--	0.046	0.033
P2 / P2SW	15W	0.132	0.081	0.072	0.064	--	--
	18W	--	--	--	--	0.056	0.041
P3 / P3SW	23W	0.195	0.114	0.100	0.088	--	--
	26W	--	--	--	--	0.079	0.058
P4	35W	0.302	0.175	0.152	0.134	--	--
	38W	--	--	--	--	0.115	0.086
P5	48W	0.434	0.241	0.211	0.184	--	--
	52W	--	--	--	--	0.157	0.119

Lumen Multiplier for 90CRI

CCT	Multiplier
27K	0.845
30K	0.867
35K	0.845
40K	0.885
50K	0.898

Lumen Output in Emergency Mode (4000K, 80 CRI)

Option	Dist. Type	Lumens
E4WH	VF	646
	VW	647
E10WH	VF	1,658
	VW	1,701
E20WC	VF	2,840
	VW	2,913

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient		Lumen Multiplier
0°C	32°F	1.03
10°C	50°F	1.02
20°C	68°F	1.01
25°C	77°F	1.00
30°C	86°F	0.99
40°C	104°F	0.98

Projected LED Lumen Maintenance

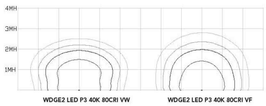
Data references the extrapolated performance projections for the platforms noted in a 25°C ambient, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate L(Z, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	0	25,000	50,000	100,000
Lumen Maintenance Factor	1.0	>0.96	>0.95	>0.91

Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit the Lithonia Lighting WDGE LED homepage. Tested in accordance with IESNA LM-79 and LM-80 standards.



WDGE2 LED P3 40K 80CRI VW — WDGE2 LED P3 40K 80CRI VF

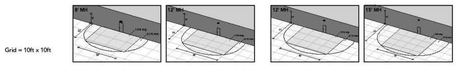
Emergency Egress Options

Emergency Battery Backup

The emergency battery backup is integral to the luminaire — no external housing required! This design provides reliable emergency operation while maintaining the aesthetics of the product. All emergency battery backup configurations include an independent secondary driver with an integral relay to immediately detect loss of normal power and automatically energize the luminaire. The emergency battery will power the luminaire for a minimum duration of 90 minutes (maximum duration of three hours) from the time normal power is lost and maintain a minimum of 60% of the light output at the end of 90minutes.

Applicable codes: NFPA 70/NEC – section 700.16, NFPA 101 Life Safety Code Section 7.9

The examples below show illuminance of 1 fc average and 0.1 fc minimum in emergency mode with E10WH or E20WC and VF distribution.

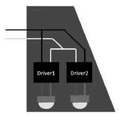


WDGE2 LED xx 40K 80CRI VF MVOLT E10WH — WDGE2 LED xx 40K 80CRI VF MVOLT E20WC

Dual Switching (DS) Option

The dual switching option offers operational redundancy that certain codes require. With this option the luminaire comes integrated with two drivers and two light engines. These work completely independent to each other so that a failure of any individual component does not cause the whole luminaire to go dark.

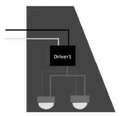
Applicable codes: NFPA 70/NEC – section 700.16, NFPA 101 Life Safety Code Section 7.9



Dual Switching Light Engine (DSLE) Option

The dual switching option offers operational redundancy that certain codes require. With this option the luminaire comes integrated with one driver and two light engines. These work completely independent to each other so that a failure of either light engine does not cause the whole luminaire to go dark.

Applicable codes: NFPA 70/NEC – section 700.16, NFPA 101 Life Safety Code Section 7.9



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Control / Sensor Options

Motion/Ambient Sensor (PIR _ PIRH _)

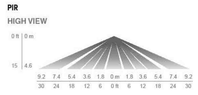
Motion/Ambient sensor (Sensor Switch MSCO) is integrated into the the luminaire. The sensor provides both Motion and Daylight based dimming of the luminaire. For motion detection, the sensor utilizes 100% Digital Passive Infrared (PIR) technology that is tuned for walking size motion while preventing false tripping from the environment. The integrated photocell enables additional energy savings during daytime periods when there is sufficient daylight. Optimize sensor coverage by either selecting PIR or PIRH option. PIR option comes with a sensor lens that is optimized to provide maximum coverage for mounting heights between 8-15ft; while PIRH is optimized for 15-40ft mounting height.

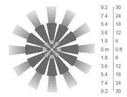
Networked Control (NLTAIR2)

nLight® AIR is a wireless lighting controls platform that allows for seamless integration of both indoor and outdoor luminaires. Five-tier security architecture, 900 MHz wireless communication and app (CLAIRITY™ Pro) based configurability combined together make nLight® AIR a secure, reliable and easy to use platform.

PIR

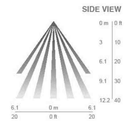
HIGH VIEW



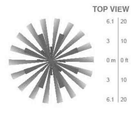


PIRH

SIDE VIEW



TOP VIEW



Option	Dim Level	High Level (when triggered)	Photocell Operation	Motion Time Delay	Ramp-down Time	Ramp-up Time
PIR or PIRH	Motion - 3V (37% of full output) Photocell - ON (turned off)	10V (100% output)	Enabled at 5fc	5 min	5 min	Motion - 3 sec Photocell - 45 sec
PIR1FC3V, PIRH1FC3V	Motion - 3V (37% of full output) Photocell - ON (turned off)	10V (100% output)	Enabled at 1fc	5 min	5 min	Motion - 3 sec Photocell - 45 sec
NLTAIR2 PIR, NLTAIR2 PIRH (out of box)	Motion - 3V (37% of full output) Photocell - ON (turned off)	10V (100% output)	Enabled at 5fc	7.5 min	5 min	Motion - 3 sec Photocell - 45 sec

UL 924 Response – nLight AIR Devices with EM Option

- NLTAIREM2 devices will remain at their high-end trim and ignore wireless lighting control commands, unless a normal-power-sensed (NPS) broadcast is received at least every 8 seconds.
- Using the CLAIRITY+ mobile app, NLTAIREM2 devices must be associated with a group that includes a normal power sensing device to receive NPS broadcasts.
- The non-emergency devices, NLTAIR2 PIR and NLTAIR2 PIRH, with version 3.4 or later firmware can be used for normal power sensing.

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Mounting, Options & Accessories



NLTAIR2 PIR – nLight AIR Motion/Ambient Sensor
D = 7"
H = 11"
W = 11.5"



PBBW – Surface-Mounted Back Box Use when there is no junction box available.
D = 1.75"
H = 9"
W = 11.5"



AWS – 3/8inch Architectural Wall Spacer
D = 0.38"
H = 4.4"
W = 7.5"

FEATURES & SPECIFICATIONS

INTENDED USE
Common architectural look, with clean rectilinear shape, of the WDGE LED was designed to blend with any type of construction, whether it be tilt-up, frame or brick. Applications include commercial offices, warehouses, hospitals, schools, malls, restaurants, and other commercial buildings.

CONSTRUCTION
The single-piece die-cast aluminum housing integrates secondary heat sinks to optimize thermal transfer from the internal light engine heat sinks and promote long life. The driver is mounted in direct contact with the casting for a low operating temperature and long life. The die-cast door frame is fully gasketed with a one-piece solid silicone gasket to keep out moisture and dust, providing an IP66 rating for the luminaire.

FINISH
Exterior painted parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling. Standard Super Durable colors include dark bronze, black, natural aluminum, sandstone and white. Available in textured and non-textured finishes.

OPTICS
Well crafted reflector optics allow the light engine to be recessed within the luminaire, providing visual comfort, superior distribution, uniformity, and spacing in wall-mount applications. The WDGE LED has zero uplight and qualifies as a Nighttime Friendly™ product, meaning it is consistent with the LEED® and Green Globes™ criteria for eliminating wasteful uplight.

ELECTRICAL
Light engine consists of high-efficacy LEDs mounted to metal-core circuit boards to maximize heat dissipation and promote long life (up to L91/100,000 hours at 25°C). The electronic driver has a power factor of >90%, THD <20%. Luminaire comes with built in 6kV surge protection, which meets a minimum Category C low exposure (per ANSI/IEEE C62.41.2). Fixture ships standard with 0-10v dimmable driver.

INSTALLATION
A universal mounting plate with integral mounting support arms allows the fixture to hinge down for easy access while making wiring connections. The 3/8" Architectural Wall Spacer (AWS) can be used to create a floating appearance or to accommodate small imperfections in the wall surface. The ICW option can be used to mount the luminaire inverted for indirect lighting in dry and damp locations. Design can withstand up to a 3 G-vibration load rating per ANSI C136.31.

LISTINGS
CSA certified to U.S. and Canadian standards. Luminaire is IP66 rated. PIR options are rated for wet location. Rated for -40°C minimum ambient. DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.DesignLights.org/QPL to confirm which versions are qualified. International Dark-Sky Association (IDA) Fixture Seal of Approval (FSA) is available for all products on this page utilizing 2700K and 3000K color temperature only and SRM mounting only.

GOVERNMENT PROCUREMENT
BABA – Build America Buy America: Product qualifies as produced in the United States under the definitions of the Build America, Buy America Act.
Please refer to www.acuitybrands.com/buy-american for additional information.

WARRANTY
5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at:
www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

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DENVER, CO 80202
PHONE: 303.436.9551

KITE ROUTE CROSSING
0 Canary Lane
Superior CO 80027

NOT FOR CONSTRUCTION

Issue Date

Project Status

Revisions:

Date	No.	Remarks

LIGHTING CUTSHEETS

E1.1

FOR REVIEW ONLY - NOT FOR CONSTRUCTION

IMEG 7600 E ORCHARD ROAD SUITE 250-S GREENWOOD VILLAGE, CO 80111 P: 303.796.6000
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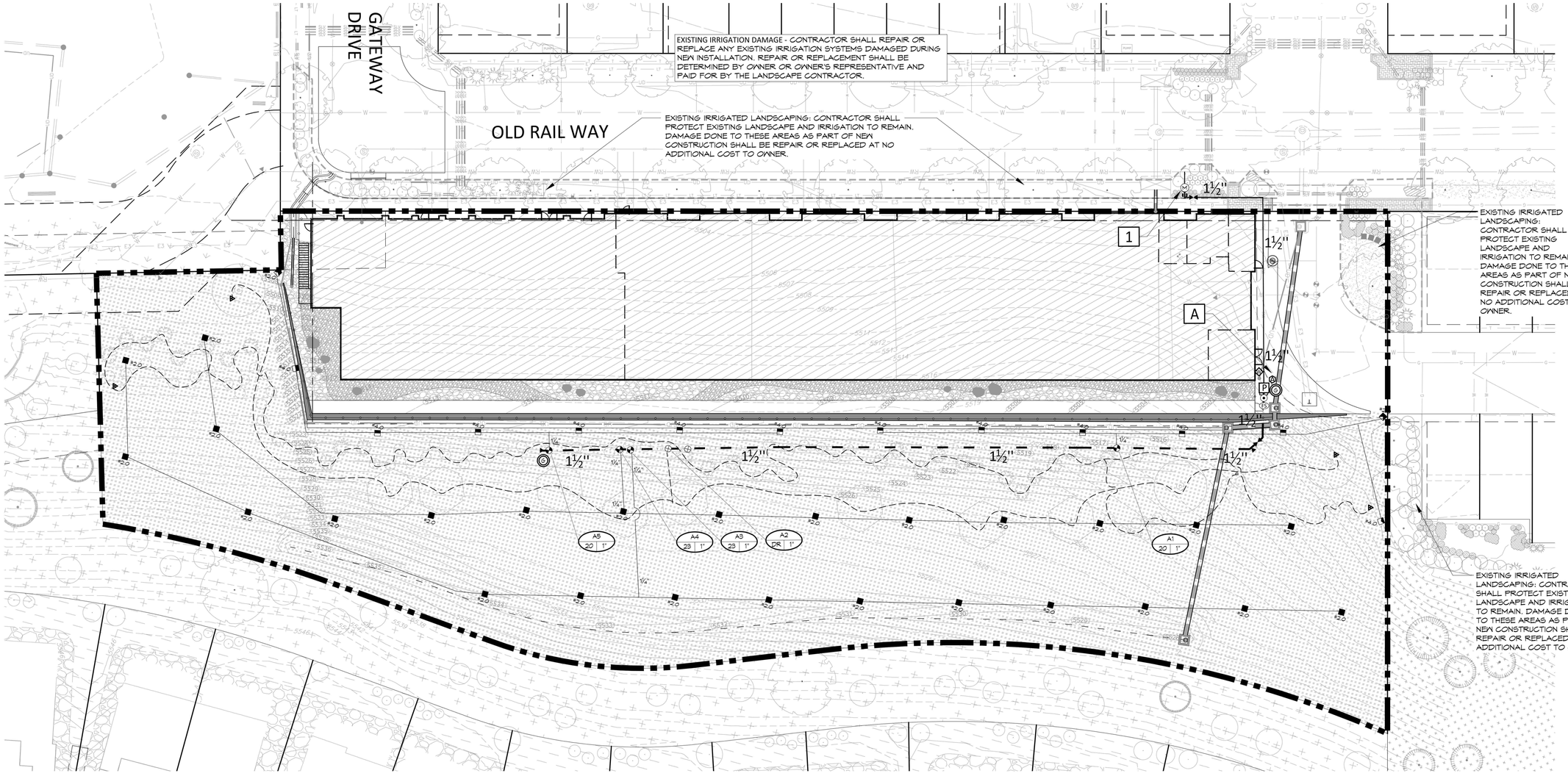

1 POINT OF CONNECTION #1 - 1" NON-POTABLE

PEAK FLOW REQUIREMENT: 26 GPM. REQUIRED STATIC PRESSURE: 65 PSI MIN. (BOOSTER PUMP WILL BE REQUIRED TO PRODUCE 95 PSI MIN. PSI).

TIE ONTO EXISTING 4" PVC NON-POTABLE STUB-OUT AT 54" DEPTH IN THIS APPROXIMATE LOCATION (RE:CIVIL PLANS). INSTALL ONE 1" CORP. STOP, ONE 1" METER AND METER PIT (PER TOWN OF SUPERIOR STANDARDS AND DETAILS) AND EXTEND 1" TYPE K SOFT COPPER AT 54" MINIMUM DEPTH TO ONE 1" STOP AND WASTE VALVE. AFTER S&W VALVE UPSIZE TO 1.5" AND RAISE PIPE DEPTH TO 24", INSTALL ONE 1.5" GATE VALVE AND EXTEND 1.5" HDPE POLY SERVICE LINE TO BOOSTER PUMP LOCATION, USE A CONTINUOUS LENGTH OF PIPE AND FUSION WELD ANY FITTINGS AS REQUIRED. INSTALL ONE BOOSTER PUMP ASSEMBLY 2 HP, 240V -1 PHASE), ONE QUICK COUPLING VALVE, ONE 1" FLOW SENSOR, ONE 1" MASTER VALVE (AT 24" DEPTH) AND EXTEND NEW 1.5" PVC MAINLINE AS SHOWN. 240 VOLT, SINGLE PHASE POWER IS AVAILABLE WITHIN 15 LF. OF PUMP LOCATION FROM METER POWER PEDESTAL (REFER TO ELECTRICAL PLANS). ELECTRICAL METER, WIRE/CONDUIT, STEP-DOWN TRANSFORMER (IF REQUIRED) AND POWER CONNECTION TO PUMP IS BY CONTRACTOR WITH WORK CONFORMING TO LOCAL CODES. EXTEND ONE PE89 SHIELDED CABLE FROM FLOW SENSOR TO DATA RETRIEVAL UNIT LOCATED IN CONTROLLER "A". EXTEND 4 UFUL14# WIRE (TWO ORANGE AND TWO BLUE) AND CONNECT 2 OF THE WIRES FROM THE MASTER VALVE TO THE DATA RETRIEVAL BOARD IN CONTROLLER "A". SEE DETAIL SHEET FOR REQUIRED PIPE LENGTHS UPSTREAM AND DOWNSTREAM OF FLOW SENSING UNIT. WORK SHALL CONFORM TO LOCAL CODE. FEES AND PERMITS ASSOCIATED WITH WORK ARE TO BE OBTAINED AND PAID FOR BY CONTRACTOR.

