Town Council
Meeting Agenda
Monday, September 22, 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 – None

4. Consent Agenda (6:25 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 Supporting the Colorado Park and Wildlife Non-Motorized Trail Grant Application for a Trails Master Plan on Coyote Ridge Open Space

d. Consideration of Resolution of the Town Council Approving a Settlement Agreement with and Accepting a Quitclaim Deed from Rachel and Michael Friedberg
e. Consideration of Resolution of the Town Council Approving a Settlement Agreement with and Accepting a Quitclaim Deed from Vicki and Phillip Kupfner
f. Proclamations for Outgoing Advisory Committee Members

5. Public Hearing - Rock Creek PD Amendment & Town 15 Rezoning Ordinance (6:35 p.m.)

6. Consideration of Resolution of the Town Council of the Town of Superior Approving South Pool Design Contract (8:05p.m.)

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
**September 8, 2025**
**Town Hall, 124 E. Coal Creek Drive**
**Superior, CO 80027**
**6:00 p.m.**

DRAFT

### Preliminary Matters

Mayor Mark Lacis called to order the meeting of the Town Council.

### Pledge of Allegiance

### Roll Call

| | |
|---|---|
| ***Present:*** | ***Mayor Mark Lacis***<br>***Mayor Pro-Tem Jason Serbu***<br>***Council Member Heather Cracraft***<br>***Council Member Mike Foster***<br>***Council Member Jenn Kaaoush***<br>***Council Member Stephanie Miller*** |
| ***Absent:*** | ***Council Member Neal Shah*** |
| ***Others Present:*** | ***Town Manager Matt Magley***<br>***Town Attorney Katie Vara***<br>***Town Clerk Shannon Dujardin*** |

### Approval of Agenda

Mayor Lacis asked to pull item 4h ((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).

**Motion:** Council Member Heather Cracraft moved to approve the agenda with item 4h pulled, seconded by Council Member Stephanie Miller.
**Vote:** CARRIED. 6 – 0, Absent - 1

### Council Reports

**Public comment** given by Dave Crawford, Ali Lance and David Harper.

## Presentation - Economic Development Update

## Consent Agenda

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

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

**Motion:** Council Member Mike Foster moved to approve the consent Agenda with item 4 h pulled, seconded by Council Member Heather Cracraft.
**Vote:** CARRIED. 6 – 0, Absent - 1

### 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

**Motion:** Council Member Mike Foster moved to approve a Resolution of the Town Council Approving Agreement with SavaTree to Provide the 2025 – 2026 Holiday Lighting Décor Program, seconded by Council Member Jenn Kaaoush.

**Vote:** CARRIED. Yes – 5 (Pro-tem Serbu, Cracraft, Foster, Kaaoush, Miller
No - 1 Mayor Lacis

**Public Hearing - Kite Route Crossing Final Development Plan and Approval of Development Agreement with Kite Route Crossing LLC**

**Motion:** Mayor Mark Lacis moved to approve a Resolution approving a Development Agreement with Kite Route Crossing LLC, with the condition of adding screening to the rooftop mechanical units, seconded by Council Member Jenn Kaaoush.
**Vote:** CARRIED. 6 – 0, Absent - 1

**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**

**Motion:** Mayor Mark Lacis moved to enter Executive Session to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), regarding legal issues in the Sagamore subdivision and related matters, seconded by Council Member Mike Foster.
**Vote:** CARRIED. 6 – 0, Absent - 1

Council Member Shah attended the Executive Session

No Action taken.

**Adjournment 9:39 p.m.**

_____

Mark Lacis, Mayor

_____

Shannon Dujardin, Town Clerk

**Notes**
**Superior Youth Leadership Council**
**September 3, 2025**
**6:30 PM