A CONTROLLER LOCATION "A"

PEDESTAL MOUNT ONE TORO SENTINEL SBAPS1U CONTROLLER, AT INDICATED LOCATION. 120 VOLT POWER IS AVAILABLE WITHIN 15 LF. OF CONTROLLER LOCATION FROM METER POWER PEDESTAL (REFER TO ELECTRICAL PLANS). ELECTRICAL METER, WIRE/CONDUIT, STEP-DOWN TRANSFORMER (IF REQUIRED) AND POWER CONNECTION TO CONTROLLER IS BY CONTRACTOR WITH WORK CONFORMING TO LOCAL CODES. EXTEND PE89 SHIELDED CABLE FROM THE FLOW SENSOR AND 4 #14 UFUL WIRES (TWO BLUE AND TWO ORANGE) FROM MASTER VALVE TO ASSOCIATED CONTROLLER. CONNECT WIRES TO THE APPROPRIATE SENSOR INPUT PORTS. FEES AND PERMITS ASSOCIATED WITH WORK ARE TO BE OBTAINED AND PAID BY CONTRACTOR. FINAL CONTROLLER LOCATION SHALL BE APPROVED BY CONSULTANT OR OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION. MOUNT ONE RAIN/FREEZE SENSOR ON A POLE WHERE THERE IS 20 FT. OF CLEARANCE FROM ANY OVERHANG OR OBSTRUCTING FEATURE. INSTALL RAIN/FREEZE SENSOR RECEIVER IN CONTROLLER ENCLOSURE. FINAL RAIN/FREEZE SENSOR LOCATION SHALL BE APPROVED BY CONSULTANT OR OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

NORTH

SCALE: 1" = 20'

0 10' 20' 40' 80'

REFER TO SHEET

IR1.1	IRRIGATION PLAN
IR1.2	IRRIGATION NOTES & SCHEDULE
IR1.3 TO IR1.5	IRRIGATION DETAILS

KENNETH JAMES DIXON 011099 Irrigation Designer COLORADO

KDI HydroSystems

Irrigation Consulting & Water Management

13949 W. Colfax Ave, Suite 260 Lakewood, Colorado 80401

o: 303.980.5327 www.hydrosystemskdi.com

LOT 21 BLOCK 1 DISCOVERY OFFICE PARK
FINAL DEVELOPMENT PLAN NO. 4
SUPERIOR, COLORADO

REVISIONS

NO.	DESCRIPTION	DATE
1	TOWN COMMENTS	07/31/25

Vested Rights:
This Plan constitutes a Site Specific Development Plan as defined in Section 24-68-101, et, seq., C.R.S., and Chapter 16 of the Superior Municipal Code. The terms and conditions of such plan approval are contained in Resolution No._____ adopted by the Town Council on _____ and available at the , available at the Superior Town Hall, 124 East Coal Creek Drive, Superior, Colorado.

DESIGNED BY:	KJD	DATE:	5/22/2025
DRAWN BY:	KJD	SCALE:	NONE
CHECKED BY:	JSB		
JOB NO.:	365.001		
DWG NAME:			

IRRIGATION PLAN

SHEET: IR1.1

IRRIGATION CONSTRUCTION NOTES

1. DRAWINGS AND BASE INFORMATION – ALL BASE AND PLANTING INFORMATION HAVE BEEN PROVIDED BY TEXTURE GREEN. THE CONTRACTOR IS RESPONSIBLE TO NOTIFY HYDROSYSTEMS*KDI OF ANY DISCREPANCIES BETWEEN THE UTILITY OR PLANTING PLANS AND THE IRRIGATION PLAN. IF CONTRACTOR FAILS TO NOTIFY HYDROSYSTEMS*KDI AND MAKES CHANGES TO THE IRRIGATION SYSTEM DESIGN, HE ASSUMES ALL COSTS AND LIABILITIES ASSOCIATED WITH THOSE FIELD CHANGES. REFER TO SPECIFICATIONS FOR ADDITIONAL PROJECT REQUIREMENTS.

2. SYSTEM PRESSURE - HYDROSYSTEMS*KDI HAS CONTACTED THE LOCAL WATER DISTRICT THAT SERVES THIS SITE AND THEY HAVE BEEN TOLD THAT THE STATIC WATER PRESSURE IN THIS AREA SHOULD BE **65** PSI. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY PRESSURE PRIOR TO COMMENCING ANY CONSTRUCTION AND NOTIFY HYDROSYSTEMS*KDI OF ANY VARIANCE FROM THE STATED PRESSURE IMMEDIATELY. WRITTEN DOCUMENTATION OF PRESSURE TEST AND RESULTS SHALL BE PROVIDED TO HYDROSYSTEMS*KDI AT CONSTRUCTION ONSET. IF CONTRACTOR FAILS TO FIELD VERIFY PRESSURE AND/OR NOTIFY HYDROSYSTEMS*KDI OR ANY VARIATIONS FROM THIS PRESSURE, THEN HE ASSUMES ALL CONSTRUCTION AND ENGINEERING COSTS ASSOCIATED WITH SYSTEM MODIFICATIONS REQUIRED TO ACCOMMODATE ACTUAL SITE PRESSURE. THIS SYSTEM HAS BEEN DESIGNED FOR A REQUIRED STATIC PRESSURE OF **65** PSI MINIMUM AND A BOOSTER PUMP WILL BE REQUIRED, REFER TO POC NOTES FOR BOOST REQUIREMENTS.

3. IRRIGATION SYSTEM OPERATION INTENT - THIS IRRIGATION SYSTEM HAS BEEN DESIGNED TO IRRIGATE THE ESTABLISHED LANDSCAPE WITHIN A SIX NIGHT PER WEEK, SIX HOUR PER NIGHT WATERING WINDOW. ESTABLISHMENT WATERING WILL REQUIRE UP TO TWICE AS MUCH IRRIGATION FOR A FOUR TO SIX WEEK PERIOD. THE DESIGN IS BASED ON THE FOLLOWING PROJECTED WEEKLY APPLICATION RATES AFTER ESTABLISHMENT. THESE FIGURES ARE BASED ON A 30-YEAR AVERAGE WEATHER DATA AND WILL NEED TO BE ADJUSTED DUE TO SEASONAL CHANGES AND WEATHER CONDITIONS ABOVE AND BELOW THE AVERAGE VALUES UTILIZED.

ORNAMENTAL PLANTINGS	0.74" PER WEEK PEAK SEASON
NATIVE SEED MIXES	0.95" PER WEEK PEAK SEASON (TWO SEASONS)

IT IS THE INTENT OF THIS DESIGN THAT NATIVE AREAS WOULD ONLY BE IRRIGATED FOR ESTABLISHMENT.

4. EQUIPMENT INSTALLATION - IT IS THE INTENT OF THIS DESIGN THAT ALL IRRIGATION EQUIPMENT BE INSTALLED WITHIN PROPERTY LIMITS AND WITHIN LANDSCAPED AREAS. ANY EQUIPMENT OTHER THAN VALVE BOXES OR SLEEVING THAT CONTAINS PIPE OR WIRES SHOWN OUTSIDE OF THESE LIMITS IS SHOWN IN THAT LOCATION FOR GRAPHICAL CLARITY ONLY. ALL VALVE BOXES SHALL BE INSTALLED A MINIMUM OF 2'-0" FROM EDGE OF ANY PAVED SURFACES UNLESS INDICATED ON PLANS. ALL VALVE BOXES SHALL BE PLACED A MINIMUM OF 3'-0" FROM THE CENTERLINE OF ANY DRAINAGE SWALE. ALL VALVE BOXES WITHIN PAVEMENT SHALL BE TIER 15 RATED BOXES FOR HEAVY DUTY NON-DELIBERATE TRAFFIC. BOX LID COLOR SHALL MATCH ADJACENT MATERIALS, I.E. GREEN IN TURF, TAN IN WOOD MULCH, GREY IN STONE MULCH, PURPLE FOR RECLAIMED WATER SYSTEMS (IF REQUIRED). REFER TO LANDSCAPE PLANS FOR MATERIAL COLORS AND TYPES.

5. MANUAL DRAIN VALVES - CONTRACTOR TO INSTALL ONE MANUAL DRAIN VALVE ON PRESSURE SUPPLY LINE DIRECTLY DOWNSTREAM OF BACKFLOW PREVENTER AND AT ALL LOW POINTS AND DEAD ENDS OF PRESSURE SUPPLY PIPING TO INSURE COMPLETE DRAINAGE OF SYSTEM. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THESE LOCATIONS IN-FIELD AND INSTALLATION LOCATIONS SHALL BE NOTED ON AS-BUILTS.

6. POP-UP SPRAY NOZZLES - CONTRACTOR TO INSTALL PLASTIC NOZZLES ON ALL POP-UP SPRAY HEADS. INSTALL 15 SERIES NOZZLES ON ALL HEADS SPACED AT 12' TO 14'. INSTALL 12 SERIES NOZZLES ON ALL HEADS SPACED 10' TO 11'. INSTALL 10 SERIES NOZZLES ON ALL HEADS SPACED AT 8' TO 9'. INSTALL 8 SERIES NOZZLES ON ALL HEADS SPACED AT 6' TO 7'. INSTALL 5' NOZZLES ON ALL HEADS SPACED AT 5'. INSTALL SIDE STRIP NOZZLES ON ALL HEADS WITH AN "S" DESIGNATION AND RIGHT AND LEFT CORNER STRIP NOZZLES ON ALL HEADS WITH AN "L" OR "R" DESIGNATION. VARIABLE ARC NOZZLES SHOULD BE UTILIZED ADJACENT TO CURVILINEAR SHRUB BEDS OR FOR ANY ANGLES THAT ARE NOT A STANDARD NOZZLE ANGLE. WHERE INDICATED, INSTALL LOW FLOW SQ SERIES SQUARE NOZZLES AT SPACING SHOWN.

7. DRIP IRRIGATION - REFER TO IRRIGATION DETAIL SHEET FOR DRIP EMITTER QUANTITIES AND PLACEMENT.

8. UNLABELED PIPING - ALL UNLABELED LATERAL PIPING SHALL BE 1" MINIMUM UNLESS OTHERWISE NOTED.

9. SLEEVING - ALL SLEEVING UNDER PAVED SURFACES SHOWN ON PLANS IS BY CONTRACTOR UNLESS OTHERWISE NOTED. SLEEVING SHALL BE INSTALLED IN THE SIZES AND QUANTITIES SHOWN ON PLANS OR BASED ON THE SCHEDULE BELOW. WHERE SLEEVES ARE SHOWN, BUT NOT LABELED, FOLLOW THE SCHEDULE BELOW. ALL MAINLINE, CONTROL WIRES AND DRIP LINES UNDER PAVED SURFACES ARE TO BE INSTALLED IN SLEEVING. ALL MAINLINE SLEEVE LOCATIONS TO INCLUDE A SEPARATE WIRE SLEEVE.

SLEEVED PIPE SIZE/WIRE QUANTITY	REQUIRED SLEEVE SIZE & (QUANTITY)
3/4" - 1 1/4" PIPING	2" PVC (1)
1 1/2" - 2.5 " PIPING	4" PVC (1)
2-WIRE CABLE	2" PVC (1)

10. ADJUSTMENT - CONTRACTOR SHALL FINE TUNE/ADJUST THE IRRIGATION SYSTEM TO REDUCE/AVOID OVERSPRAY ONTO HARD SURFACES BY ADJUSTING NOZZLE DIRECTION AND NOZZLE RADIUS.

11. 2-WIRE SYSTEM NOTES - CONTRACTOR SHALL INSTALL ALL TWO-WIRE COMPONENTS PER MANUFACTURES RECOMMENDATIONS AND STANDARDS.
    - 11.1. CONTRACTOR SHALL USE ONLY MANUFACTURED 2-WIRE DECODER CABLE (SEE SCHEDULE FOR SPECIFIC 2-WIRE CABLE).
    - 11.2. ONLY USE SINGLE STATION DECODERS (SEE SCHEDULE FOR SPECIFIC MODEL).
    - 11.3. ONLY USE SENSOR DECODER FOR FLOW SENSOR (SEE SCHEDULE FOR SPECIFIC MODEL) IF INDICATED ON PLANS.
    - 11.4. LOOP 5' OF 2-WIRE DECODER CABLE INTO ALL VALVE BOXES (WITH DECODERS AND SPLICES) FOR MAINTENANCE.
    - 11.5. USE ONLY 3M DBR-6 WATERPROOF CONNECTORS ON ALL WIRE SPLICES AND ALL WIRE SPLICES ARE TO BE MADE WITHIN A VALVE BOX WITH CONTROL VALVES OR A SEPARATE 10" ROUND VALVE BOX FOR WIRE SPLICES.
    - 11.6. INSTALL SURGE PROTECTOR RODS OR PLATES 8 LF. FROM VALVES, DECODERS, AND COMMUNICATION WIRE.
    - 11.7. GROUND ALL DECODERS AND DECODER WIRE A MINIMUM OF EVERY 600' OF WIRE OR EVERY 8TH DECODER AND AT ALL ENDS OF 2-WIRE DECODER CABLE RUN.
    - 11.8. LOOP EXTRA 10' OF 2-WIRE DECODER CABLE INTO A VALVE BOX AT PHASING LINES FOR FUTURE CONNECTION (IF INDICATED ON PLANS).

12. SIMULTANEOUS ZONE OPERATION - THIS IRRIGATION SYSTEM HAS BEEN DESIGNED TO OPERATE MULTIPLE ZONES SIMULTANEOUSLY BASED ON INDIVIDUAL ZONE FLOW. THE DESIGN IS INTENDED TO OPERATE MULTIPLE VALVES, UP TO THE MAXIMUM FLOW IN THE POINT OF CONNECTION NOTE. REFER TO CONTROLLER SPECIFICATION FOR MAXIMUM SIMULTANEOUS VALVE COUNT.

IRRIGATION SCHEDULE - CITY ROW

SYMBOL	MANUFACTURER	MODEL NO.	DESCRIPTION	DETAIL NO.
#2.0 #4.0 #4.0 #2.0	RAIN BIRD	5012-PL-PC-SAM-R-NP WITH #NOZ	HI-POP GEAR DRIVEN ROTOR	14
	RAIN BIRD	PESB-R W/ SB-DAC-1	ELECTRIC CONTROL VALVE W/ DECODER	11 & 12
	RAIN BIRD	44-NP	QUICK COUPLING VALVE	7
N/S	MATCO	201X	MANUAL DRAIN VALVE	8
A	TORO	SBAPS1U & SHHR	ELECTRIC CONTROLLER & HAND HELD REMOTE	1 & 2
R	TORO	TWRFS	RAIN/FREEZE SHUT-OFF DEVICE	3
	RAIN BIRD	PESB-R	1" MASTER CONTROL VALVE	4
FS	TORO	TFS-200	1" FLOW SENSOR	5
		LINE SIZE - 2 1/2" AND SMALLER	GATE VALVE	6
		CLASS 200 BE - 2 1/2" & SMALLER	PVC MAINLINE -PURPLE	9
		CLASS 200 BE	PVC LATERAL -PURPLE	9
		CLASS 160	PVC SLEEVING	10
	TORO	BLUE STRIPE	POLY DRIP TUBING -3/4" MIN. WIDTH -PURPLE	18
	RAIN BIRD	XCZ-100-PRF-R W/ SB-DAC-1	DRIP VALVE ASSEMBLY W/ DECODER	15 & 12
			DRIP LINE BLOW-OUT STUB	16
N/S	RAIN BIRD	XERI-BUG	DRIP EMITTERS	17
B	TORO	SB-BLA	SURGE PROTECTION	13
N/S	PAIGE	P7350D	2-WIRE DECODER CABLE	N/S
M			WATER METER	DWG.B.4 & DWG.B.5.
			STOP-N-WASTE	N/S
		DR11	HDPE POLY -SERVICE LINE	9
P	PRECISION PUMPING SYSTEMS	(POC#2) MODEL ##V1C002X00023-045XXXK241ONS, 23 GPM @ 45 PSI BOOST, 2 HP, 240V -SINGLE PHASE	BOOSTER PUMP ASSEMBLY	18-20

GPM — CONTROLLER & STATION NO. / CONTROL VALVE SIZE

Reclaimed Water Notes

THE OWNER/DEVELOPER, THEIR SUCCESSORS AND ASSIGNS, AGREE TO PERFORM THE FOLLOWING CONDITIONS RECLAIMED WATER CONDITIONS:

1. THIS SITE WILL USE RECLAIMED WATER FOR IRRIGATION.
2. THE OWNER/DEVELOPER IS RESPONSIBLE FOR DESIGNING, BUILDING, OPERATING AND MAINTAINING THE RECLAIMED FACILITIES AT THIS SITE IN COMPLIANCE WITH; THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT'S RECLAIMED WATER CONTROL REGULATION NO. 84.
3. APPROVED SIGNS SHALL BE POSTED ON THE SITE TO NOTIFY THE PUBLIC THAT RECLAIMED WATER WILL BE USED FOR IRRIGATION AND IS NOT SAFE TO DRINK.
4. ALL PIPING INCLUDING PRIVATE IRRIGATION SYSTEM PIPING SHALL BE PURPLE (PANTONE PURPLE 522C) TO DIFFERENTIATE RECLAIMED WATER PIPING FROM POTABLE WATER OR OTHER PIPING SYSTEMS. ALL IRRIGATION BOXES AND COVERS, CONTROL VALVES, SPRINKLER HEADS AND OTHER APPURTENANCES ASSOCIATED WITH THE RECLAIMED WATER SYSTEM SHALL BE PURPLE AND LABELED "RECLAIMED" OR "NON-POTABLE" WATER. RECLAIMED METERS SHALL BE PURPLE, HAVE PURPLE REGISTERS AND BE STAMPED "RECLAIM" ON THE MAIN CASE.
5. RECLAIMED WATER HAS A HIGHER LEVEL OF DISSOLVED SOLIDS THAN POTABLE WATER. PLANTS TOLERANT OF HIGH SALINITY SHOULD BE SELECTED FOR USE IN AREAS IRRIGATED WITH, OR THAT MAY POTENTIALLY BE SUPPLIED WITH RECLAIMED WATER. IF PLANT MATERIALS WITH LOWER TOLERANCES ARE USED, THE DEVELOPER SHALL TAKE THOSE STEPS NECESSARY TO PREVENT SALT BUILD-UP IN THE SOIL SURROUNDING THESE PLANTS. PLANTING LOCATIONS. FOR SALT SENSITIVE SPECIES SHOULD HAVE GOOD DRAINAGE AND SOIL PERCOLATION.

POINTS OF CONNECTION & CONTROLLER DATA

TAP NO.	TAP SIZE (INCH)	ASSOCIATED CONTROLLER	CONTROLLER STATION COUNT	PEAK FLOW REQUIREMENT (GPM)	REQUIRED STATIC PRESSURE (PSI)	PRESSURE REDUCING VALVE SETTING (PSI)	BOOSTER PUMP REQUIRED
1	1"	A	200	23	65 MIN.	N/A	YES

PUMP DATA

TAP & PUMP NUMBER	FLOW RATE (GPM)	POWER REQUIREMENTS	PRESSURE BOOST (PSI)
3	23	240V, 1 PHASE	45

REFER TO SHEET

IR1.1	IRRIGATION PLAN
IR1.2	IRRIGATION NOTES & SCHEDULE
IR1.3 TO IR1.5	IRRIGATION DETAILS

KENNETH JAMES DIPAOLO · CERTIFIED IRRIGATION DESIGNER · GOLF COURSE · 011099

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o: 303.980.5327 www.hydrosystemskdi.com

LOT 21 BLOCK 1 DISCOVERY OFFICE PARK
FINAL DEVELOPMENT PLAN NO. 4
SUPERIOR, COLORADO

REVISIONS

NO.	DESCRIPTION	DATE
1	TOWN COMMENTS	07/31/25

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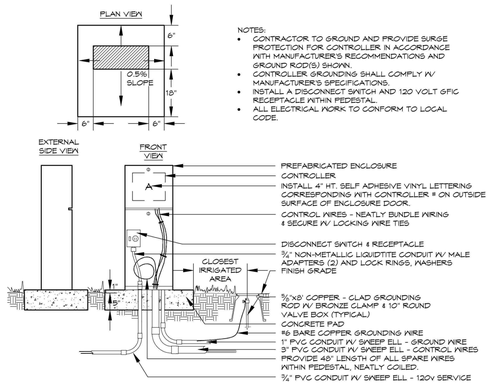
DESIGNED BY: KJD DATE: 5/22/2025
DRAWN BY: KJD SCALE: NONE
CHECKED BY: JSB
JOB NO.: 365.001
DWG NAME:

IRRIGATION NOTES & SCHEDULE

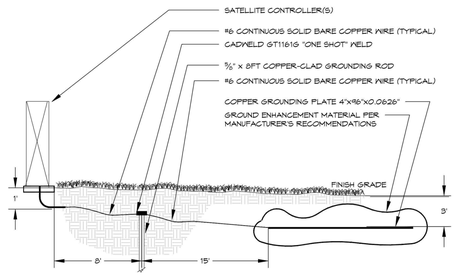
SHEET: IR1.2



ELECTRIC CONTROLLER

PEDESTAL

1



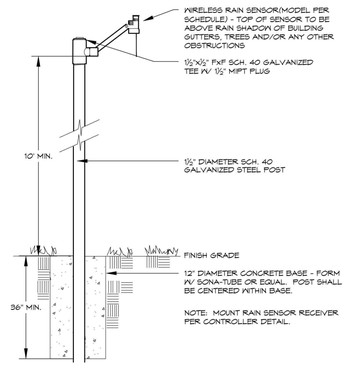
GROUNDING PLATE DESIGN CONSISTS OF ONE VERTICAL 8-FOOT COPPER CLAD GROUNDING ROD (AT LEAST EIGHT FEET FROM THE EQUIPMENT), AND ONE COPPER GROUNDING PLATE PER 40 STATIONS REQUIRING GROUNDING. INSTALL GROUNDING PLATE HORIZONTALLY, THREE FEET DEEP AND 15' FROM THE GROUNDING ROD. SHOULD MULTIPLE RODS/PLATES BE REQUIRED, THEY SHALL BE PLACED A MINIMUM OF 3 LINEAR FEET FROM EACH OTHER. REFER TO ASIC STANDARDS FOR MORE INFORMATION.

NOTE: PERFORM CADWELD CONNECTION TO GROUNDING ROD(S) AND PLACEMENT OF GROUNDING PLATE(S) IN OWNER'S PRESENCE PRIOR TO BACKFILL.

CONTROLLER GROUNDING

TWO-WIRE SYSTEM

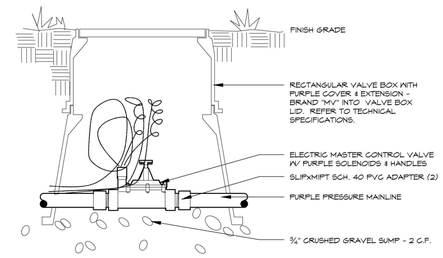
2



WEATHER SENSOR

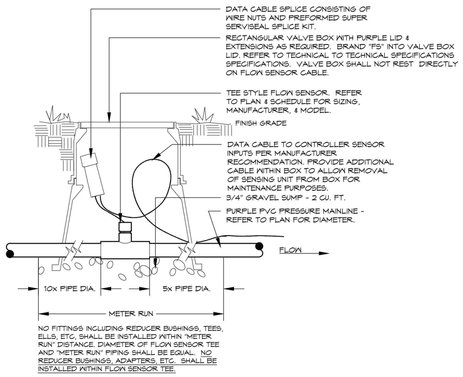
Wireless - Pole Mounted

3



MASTER VALVE

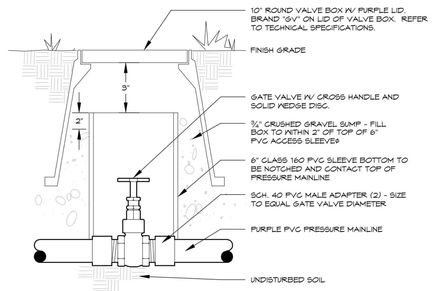
4



FLOW SENSOR

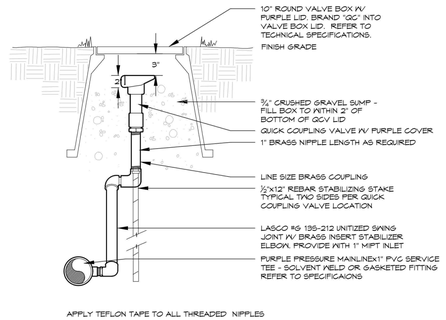
(CITY ONLY) -TEE STYLE

5



GATE VALVE

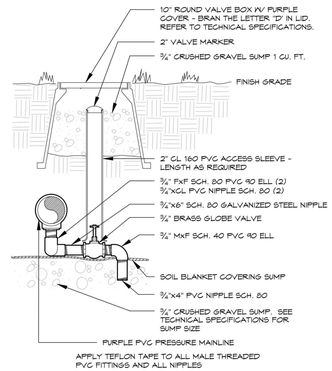
6



APPLY TEFLON TAPE TO ALL THREADED NIPPLES

QUICK COUPLING VALVE

7



APPLY TEFLON TAPE TO ALL MALE THREADED PVC FITTINGS AND ALL NIPPLES

MANUAL DRAIN VALVE

8

REFER TO SHEET

IR1.1	IRRIGATION PLAN
IR1.2	IRRIGATION NOTES & SCHEDULE
IR1.3 TO IR1.5	IRRIGATION DETAILS

KENNETH JAMES DIPALMA
011099
DESIGNER
ON FILE

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LOT 21 BLOCK 1 DISCOVERY OFFICE PARK
FINAL DEVELOPMENT PLAN NO. 4
SUPERIOR, COLORADO

REVISIONS

NO.	DESCRIPTION	DATE
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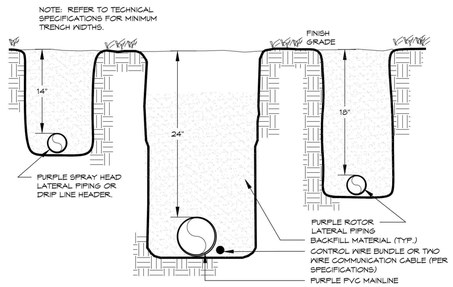
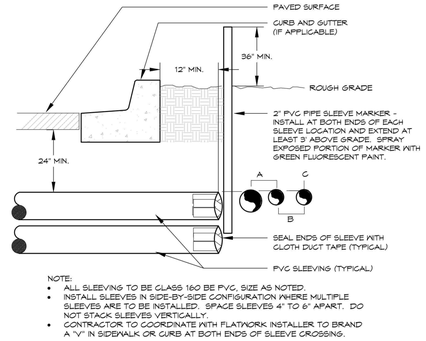
DESIGNED BY: KJD DATE: 5/22/2025
DRAWN BY: KJD SCALE:NONE
CHECKED BY: JSB
JOB NO.: 365.001
DWG NAME:

IRRIGATION DETAILS

SHEET: IR1.3

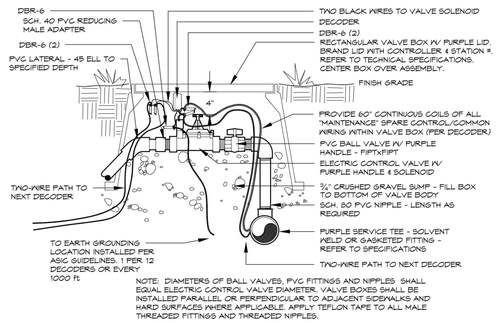


TRENCH 9



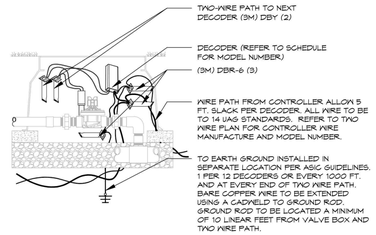
NOTE.
- ALL SLEEVING TO BE CLASS 160 BE PVC, SIZE AS NOTED.
- INSTALL SLEEVES IN SIDE-BY-SIDE CONFIGURATION WHERE MULTIPLE SLEEVES ARE TO BE INSTALLED. SPACE SLEEVES 4" TO 6" APART. DO NOT STACK SLEEVES VERTICALLY.
- CONTRACTOR TO COORDINATE WITH FLATWORK INSTALLER TO BRAND A "V" IN SIDEWALK OR CURB AT BOTH ENDS OF SLEEVE CROSSING.

IRRIGATION SLEEVING 10

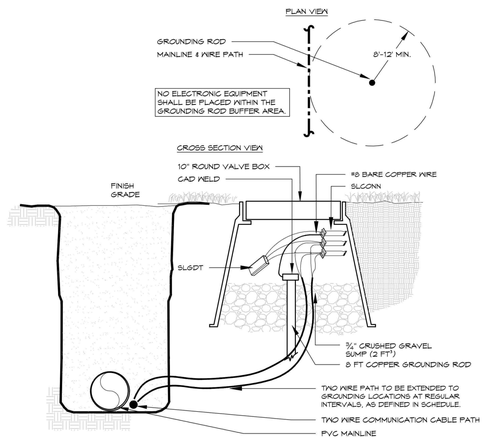


NOTE. DIAMETERS OF BALL VALVES, PVC FITTINGS AND NIPPLES SHALL EQUAL ELECTRIC CONTROL VALVE DIAMETER. VALVE BOXES SHALL BE INSTALLED PARALLEL OR PERPENDICULAR TO ADJACENT SIDEWALKS AND HARD SURFACES WHERE APPLICABLE. APPLY TEFLON TAPE TO ALL MALE THREADED FITTINGS AND THREADED NIPPLES.

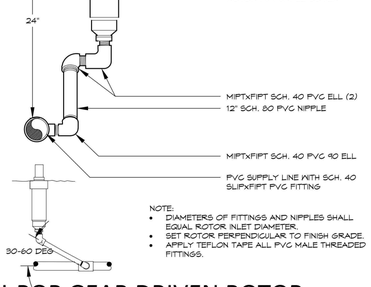
ELECTRIC CONTROL VALVE 11
TWO WIRE SYSTEM



2-WIRE DECODER 12
WIRING DIAGRAM

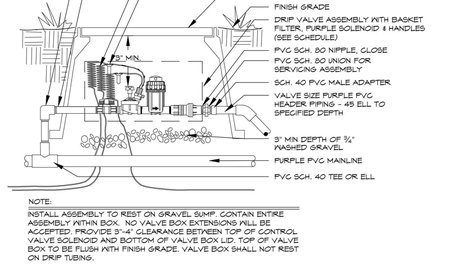


DECODER GROUNDING 13
VIA GROUNDING ROD



NOTE:
- DIAMETERS OF FITTINGS AND NIPPLES SHALL EQUAL ROTOR INLET DIAMETER.
- SET ROTOR PERPENDICULAR TO FINISH GRADE.
- APPLY TEFLON TAPE ALL PVC MALE THREADED FITTINGS.

HI-POP GEAR DRIVEN ROTOR 14
PVC - NON-POTABLE



NOTE:
INSTALL ASSEMBLY TO REST ON GRAVEL SUMP. CONTAIN ENTIRE ASSEMBLY WITHIN BOX. NO VALVE BOX EXTENSIONS WILL BE ACCEPTED. PROVIDE 3"-4" CLEARANCE BETWEEN TOP OF CONTROL VALVE SOLENOID AND BOTTOM OF VALVE BOX LID. TOP OF VALVE BOX TO BE FLUSH WITH FINISH GRADE. VALVE BOX SHALL NOT REST ON DRIP TUBING.

DRIP VALVE 15
TWO-WIRE SYSTEM

REFER TO SHEET

IR1.1	IRRIGATION PLAN
IR1.2	IRRIGATION NOTES & SCHEDULE
IR1.3 TO IR1.5	IRRIGATION DETAILS

KENNETH JAMES RIPPOLD — 011099 — DESIGNER — GOLF COURSE

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LOT 21 BLOCK 1 DISCOVERY OFFICE PARK
FINAL DEVELOPMENT PLAN NO. 4
SUPERIOR, COLORADO

REVISIONS

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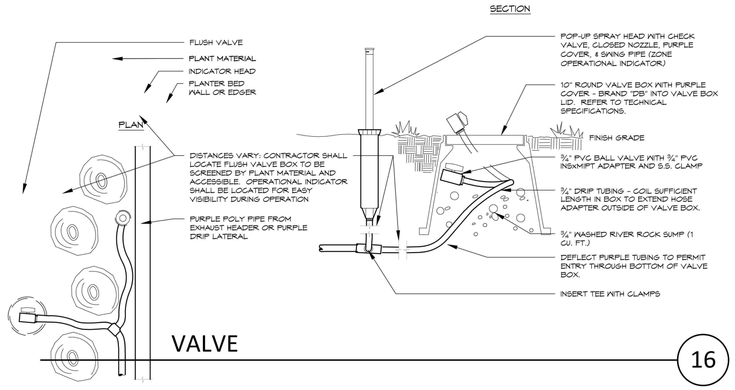
DESIGNED BY:	KJD	DATE:	5/22/2025
DRAWN BY:	KJD	SCALE:	NONE
CHECKED BY:	JSB		
JOB NO.:	365.001		
DWG NAME:			

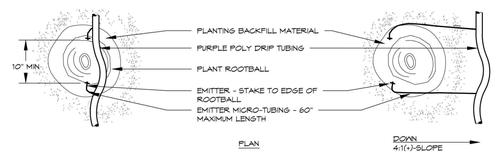
IRRIGATION DETAILS

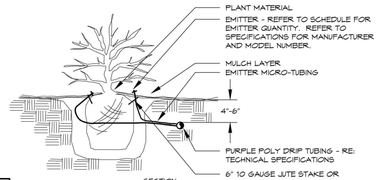
SHEET: IR1.4



VALVE

16





PLANT SIZE	EMITTER FLOW RATE	EMITTER QTY. AT MULCHED BED LOCATIONS	EMITTER QTY. AT NATIVE SEED LOCATIONS
1 - 2 GALLON MATERIAL	0.5 GPH	ONE EACH	ONE EACH
5 GALLON MATERIAL	0.5 GPH	TWO EACH	TWO EACH
1½" CALIPER TREE	1.0 GPH	THREE EACH	FOUR EACH
2" CALIPER TREE	1.0 GPH	FOUR EACH	SIX EACH
2½" CALIPER TREE	1.0 GPH	SIX EACH	EIGHT EACH
3" CALIPER TREE	1.0 GPH	EIGHT EACH	TEN EACH
3½" CALIPER TREE	1.0 GPH	NINE EACH	ELEVEN EACH
4" CALIPER TREE	1.0 GPH	TEN EACH	TWELVE EACH
6 FT. CONIFEROUS TREE	1.0 GPH	FOUR EACH	SIX EACH
8 FT. CONIFEROUS TREE	1.0 GPH	SIX EACH	NINE EACH
10 FT. CONIFEROUS TREE	1.0 GPH	EIGHT EACH	TWELVE EACH
12 FT. CONIFEROUS TREE	1.0 GPH	TEN EACH	FOURTEEN EACH

NOTES:
- INSTALL EMITTERS ON OPPOSING SIDES OF ROOTBALL. THREE OR MORE EMITTERS SHALL BE EQUALLY SPACED AROUND ROOT BALL.
- EMITTERS ARE TO BE INSTALLED TO CLEAR SURFACE BY A MINIMUM OF 1" AND A MAXIMUM OF 2".
- FLUSH ALL LINES THOROUGHLY, INCLUDING EMITTER MICRO-TUBING PRIOR TO EMITTER INSTALLATION.
- IF PLANTING ON A 4:1 SLOPE OR STEEPER, INSTALL BOTH EMITTERS ON UPHILL SIDE OF ROOT BALL.
- EMITTERS SHALL BE SELF-FLUSHING, PRESSURE COMPENSATING-TYPE UNLESS NOTED OTHERWISE WITHIN TECHNICAL SPECIFICATIONS.
- DRIP VALVE ZONES ARE DESIGNED TO ACCOUNT FOR DIFFERENCES IN PLANT REQUIREMENTS (HYDROZONES) AND SUN EXPOSURE.
- CONTRACTOR SHALL ENSURE HYDROZONES ARE VALVED SEPARATELY AS SHOWN ON PLAN.
- SITE CONDITIONS MAY DICTATE THAT MULTIPLE SUN EXPOSURES ARE VALVED TOGETHER DURING THE DESIGN PROCESS. CONTRACTOR SHALL ADJUST EMITTER SCHEDULE AS FOLLOWS:
  - EMITTER QUANTITIES SHALL REMAIN THE SAME BUT EMITTER GALLONAGES SHALL BE DOUBLED FOR PLANTS WITH SOUTH AND WEST EXPOSURES.
  - EMITTER QUANTITIES AND GALLONAGE SHALL BE AS SHOWN IN SCHEDULE FOR PLANTS WITH NORTH AND EAST EXPOSURES.
  - PLANTINGS WITH NORTH AND EAST EXPOSURE SHALL DICTATE VALVE RUN-TIMES AND CONTRACTOR SHALL ADJUST SCHEDULING ACCORDINGLY.

DRIP EMITTER

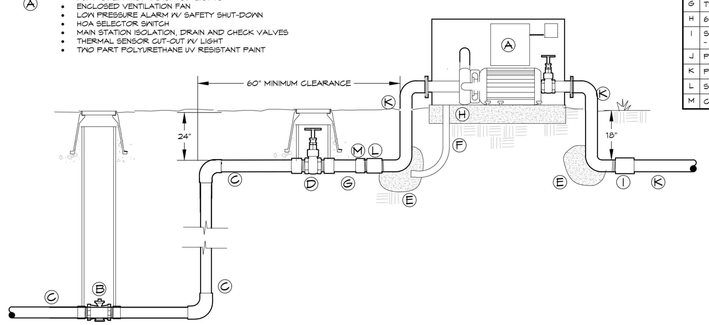
BELOW GRADE - PURPLE PIPE

17

DRIP FLUSH

PREFABRICATED BOOSTER PUMP STATION - PUMP MODEL, HORSEPOWER, INPUT POWER, DISCHARGE PRESSURE AND FLOW CAPACITY PER SCHEDULE. BOOSTER PUMP SHALL BE ACTIVATED/DEACTIVATED VIA FLOW SWITCH. MOUNT BOOSTER PUMP ASSEMBLY TO CONCRETE PAD PER MANUFACTURERS RECOMMENDATIONS. PUMP STATIONS SHALL BE EQUIPPED WITH FOLLOWING COMPONENTS:

- 14 GA. STEEL ENCLOSURE W/ STAINLESS STEEL HINGE LOCKABLE ACCESS COVER (CONTRACTOR TO PROVIDE KEYED LOCK TO OWNER).
- EXTERNAL, LOCKABLE ELECTRICAL DISCONNECT (CONTRACTOR TO PROVIDE KEYED LOCK TO OWNER).
- INTERNAL BYPASS
- FLOW SWITCH
- INTERNAL NON-REVERSABLE MAGNETIC STARTER
- 0-200 PSI LIQUID FILLED PRESSURE GAUGE ON DISCHARGE MANIFOLD
- LIGHTNING AND SURGE PROTECTION ON CONTROLS
- PUMP OPERATION INDICATOR LIGHTS
- ENCLOSED VENTILATION FAN
- LOW PRESSURE ALARM W/ SAFETY SHUT-DOWN
- HOA SELECTOR SWITCH
- MAIN STATION ISOLATION, DRAIN AND CHECK VALVES
- THERMAL SENSOR CUT-OUT W/ LIGHT
- TWO PART POLYURETHANE UV RESISTANT PAINT

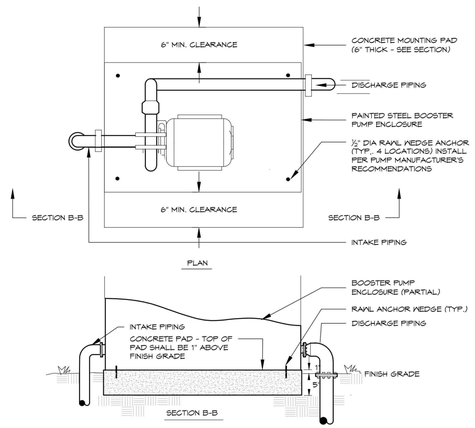


PUMP SCHEMATIC KEY	
A	BOOSTER PUMP - SEE LEFT
B	STOP-N-WASTE VALVE -LINE SIZE
C	TYPE K RIGID COPPER - TAP SIZE
D	GATE VALVE - FxF (QTY. 1) - PUMP INLET SIZE
E	CONCRETE THRUST BLOCK - 1 C.F.
F	2" CARLON ELECTRICAL CONDUIT 4 SWEEP ELL - EXTEND 12" BEYOND EDGE OF CONCRETE PAD - 120V POWER TO PUMP DISCONNECT
G	TYPE K RIGID COPPER - PUMP INLET SIZE
H	6" THICK CONCRETE PAD - REFER TO DETAIL
I	SCH. 80 PVC SLIP COUPLING WITH SLIPXFIPT BUSHING - PUMP INLET SIZE x MAINLINE SIZE
J	PVC IRRIGATION MAINLINE - MAINLINE SIZE
K	PUMP DROP PIPE - PUMP INLET SIZE
L	SCH. 80 PVC FIPTXFIPT COUPLING - PUMP INLET SIZE
M	GxM ADAPTER (4) - PUMP INLET SIZE

BOOSTER PUMP 2" & SMALLER

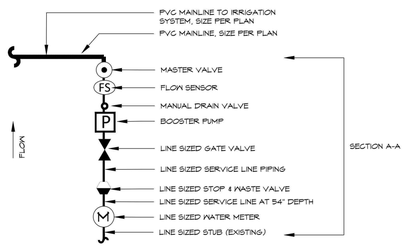
TYPICAL

18



BOOSTER PUMP CONCRETE PAD

20



POINT OF CONNECTION & PUMP

PIPING SCHEMATIC PLAN VIEW - NOT TO SCALE

20

REFER TO SHEET

IR1.1	IRRIGATION PLAN
IR1.2	IRRIGATION NOTES & SCHEDULE
IR1.3 TO IR1.5	IRRIGATION DETAILS

KENNETH JAMES DIPPOLD 011099 COLORADO
KDI HydroSystems
Irrigation Consulting & Water Management
13949 W. Colfax Ave, Suite 260 Lakewood, Colorado 80401
o: 303.980.5327 www.hydrosystemskdi.com

LOT 21 BLOCK 1 DISCOVERY OFFICE PARK
FINAL DEVELOPMENT PLAN NO. 4
SUPERIOR, COLORADO

REVISIONS

NO.	DESCRIPTION	DATE
1	TOWN COMMENTS	07/31/25

Vested Rights:
This Plan constitutes a Site Specific Development Plan as defined in Section 24-68-101, et, seq., C.R.S., and Chapter 16 of the Superior Municipal Code. The terms and conditions of such plan approval are contained in Resolution No._____ adopted by the Town Council on _____ and available at the , available at the Superior Town Hall, 124 East Coal Creek Drive, Superior, Colorado.

DESIGNED BY: KJD
DRAWN BY: KJD
CHECKED BY: JSB
DATE: 5/22/2025
SCALE:NONE
JOB NO.: 365.001
DWG NAME:

IRRIGATION DETAILS

SHEET: IR1.5

Economic Impact of age-restricted and income restricted multi-housing

The U.S. Department of Housing and Urban Development (HUD) provides annual data on area median income (AMI) by family size for low income limits at 80% AMI, very low-income limits at 50% AMI, and extremely low-income limits at 30% AMI. Area median income is defined as the midpoint of a specific area's income distribution and is a key metric in affordable housing.

Based on HUD's FY 2025 income limits summary, the table below shows the gross annual income limits for one (1) and two (2) person families for the Boulder, CO Metropolitan Statistical Area (MSA) for the income limits included in the Kite Route Crossing development. These values represent the gross annual income that a single person or family of two (2) would need to make in order to qualify for the applicable AMI levels.

Table 1. Gross Annual Income Limits per Area Median Income Level				
Household Size	70% AMI	60% AMI	50% AMI	30% AMI
1 Person	$63,831.25	$54,712.50	$52,750.00	$31,650.00
2 Persons	$72,975.00	$62,550.00	$60,250.00	$36,200.00

A generally accepted rule of thumb when it comes to housing is to budget and spend no more than 30% of one's gross annual income on housing expenses. These expenses can include rent or mortgage, homeowner association fees, utilities, and rental or home insurance. The table below shows 30% of gross income limits for the applicable AMI levels as outlined in Table 1.

Table 2. 30% Gross Annual Income Limits per Area Median Income Level				
Household Size	70% AMI	60% AMI	50% AMI	30% AMI
1 Person	$19,149.38	$16,413.75	$15,825.00	$ 9,495.00
2 Persons	$21,892.50	$18,765.00	$18,075.00	$10,860.00

The following table breaks down the 30% gross annual income limits, as outlined in Table 2, into monthly housing expense allowances.

Table 3. Monthly Housing Budget per Area Median Income Level				
Household Size	70% AMI	60% AMI	50% AMI	30% AMI
1 Person	$1,595.78	$1,367.81	$1,318.75	$791.25
2 Persons	$1,824.38	$1,563.75	$1,506.25	$905.00

The above tables show that in order to qualify for an income limit of 70% AMI, a two (2) person household can make no more than $72,975 in gross annual income and would ideally spend no more than $21,892.50 per year on housing expenses, or no more than $1,824.38 per month. Apartments.com shows, as of August 2025, the average rent for a one-bedroom apartment is $2,125 per month and the average rent for a two-bedroom apartment is $2,557 per month.

The Colorado Department of Labor and Employment's Occupational Employment and Wage Estimates report for 2024 provides estimates for wages and employment by different occupation classifications. Boulder County is shown as having 525 different occupation classifications. Based on the average annual income of those 525 classifications, 265 of those classifications would qualify at the 70% AMI income limit

or below. These occupations include healthcare workers and staff, bus drivers, teachers, janitors and cleaners, dental assistants, and mail carriers, as examples. The AMI for retirees and those no longer participating in the workforce is still based on the household's gross annual income, such as social security payments and retirement funds.

Income restricted housing options, especially when paired with age restriction measures, provide opportunities for aging-in-place and housing turnover for larger family-oriented homes as the 55+ aged community looks for more affordable and manageable living options. Aging-in-place is a concept that allows community members to remain in their own living spaces and communities for longer periods of time and living independently without moving to more institutional living facilities. Economically, aging-in-place provides the opportunity for these consumers to continue to spend their dollars locally while they continue to support the community and businesses that they are used to frequenting. Providing a specific location for the 55+ aged community to move to in order to age-in-place also allows for these community members to move out of larger, family-oriented single-family homes, creating the opportunity for new families and residents to move to the Town of Superior and spend their dollars locally.

DEVELOPMENT IMPROVEMENT AGREEMENT

THIS DEVELOPMENT IMPROVEMENT AGREEMENT (the "Agreement") is entered into as of this ____ day of _____, 20__ (the "Effective Date"), by and between the Town of Superior, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, Colorado (the "Town"), and Kite Route Crossing LLC, a Colorado limited liability company with an address of 230 Wyoming Avenue, Kingston, PA 18704 ("Developer") (each individually a "Party" and collectively the "Parties").

WHEREAS, Developer controls the real property more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, Developer wishes to develop the Property (the "Project");

WHEREAS, on _____, the Town Council, after holding all necessary public hearings and having received a recommendation of approval from the Planning Commission, approved the Final Development Plan (the "FDP") and Final Plat for the Property;

WHEREAS, the Town and Developer mutually acknowledge and agree that the matters hereinafter set forth are reasonable conditions and requirements to be imposed by the Town in connection with its approval of the Project, and that such matters are necessary to protect, promote and enhance the public health, safety and welfare of the Town.

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

1. Purpose. The purpose of this Agreement is to set forth the terms, conditions and fees to be paid by Developer in connection with the Public Improvements for the FDP. All conditions in this Agreement are in addition to any requirements of the Superior Municipal Code, state law and other Town ordinances, and are not intended to supersede any requirements contained therein.

2. Construction of Improvements.

a. Developer shall, at its own expense, design, construct and install all public improvements necessary for the Development, including without limitation streets, alleys, curbs, gutters, sidewalks, landscaping, irrigation, fencing, street lights, water, waste water, storm sewer and drainage facilities, and trails and park improvements (collectively the "Improvements"). A list of the required Improvements is set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. Omission of any necessary Improvement from Exhibit B does not relieve Developer from responsibility for furnishing, installing or constructing such Improvement.

b. Developer shall construct the Improvements in accordance with plans approved by the Town (the "Plans"), as well as the Town's and SMD#1's Standards and Specifications for Design and Construction of Public Improvements (the "Standards"). Developer shall furnish, at its expense, all necessary engineering and consulting services relating to the design and construction of the Improvements. These services shall be performed by or under the supervision of a professional engineer licensed in the State of Colorado.

c. Developer shall employ, at its own expense, a licensed testing company to perform all testing of materials or construction reasonably required by the Town. Developer shall furnish copies of test results to the Town on a timely basis. At all times during construction, the Town shall have access to inspect materials and work, and all materials and work not conforming to the Plans or Standards shall be repaired or removed and replaced at Developer's expense.

d. Developer shall provide all necessary engineering designs, surveys, field surveys and incidental services related to the construction of the Public Improvements at its sole cost and expense, including reproducible "as-built" drawings certified accurate by a professional engineer registered in the State of Colorado.

e. Prior to construction of any Improvements that require additional rights-of-way or easements, Developer shall acquire at its own expense all such rights-of-way and easements. Any easements or rights-of-way conveyed to the Town shall be free and clear of liens, taxes and encumbrances and shall be conveyed on documents in a form acceptable to the Town

f. To the extent any construction traffic damages any Town streets, Developer shall be responsible for repair of such damage or the reconstruction of such streets, as the Town determines appropriate.

3. Fees.

a. *General*. The Town shall impose and Developer shall pay all applicable building permit and plan review fees.

b. *Exactions*. Developer shall pay all dedication and public improvement fees required by Chapter 16, Article XIII of the Superior Municipal Code.

b. *System Development Fees*. Developer acknowledges that Superior Metropolitan District No. 1 imposes system development fees on the Property and Developer shall be responsible for paying such fees as required by the rules and regulations of Superior Metropolitan District No. 1 and as further detailed in the Pre-Development Agreement dated _____, 2025, by and among the Town, SMD#1, and Developer.

4. Acceptance of Improvements and Warranty.

a. *Initial Acceptance*. No later than 10 days after Improvements are substantially complete, Developer shall request an inspection by the Town. If Developer does not request this inspection, the Town may conduct the inspection without Developer's approval. All Improvements shall receive Initial Acceptance on or before August 30, 2027.

i. If the Improvements are satisfactory, the Town shall grant Initial Acceptance.

ii. If the Improvements are not satisfactory, the Town shall provide written notice to Developer of the repairs, replacements, construction or other work required to receive Initial Acceptance. Developer shall complete all needed repairs, replacements, construction or other work within 30 days of said notice. After Developer completes the repairs, replacements, construction or other work required, Developer shall request of the Town a re-inspection of

such work to determine if Initial Acceptance can be granted, and the Town shall provide written notice to Developer of the acceptability or unacceptability of such work prior to proceeding to complete any such work at Developer's expense. If Developer does not complete the repairs, replacements, or other work required within 30 days, Developer shall be in breach of this Agreement. The costs of re-inspection shall be borne by Developer.

b. *Final Acceptance*. At least 30 days before 2 years has elapsed from the issuance of Initial Acceptance, or as soon thereafter as weather permits, Developer shall request an inspection by the Town. If Developer does not request this inspection, the Town may conduct the inspection without Developer's approval.

i. If the Improvements are satisfactory, the Town shall grant Final Acceptance and this agreement shall terminate.

ii. If the Improvements are not satisfactory, the Town shall provide written notice to Developer of the work required to receive Final Acceptance. After Developer completes such work, Developer shall request a re-inspection, and the Town shall provide written notice to Developer of the acceptability or unacceptability of such work. If Developer does not complete the required work in an acceptable manner within 30 days, Developer shall be in breach of this Agreement.

c. *Warranty*. For all Improvements to be dedicated to the Town, Developer shall provide the Town with a 2-year warranty, commencing on the date of Initial Acceptance (the "Warranty Period"). Specifically, but not by way of limitation, Developer shall warrant that: the title is marketable and its transfer rightful; the Improvements are free from any security interest or other lien or encumbrance; and the Improvements are free of defects in materials or workmanship. During the Warranty Period, Developer shall, at its own expense, take all actions necessary to maintain the Improvements and make all necessary repairs or replacements.

5. Maintenance.

a. *Improvements*. Unless dedicated to and accepted in writing by the Town for maintenance, all Improvements shall be maintained by Developer. Acceptance by the Town of ownership of any Improvement does not constitute acceptance by the Town of maintenance for such Improvement.

b. *Vacant Lots/Tracts*. Developer shall be responsible for maintenance, including without limitation weed control and debris removal, on all vacant lots/tracts until such time as such lots/tracts are developed.

6. Improvement Guarantee.

a. *Amount and Form.* To secure the construction and installation of the Improvements, Developer shall provide a letter of credit or cash in an amount equal to 115% of the total costs listed in **Exhibit B** (the "Improvement Guarantee"), a form approved by the Town. If the costs listed in Exhibit B increase or additional Improvements are required, the Town may require the amount of the Improvement Guarantee to increase accordingly.

b. *Timing*. Developer shall not commence construction, including without limitation staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the Town has approved the Improvement Guarantee.

c. *Draw.* If the Improvements are not satisfactorily completed within the periods of time specified herein, the Town may draw on the Improvement Guarantee to complete the Improvements. If the Improvement Guarantee is to expire within 14 days and Developer has not yet provided a satisfactory replacement, or completed the Improvements, the Town may draw on the Improvement Guarantee and either hold such funds as security for performance of this Agreement or spend such funds to finish the Improvements or correct problems with the Improvements as the Town deems appropriate. If the Town has drawn on the Improvement Guarantee, and a satisfactory replacement guarantee is provided or the Improvements have been completed, then the Town will release any funds received as a result of its draw within a reasonable period of time, or within 10 days of a request by Developer.

d. *Reduction.* Upon Initial Acceptance of Improvements, the Improvement Guarantee shall be reduced to the amount of 25% of the total actual cost of construction and installation of such Improvements. The reduced Improvement Guarantee shall be held by the Town during the Warranty Period.

7. Applicable Law.

a. Developer shall 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.

b. Developer shall comply with the accessibility standards for an individual with a disability adopted by the State Office of Information Technology pursuant to C.R.S. § 24-85-103, and shall indemnify, hold harmless and assume liability on behalf of the Town and its officers, employees, agents and attorneys for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the Town in relation to Developer's noncompliance with such accessibility standards.

8. Indemnification.

a. Developer hereby agrees to indemnify and hold harmless the Town, its officers, employees, agents or servants from any and all suits, actions and claims of every nature and description caused by, arising from or on account of any act or omission of Developer, or of any other person or entity for whose act or omission Developer is liable, with respect to construction of the Public Improvements (the "Claims"); and Developer shall pay any and all judgments rendered against the Town as the result of any suit, action or claim, together with all reasonable expenses and attorney fees incurred by the Town in defending any such suit, action or claim arising out of or related to Claims.

b. Developer shall pay all property taxes on property underlying the Public Improvements to be dedicated to the Town before acceptance by the Town, and shall indemnify and hold harmless the Town for any such property tax liability related thereto.

9. Waiver. In executing this Agreement, Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on Developer as set forth herein, and concerning the procedure, substance and form of the ordinances or resolutions adopting this Agreement. Developer expressly agrees that the Town cannot be legally bound by the representations of any of its officers or agents or their designees, except in accordance with the Superior Municipal Code and the laws of the State of Colorado.

10. Vested Rights. The FDP constitutes a site specific development plan as defined in C.R.S. § 24-68-101, *et seq*., and Chapter 16 of the Superior Municipal Code, and shall create vested property rights for three years from the date of the Board's approval of the FDP, provided that all required procedures are followed. The FDP shall include the language required by C.R.S. § 24-68-102(4)(a) and Section 16-12-50 of the Superior Municipal Code. Developer shall be responsible for publication of the notice required by C.R.S. § 24-68-103(c).

11. Developer's Representations and Warranties. Developer hereby represents and warrants to the Town that all of the following are true and correct as of the date of signature and the Effective Date:

a. This Agreement has been duly authorized and executed by Developer as the legal, valid and binding obligation of Developer, and is enforceable as to Developer in accordance with its terms.

b. The person executing this Agreement on behalf of Developer is duly authorized and empowered to execute and deliver this Agreement on behalf of Developer.

c. To the best of Developer's knowledge, there is no pending or threatened litigation, administrative proceeding or other proceeding pending or threatened against Developer which, if decided or determined adversely, would have a material adverse effect on the ability of Developer to undertake its obligations under this Agreement nor, to the best of Developer's knowledge, is there any fact or condition of the Property known to Developer that may have a material adverse effect on Developer's ability to Develop the Property as contemplated.

d. Neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement or obligation to which Developer is a party or by which Developer is bound or affected.

12. Breach and Remedies.

a. If Developer breaches this Agreement, the Town may take such action as permitted or authorized by law, this Agreement or the ordinances of the Town, as the Town deems necessary to protect the public health, safety and welfare. The remedies include, but are not limited to:

i. The refusal to issue any building permit or certificate of occupancy;

ii. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;

iii. A draw on the Improvement Guarantee; and

iv. Any other remedy available at law or in equity.

b. Unless necessary to protect the immediate health, safety and welfare of the Town, or to protect the interest of the Town with regard to the Performance Guarantee, the Town shall provide Developer 30 days' written notice of its intent to take any action under this Section, during which Developer may cure the breach and prevent further action by the Town.

c. 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.

13. Miscellaneous.

a. *Assignment*. This Agreement shall not be assigned by Developer in whole or in part without the prior written authorization of the Town.

b. *Governing Law and Venue*. The laws of the State of Colorado shall govern this Agreement, and the exclusive venue for any legal proceeding arising out of this Agreement shall be Boulder County, Colorado.

c. *No Third-Party Beneficiaries*. There are no intended third-party beneficiaries to this Agreement.

d. *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.

e. *Governmental Immunity*. Nothing herein shall be construed as a waiver of any protections or immunities the Town or its employees, officials or attorneys may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq*., as amended.

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

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

h. *Integration*. This Agreement, together with all exhibits attached hereto, constitute the entire understanding and agreement of the Parties, integrates all the terms and conditions mentioned herein or incidental thereto, and supersedes all negotiations or previous arrangements between the Parties with respect to any and all of the subject matter hereof.

i. *Recordation*. Upon purchase of the Property by Developer, this Agreement shall be recorded in the real estate records of the Clerk and Recorder for the County of Boulder, State of Colorado, and shall be a covenant running with the Property.

j. *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.

k. *Force Majeure*. No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

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

TOWN OF SUPERIOR, COLORADO

_____
Mark Lacis, Mayor

ATTEST:

_____
Shannon Dujardin, Town Clerk

KITE ROUTE CROSSING LLC

By: Kite Route Crossing MM LLC, its managing member

By: Pennrose Holdings LLC, its sole member

By: _____
Timothy I. Henkel, its Chief Executive Officer

STATE OF _____)
) ss.
COUNTY OF _____)

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

My commission expires: _____

(S E A L)

_____
Notary Public

EXHIBIT A
LEGAL DESCRIPTION

LOT 21, BLOCK 1, DISCOVERY OFFICE PARK SUPERIOR TOWN CENTER REPLAT 3

EXHIBIT B
PUBLIC IMPROVEMENTS

Project: Kite Route Crossing
Planset Date: FDP
Prepared By: Jim Brzostowicz

Opinion of Probable Costs - Public Improvements - Kite Route 9/3/25

Water Line					
Item #	**Item**	**Qty**	**Unit**	**Unit Cost**	**Total**
1	2" Water srvice to meter vault	1	1	$12,000.00	$12,000.00
				Total:	**$12,000.00**

Sanitary Sewer					
Item #	**Item**	**Qty**	**Unit**	**Unit Cost**	**Total**
1	Insituform Line Existing Main	1	LS	$31,000.00	$31,000.00
				Total:	**$31,000.00**

Irrigation					
Item #	**Item**	**Qty**	**Unit**	**Unit Cost**	**Total**
1	1.0" Irrigation srvice to meter vault	2	1	$8,000.00	$16,000.00
				Total:	**$16,000.00**

Storm					
Item #	**Item**	**Qty**	**Unit**	**Unit Cost**	**Total**
1	Sidewalk Chase	1	1	$8,000.00	$8,000.00
				Total:	**$8,000.00**

Public Construction Costs: **$59,000**

KITE ROUTE CROSSING

PENNROSE
Bricks & Mortar | Heart & Soul



Contents

1. The Team

2. Development Summary

3. Project Approach

THE TEAM

PENNROSE
Bricks & Mortar | Heart & Soul

SAR+

CIVIL RESOURCES
STRONG DESIGN. ENDURING VALUE.

innova



Shannon Cox Baker
Regional Vice President



Brad Weinig
Developer



Michael Kimmelman
Associate Developer



Marsha Blunt
President, PMC



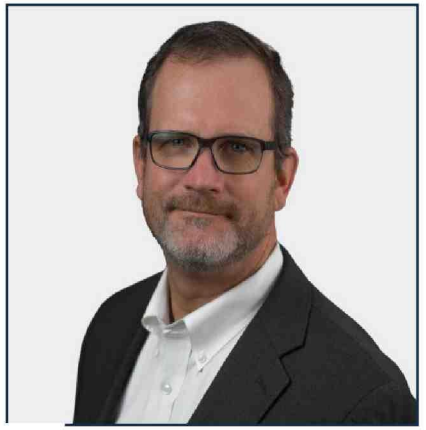
Andy Rockmore
Principal, SAR+



Sean Jursnick
Associate, SAR+



Jim Brzostowicz
Principal, Civil Resources



Ben Blackburn
Principal, Innova

NATIONAL STRENGTH, LOCAL EXPERTISE

PENNROSE
Bricks & Mortar | Heart & Soul









KITE ROUTE CROSSING – DEVELOPMENT SUMMARY

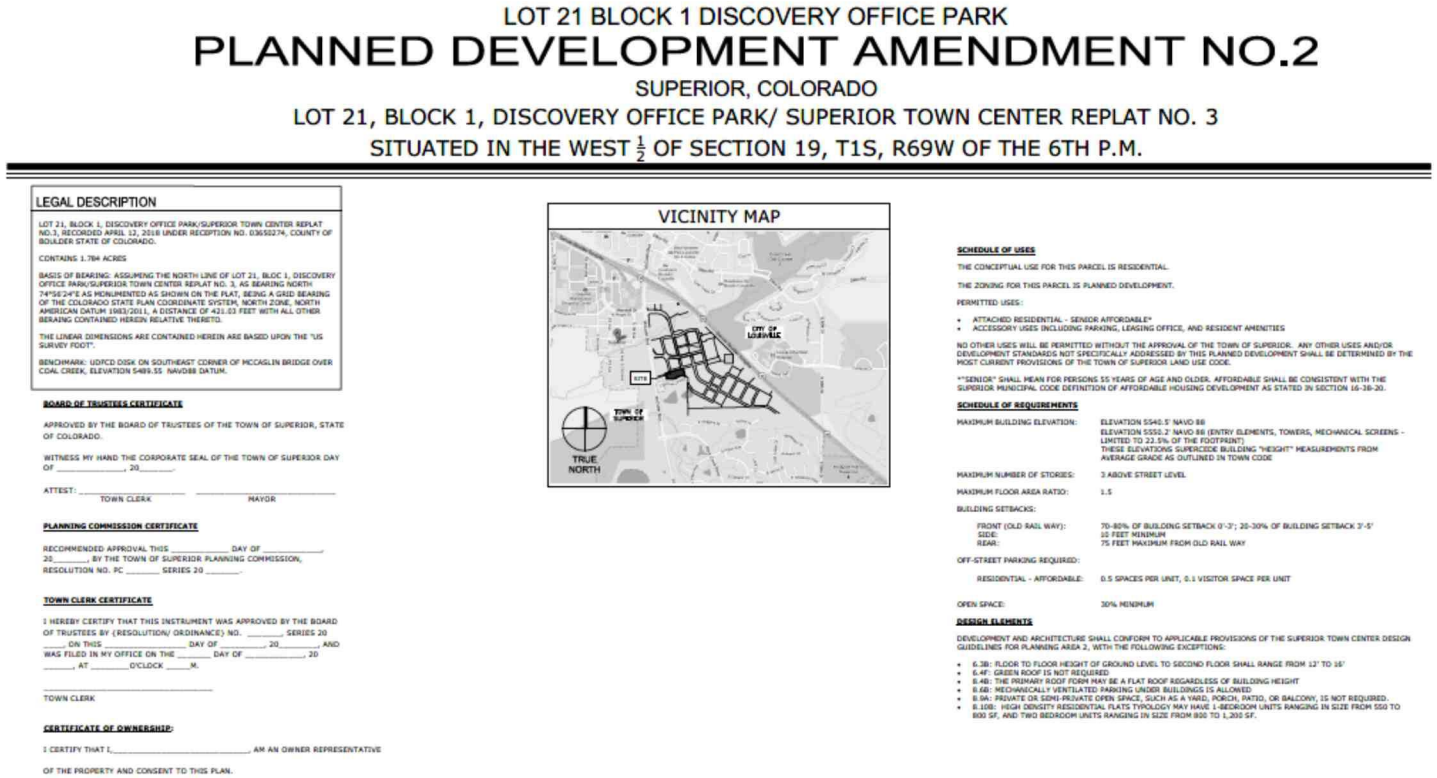
PENNROSE
Bricks & Mortar | Heart & Soul

PD Amendment Approved April 8, 2024:

- Affordable Housing for Seniors
- 5540.5’ maximum building elevation
- 0.60 spaces/unit parking ratio
- 70-80% front building setback 0-3’
- 3 stories maximum above street level

Milestones/Schedule:

- Awarded CHFA Tax Credits: 05/2025
- Planning Commission Recommendation: 08/2025
- Anticipated FDP Approval: 09/2025
- Anticipated Permit Approval: 12/2025
- Anticipated construction start: 01/2026
- Anticipated completion: 08/2027



LOT 21 BLOCK 1 DISCOVERY OFFICE PARK

PLANNED DEVELOPMENT AMENDMENT NO.2

SUPERIOR, COLORADO

LOT 21, BLOCK 1, DISCOVERY OFFICE PARK/ SUPERIOR TOWN CENTER REPLAT NO. 3

SITUATED IN THE WEST ½ OF SECTION 19, T1S, R69W OF THE 6TH P.M.

LEGAL DESCRIPTION

LOT 21, BLOCK 1, DISCOVERY OFFICE PARK/SUPERIOR TOWN CENTER REPLAT NO.3, RECORDED APRIL 12, 2018 UNDER RECEPTION NO. 03650274, COUNTY OF BOULDER STATE OF COLORADO.

CONTAINS 1.784 ACRES

BASIS OF BEARING: ASSUMING THE NORTH LINE OF LOT 21, BLOC 1, DISCOVERY OFFICE PARK/SUPERIOR TOWN CENTER REPLAT NO. 3, AS BEARING NORTH 74°56'24"E AS MONUMENTED AS SHOWN ON THE PLAT, BEING A GRID BEARING OF THE COLORADO STATE PLAN COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/2011, A DISTANCE OF 421.03 FEET WITH ALL OTHER BEARING CONTAINED HEREIN RELATIVE THERETO.

THE LINEAR DIMENSIONS ARE CONTAINED HEREIN ARE BASED UPON THE "US SURVEY FOOT".

BENCHMARK: UDFCD DISK ON SOUTHEAST CORNER OF MCCASLIN BRIDGE OVER COAL CREEK, ELEVATION 5489.55 NAVD88 DATUM.

BOARD OF TRUSTEES CERTIFICATE

APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR, STATE OF COLORADO.

WITNESS MY HAND THE CORPORATE SEAL OF THE TOWN OF SUPERIOR DAY OF _____, 20_____.

ATTEST: _____ _____
TOWN CLERK MAYOR

PLANNING COMMISSION CERTIFICATE

RECOMMENDED APPROVAL THIS _____ DAY OF _____, 20_____, BY THE TOWN OF SUPERIOR PLANNING COMMISSION, RESOLUTION NO. PC _____ SERIES 20 _____.

TOWN CLERK CERTIFICATE

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS APPROVED BY THE BOARD OF TRUSTEES BY (RESOLUTION/ ORDINANCE) NO. _____, SERIES 20 _____, ON THIS _____ DAY OF _____, 20_____, AND WAS FILED IN MY OFFICE ON THE _____ DAY OF _____, 20 _____, AT _____O'CLOCK _____M.

_____
TOWN CLERK

CERTIFICATE OF OWNERSHIP:

I CERTIFY THAT I,_____, AM AN OWNER REPRESENTATIVE OF THE PROPERTY AND CONSENT TO THIS PLAN.

VICINITY MAP

SCHEDULE OF USES

THE CONCEPTUAL USE FOR THIS PARCEL IS RESIDENTIAL.

THE ZONING FOR THIS PARCEL IS PLANNED DEVELOPMENT.

PERMITTED USES:

- ATTACHED RESIDENTIAL - SENIOR AFFORDABLE*
- ACCESSORY USES INCLUDING PARKING, LEASING OFFICE, AND RESIDENT AMENITIES

NO OTHER USES WILL BE PERMITTED WITHOUT THE APPROVAL OF THE TOWN OF SUPERIOR. ANY OTHER USES AND/OR DEVELOPMENT STANDARDS NOT SPECIFICALLY ADDRESSED BY THIS PLANNED DEVELOPMENT SHALL BE DETERMINED BY THE MOST CURRENT PROVISIONS OF THE TOWN OF SUPERIOR LAND USE CODE.

**SENIOR" SHALL MEAN FOR PERSONS 55 YEARS OF AGE AND OLDER. AFFORDABLE SHALL BE CONSISTENT WITH THE SUPERIOR MUNICIPAL CODE DEFINITION OF AFFORDABLE HOUSING DEVELOPMENT AS STATED IN SECTION 16-38-20.

SCHEDULE OF REQUIREMENTS

MAXIMUM BUILDING ELEVATION:	ELEVATION 5540.5' NAVD 88 ELEVATION 5550.2' NAVD 88 (ENTRY ELEMENTS, TOWERS, MECHANICAL SCREENS - LIMITED TO 22.5% OF THE FOOTPRINT) THESE ELEVATIONS SUPERCEDE BUILDING "HEIGHT" MEASUREMENTS FROM AVERAGE GRADE AS OUTLINED IN TOWN CODE
MAXIMUM NUMBER OF STORIES:	3 ABOVE STREET LEVEL
MAXIMUM FLOOR AREA RATIO:	1.5
BUILDING SETBACKS:	
FRONT (OLD RAIL WAY):	70-80% OF BUILDING SETBACK 0'-3'; 20-30% OF BUILDING SETBACK 3'-5'
SIDE:	10 FEET MINIMUM
REAR:	75 FEET MAXIMUM FROM OLD RAIL WAY
OFF-STREET PARKING REQUIRED:	
RESIDENTIAL - AFFORDABLE:	0.5 SPACES PER UNIT, 0.1 VISITOR SPACE PER UNIT
OPEN SPACE:	30% MINIMUM

DESIGN ELEMENTS

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Bricks & Mortar | Heart & Soul

Design Key Objectives:

1. Contribute to Superior Town Center, Planning Area 1
2. Minimize height impact to neighboring sites
3. Solve for current topographic constraints
4. Celebrating the site's history

KITE ROUTE CROSSING – PROJECT APPROACH

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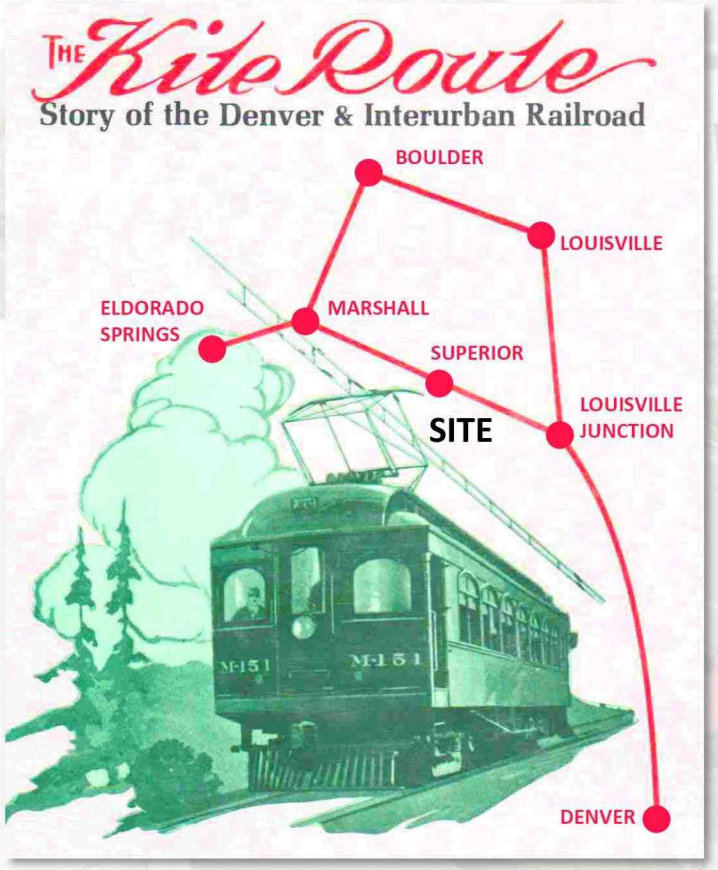
Site History:



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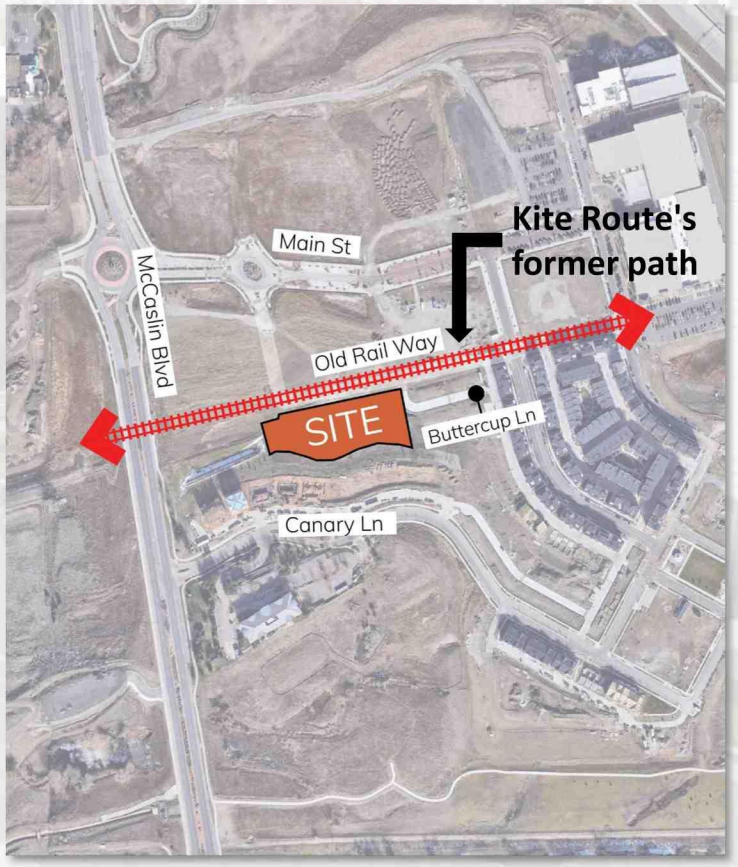

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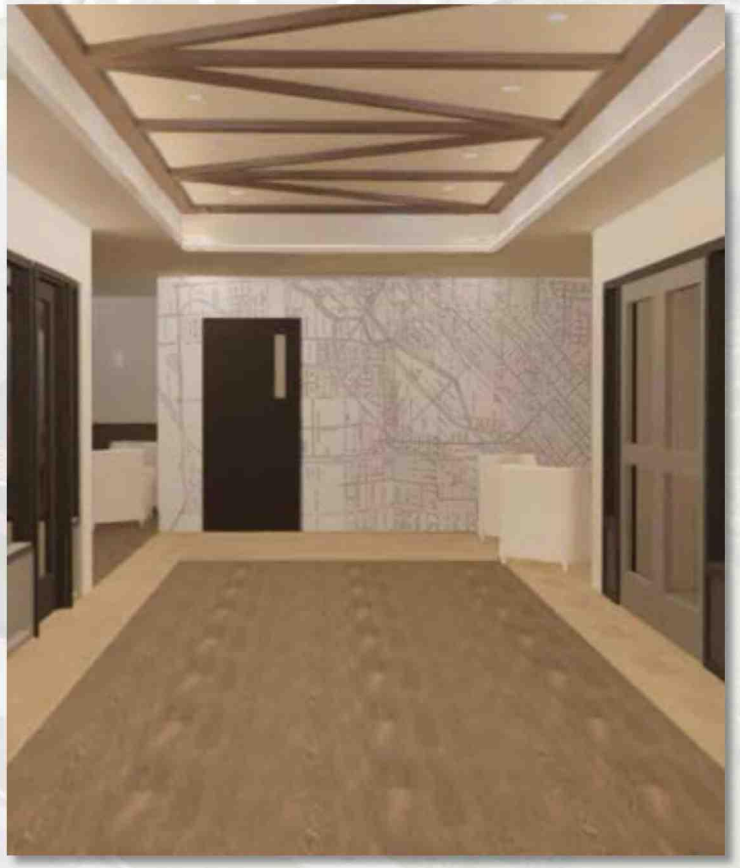

The "Kite Route" train, officially the Denver & Interurban Railroad, was a passenger service from the early 1900s connecting Denver, Boulder, and Eldorado Springs. Nicknamed for its unique, kite-shaped loop.

Kite Route Crossing is directly connected to this original rail line, a part of the site's history we aim to honor.

KITE ROUTE CROSSING – PROJECT APPROACH

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West perspective looking East

KITE ROUTE CROSSING – PROJECT APPROACH

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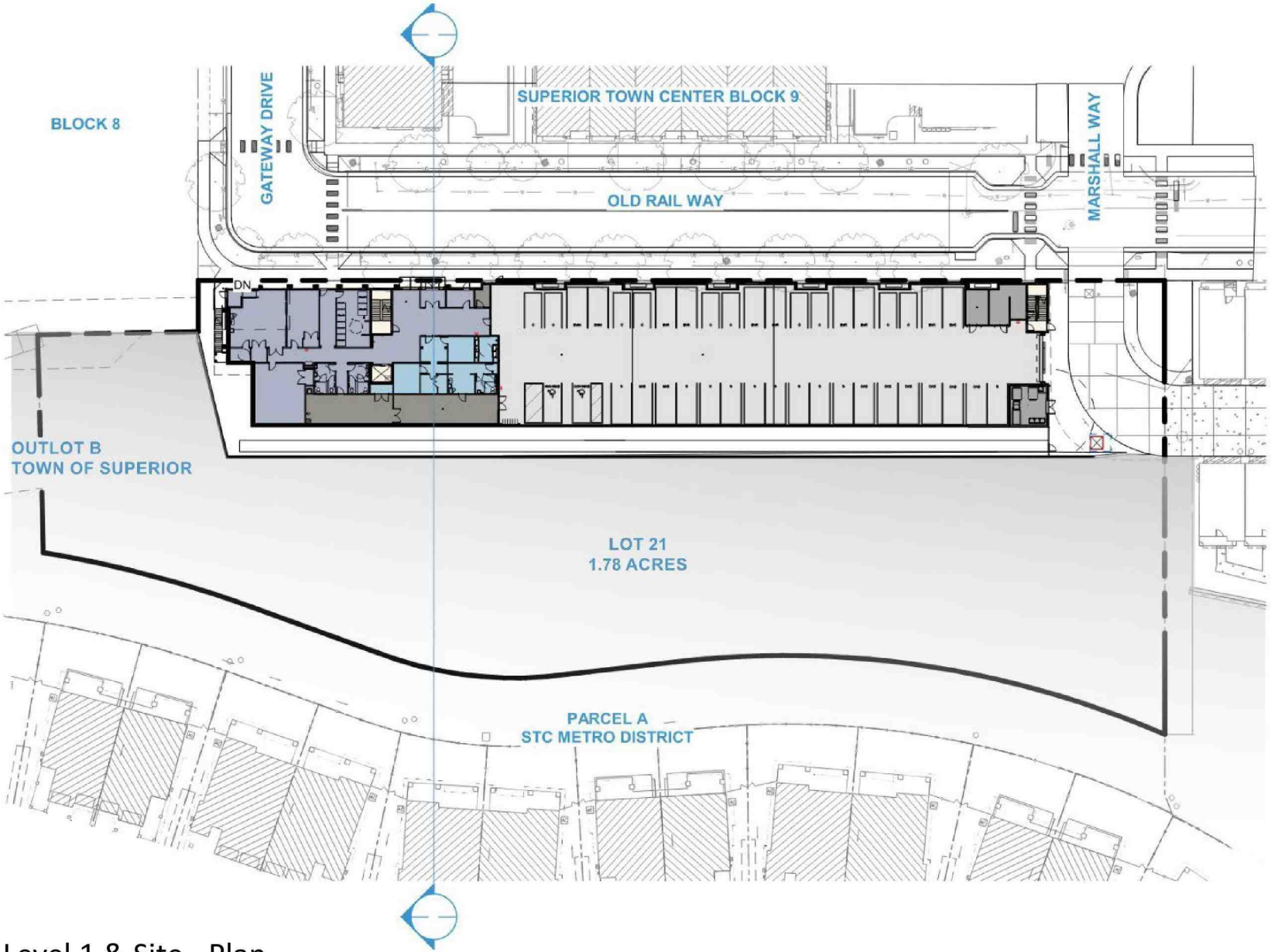
Bricks & Mortar | Heart & Soul



Level 1 & Site - Plan

KITE ROUTE CROSSING – PROJECT APPROACH

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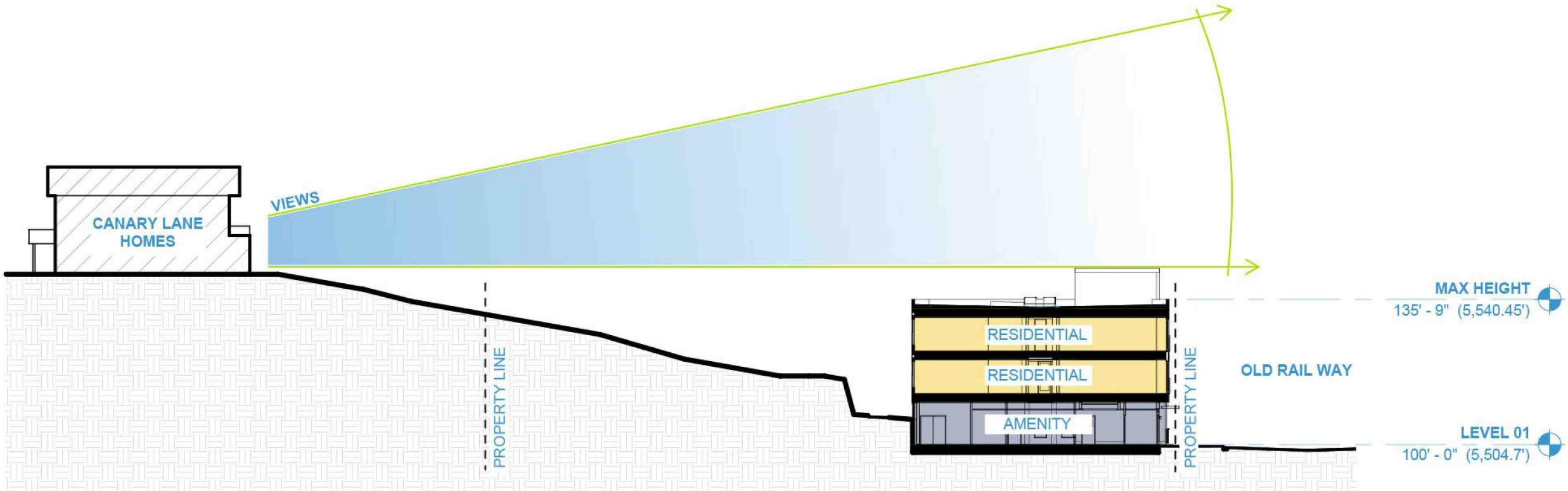

Site Section

KITE ROUTE CROSSING – PROJECT APPROACH

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Perspective from Canary Lane homes looking North

KITE ROUTE CROSSING – PROJECT APPROACH

PENNROSE
Bricks & Mortar | Heart & Soul



North perspective looking South

KITE ROUTE CROSSING – PROJECT APPROACH

PENNROSE
Bricks & Mortar | Heart & Soul



Street perspective looking West

KITE ROUTE CROSSING – PROJECT APPROACH

PENNROSE
Bricks & Mortar | Heart & Soul



Street perspective looking at exterior amenity deck



Thank you

KITE ROUTE CROSSING

PENNROSE
Bricks & Mortar | Heart & Soul



Contents

1. The Team

2. Development Summary

3. Project Approach

THE TEAM

PENNROSE
Bricks & Mortar | Heart & Soul

SAR+

CIVIL RESOURCES
STRONG DESIGN. ENDURING VALUE.

innova



Shannon Cox Baker
Regional Vice President



Brad Weinig
Developer



Michael Kimmelman
Associate Developer



Marsha Blunt
President, PMC



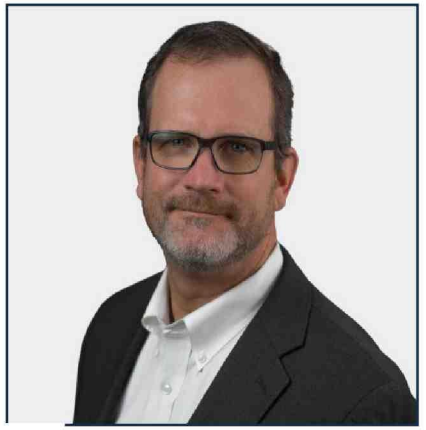
Andy Rockmore
Principal, SAR+



Sean Jursnick
Associate, SAR+



Jim Brzostowicz
Principal, Civil Resources



Ben Blackburn
Principal, Innova

NATIONAL STRENGTH, LOCAL EXPERTISE

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KITE ROUTE CROSSING – DEVELOPMENT SUMMARY

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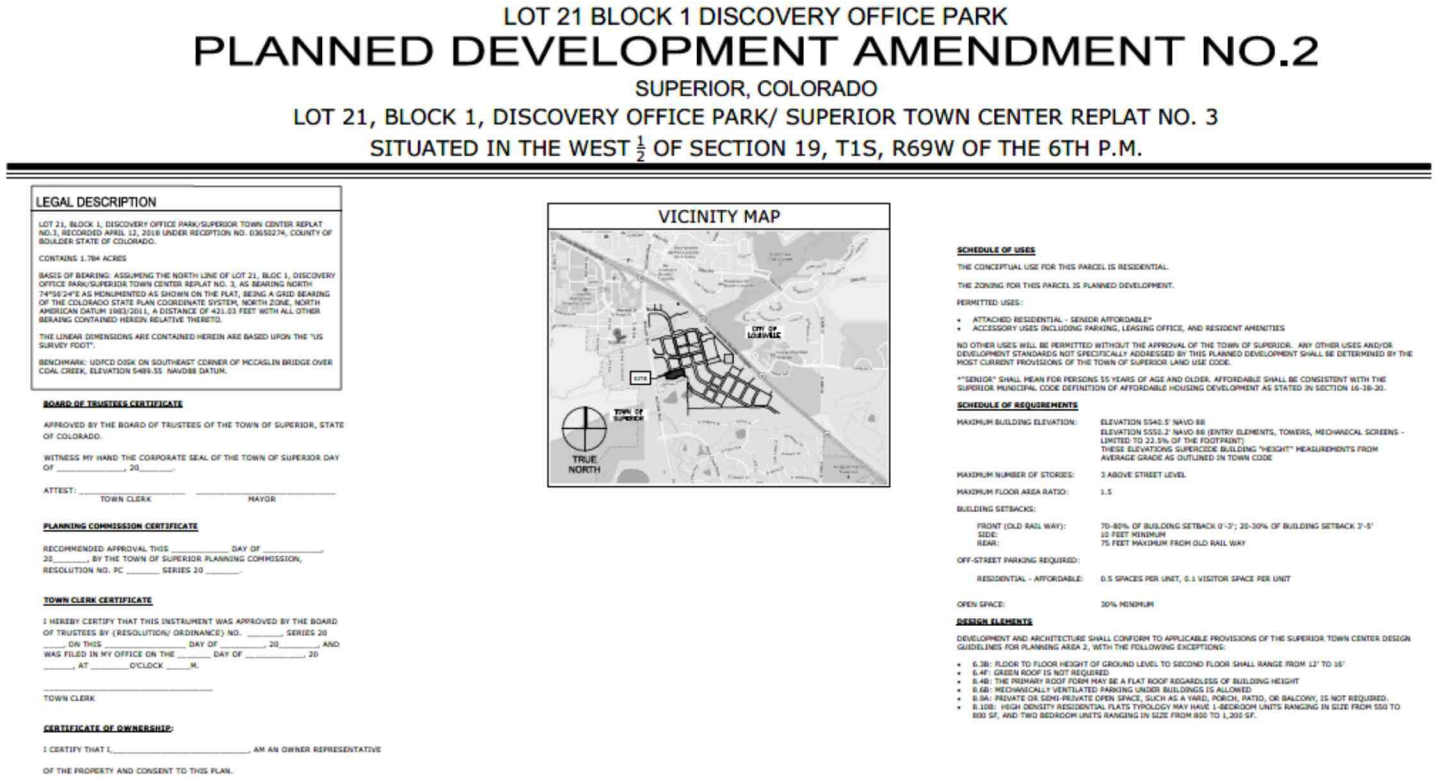
PD Amendment Approved April 8, 2024:

- Affordable Housing for Seniors
- 5540.5’ maximum building elevation
- 0.60 spaces/unit parking ratio
- 70-80% front building setback 0-3’
- 3 stories maximum above street level

Milestones/Schedule:

- Awarded CHFA Tax Credits: 05/2025
- Planning Commission Recommendation: 08/2025
- Anticipated FDP Approval: 09/2025
- Anticipated Permit Approval: 12/2025
- Anticipated construction start: 01/2026
- Anticipated completion: 08/2027



LOT 21 BLOCK 1 DISCOVERY OFFICE PARK

PLANNED DEVELOPMENT AMENDMENT NO.2

SUPERIOR, COLORADO

LOT 21, BLOCK 1, DISCOVERY OFFICE PARK/ SUPERIOR TOWN CENTER REPLAT NO. 3

SITUATED IN THE WEST ½ OF SECTION 19, T1S, R69W OF THE 6TH P.M.

LEGAL DESCRIPTION

LOT 21, BLOCK 1, DISCOVERY OFFICE PARK/SUPERIOR TOWN CENTER REPLAT NO.3, RECORDED APRIL 12, 2018 UNDER RECEPTION NO. 03650274, COUNTY OF BOULDER STATE OF COLORADO.

CONTAINS 1.784 ACRES

BASIS OF BEARING: ASSUMING THE NORTH LINE OF LOT 21, BLOC 1, DISCOVERY OFFICE PARK/SUPERIOR TOWN CENTER REPLAT NO. 3, AS BEARING NORTH 74°56'24"E AS MONUMENTED AS SHOWN ON THE PLAT, BEING A GRID BEARING OF THE COLORADO STATE PLAN COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983/2011, A DISTANCE OF 421.03 FEET WITH ALL OTHER BEARING CONTAINED HEREIN RELATIVE THERETO.

THE LINEAR DIMENSIONS ARE CONTAINED HEREIN ARE BASED UPON THE "US SURVEY FOOT".

BENCHMARK: UDFCD DISK ON SOUTHEAST CORNER OF MCCASLIN BRIDGE OVER COAL CREEK, ELEVATION 5489.55 NAVD88 DATUM.

BOARD OF TRUSTEES CERTIFICATE

APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR, STATE OF COLORADO.

WITNESS MY HAND THE CORPORATE SEAL OF THE TOWN OF SUPERIOR DAY OF _____, 20_____.

ATTEST: _____ _____
TOWN CLERK MAYOR

PLANNING COMMISSION CERTIFICATE

RECOMMENDED APPROVAL THIS _____ DAY OF _____, 20_____, BY THE TOWN OF SUPERIOR PLANNING COMMISSION, RESOLUTION NO. PC _____ SERIES 20 _____.

TOWN CLERK CERTIFICATE

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS APPROVED BY THE BOARD OF TRUSTEES BY (RESOLUTION/ ORDINANCE) NO. _____, SERIES 20 _____, ON THIS _____ DAY OF _____, 20_____, AND WAS FILED IN MY OFFICE ON THE _____ DAY OF _____, 20 _____, AT _____O'CLOCK _____M.

_____
TOWN CLERK

CERTIFICATE OF OWNERSHIP:

I CERTIFY THAT I,_____, AM AN OWNER REPRESENTATIVE OF THE PROPERTY AND CONSENT TO THIS PLAN.

VICINITY MAP

SCHEDULE OF USES

THE CONCEPTUAL USE FOR THIS PARCEL IS RESIDENTIAL.

THE ZONING FOR THIS PARCEL IS PLANNED DEVELOPMENT.

PERMITTED USES:

- ATTACHED RESIDENTIAL - SENIOR AFFORDABLE*
- ACCESSORY USES INCLUDING PARKING, LEASING OFFICE, AND RESIDENT AMENITIES

NO OTHER USES WILL BE PERMITTED WITHOUT THE APPROVAL OF THE TOWN OF SUPERIOR. ANY OTHER USES AND/OR DEVELOPMENT STANDARDS NOT SPECIFICALLY ADDRESSED BY THIS PLANNED DEVELOPMENT SHALL BE DETERMINED BY THE MOST CURRENT PROVISIONS OF THE TOWN OF SUPERIOR LAND USE CODE.

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PENNROSE
Bricks & Mortar | Heart & Soul

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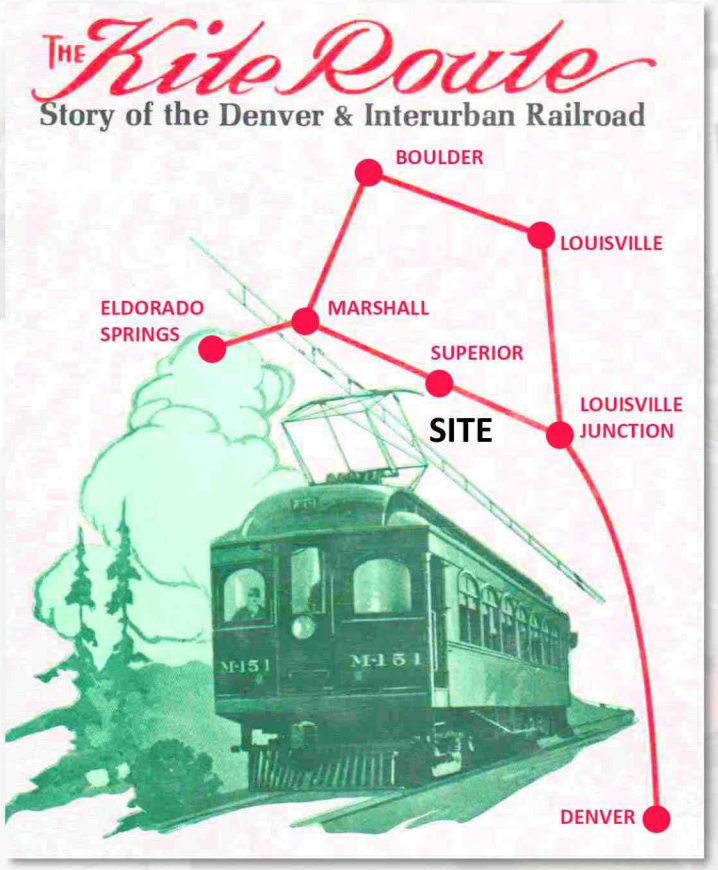

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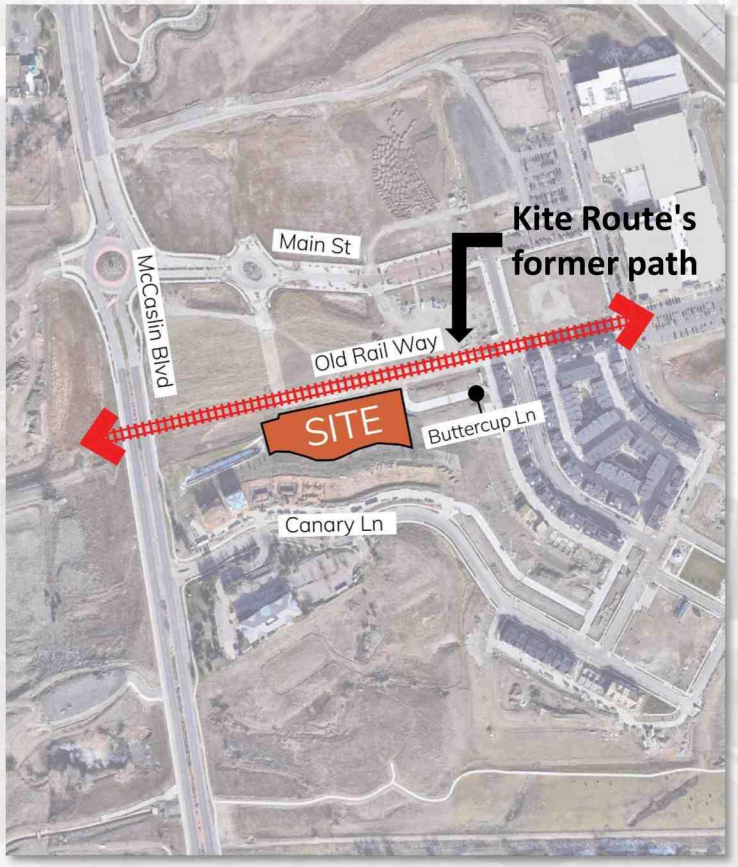

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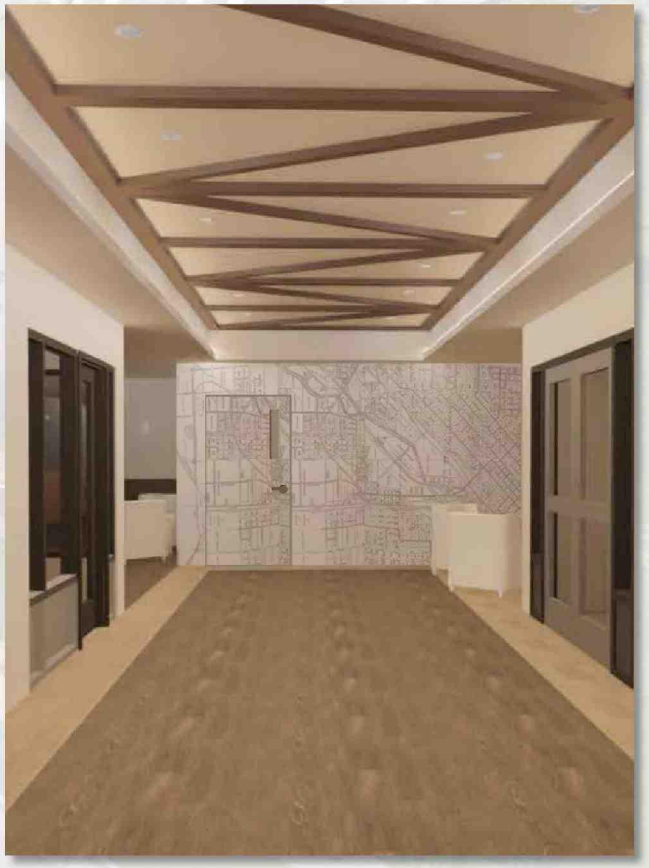

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West perspective looking East

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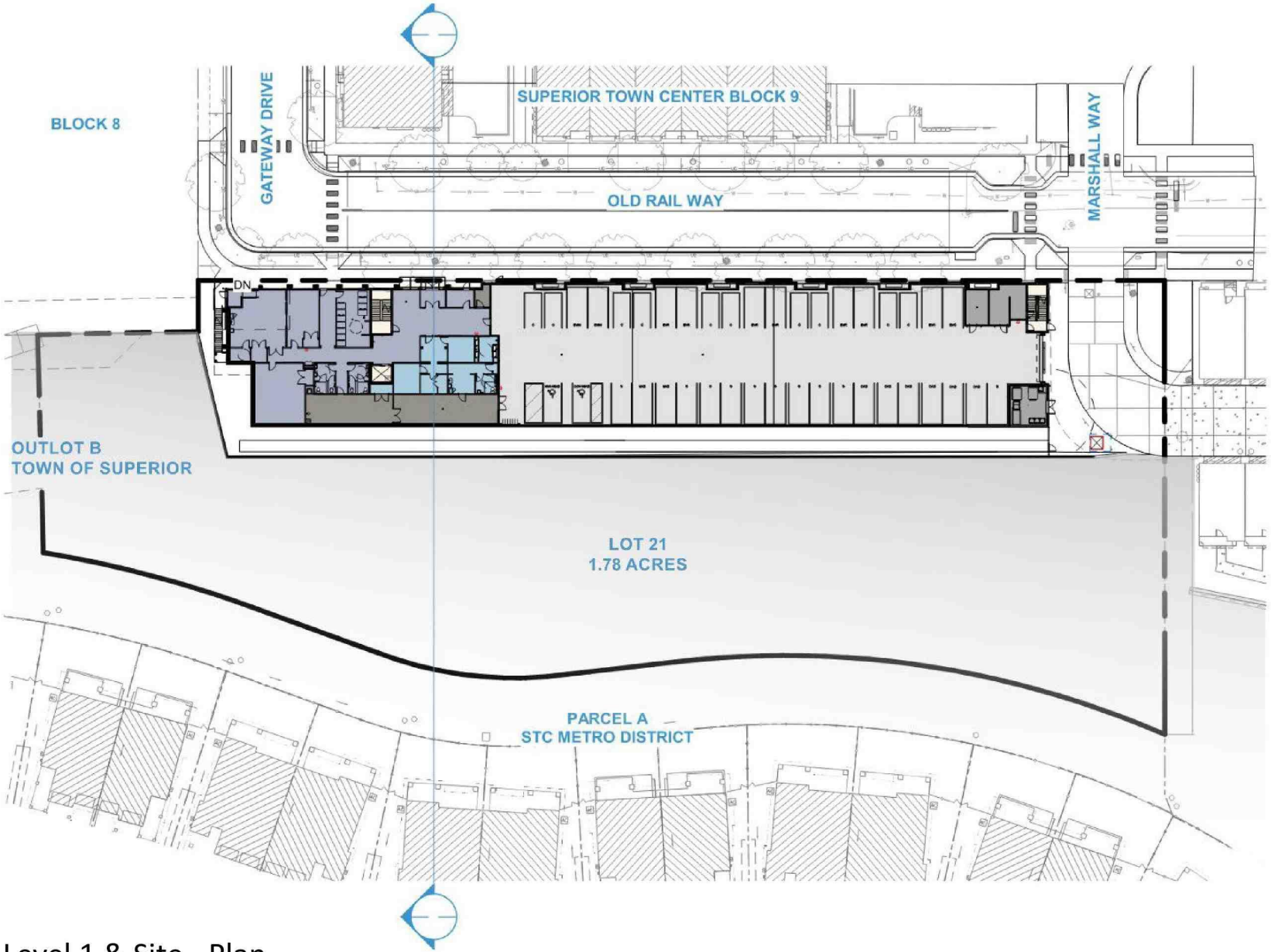

Level 1 & Site - Plan

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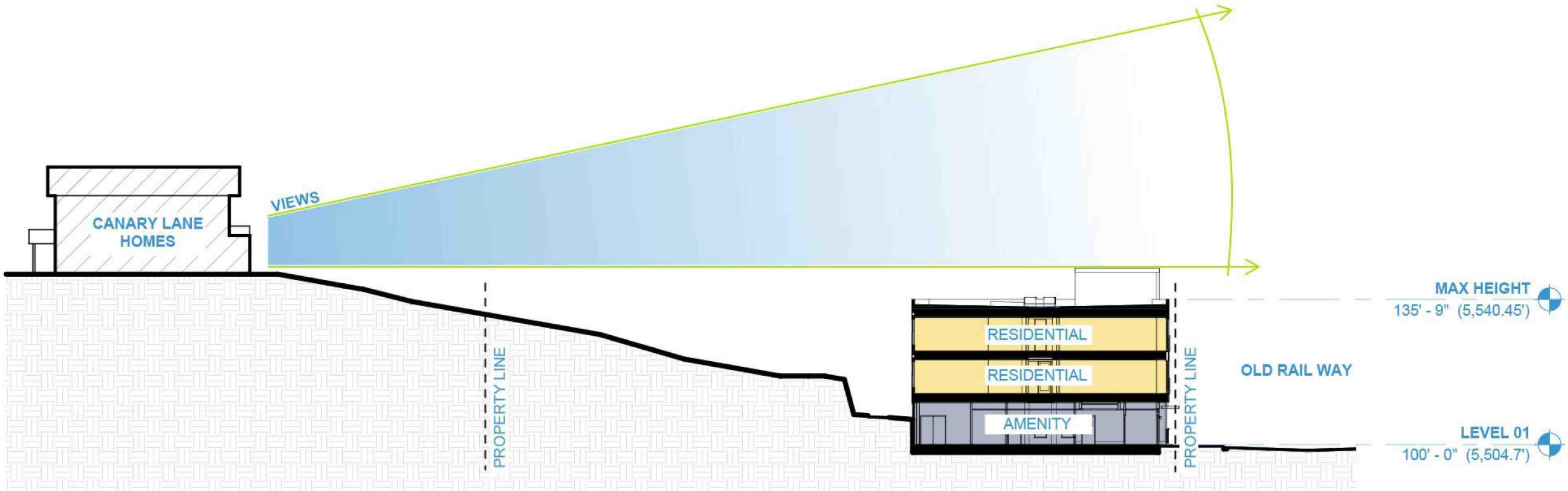

Site Section

KITE ROUTE CROSSING – PROJECT APPROACH

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Perspective from Canary Lane homes looking North

KITE ROUTE CROSSING – PROJECT APPROACH

PENNROSE
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North perspective looking South

KITE ROUTE CROSSING – PROJECT APPROACH

PENNROSE
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Street perspective looking West

KITE ROUTE CROSSING – PROJECT APPROACH

PENNROSE
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Street perspective looking at exterior amenity deck



Thank you

Final Development Plan for Kite Route Crossing



Presented by Geoffrey Weathers, Planner II

Vicinity Map



Development Plan – Site Design

Setbacks	Minimum	Maximum	Proposed
Front	0'- 70-80% 3' - 20-30%	3' - 70-80% 5' - 20-30%	0'-3' – 100% (358.9') 1' – 48% (173.4') 1.7' – 5% (17.5') 3' – 47% (168')
Rear	None	75' from Old Rail Way	64.2' form Old Rail Way
East Side	10'	None	50.4'
West Side	10'	None	11.7'*
Height	**Maximum**	**Stories**	**Proposed**
Main Building	5540.5' NAVD 88	3 stories above street	5440.45' NAVD 88 3 story
Protrusions	5550.2' NAVD 88	N/A	5546.25' NAVD 88

Development Plan – Parking

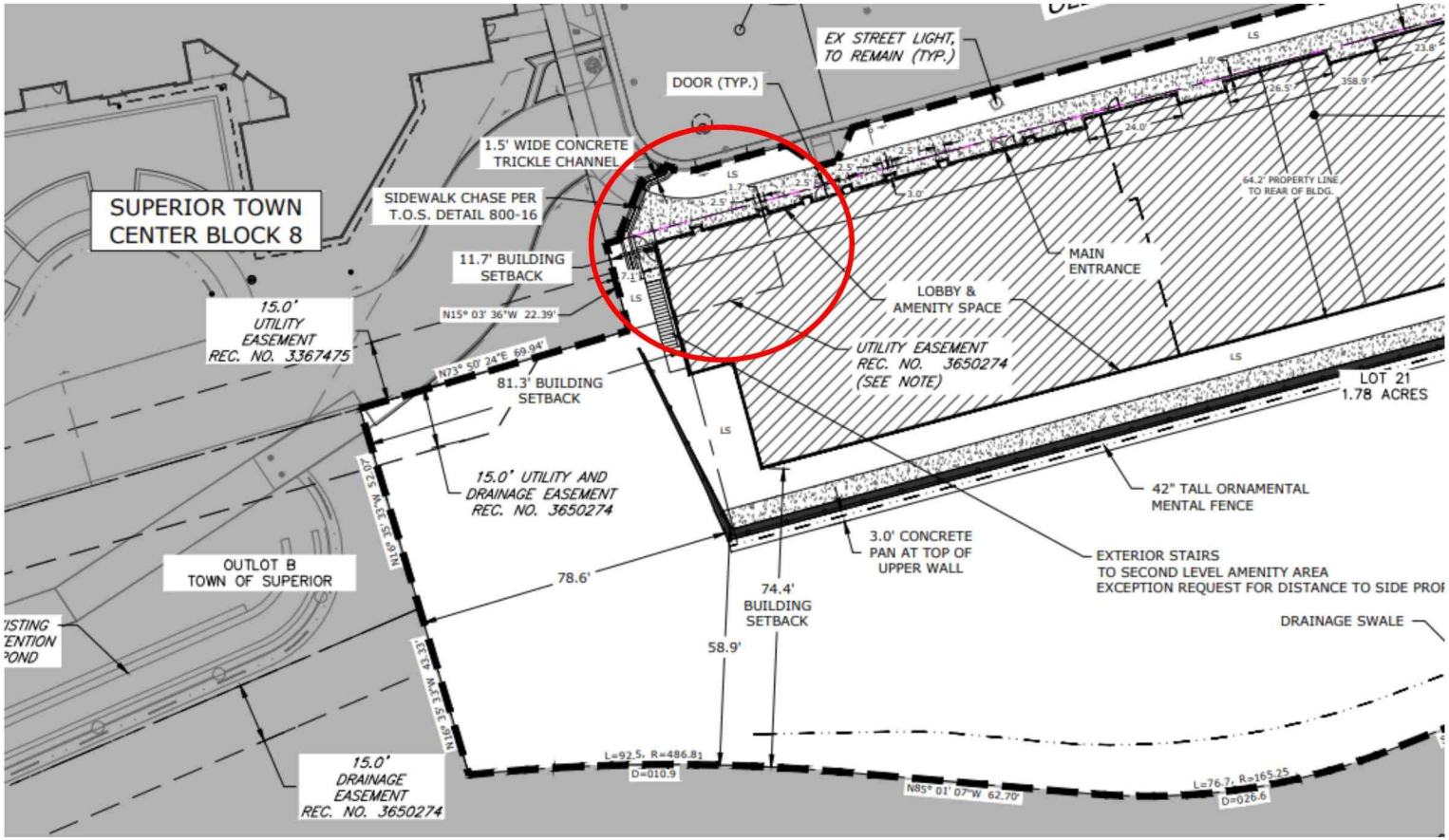
PARKING REQUIRED			
	REQUIRED RATIO	NUMBER OF UNITS	REQUIRED PARKING
UNIT	0.5	50	25
VISITOR	0.1	50	5
		TOTAL	**30**

PARKING PROVIDED					
LOCATION	STANDARD SPACES	ACCESSIBLE SPACES	ACCESSIBLE AS PERCENT OF TOTAL	COMPACT	**TOTAL**
GARAGE	28	2	5%	10	**40**

EV PARKING SUMMARY						
EV READY SPACES		EV CAPABLE SPACES		EV INSTALLED		
				ACCESSIBLE	STANDARD	% OF TOTAL
NUMBER	% OF TOTAL	NUMBER	% OF TOTAL	NUMBER	NUMBER	
8	20%	8	20%	2	2	10%

BICYCLE PARKING						
REQUIRED*			PROVIDED**			
COVERED	UNCOVERED	TOTAL	COVERED STANDARD	COVERED ACCESSIBLE	UNCOVERED	TOTAL
25	0.0	25	19	7	0	26

EXCEPTION REQUESTS



RECOMMENDATION

Planning Commission:

August 19th approved a resolution recommending the Town Council approve the Kite Route Crossing FDP

If the Town Council finds the application meets the relevant criteria, staff has provided a Resolution approving the Kite Route Crossing FDP.

Discussion and Questions

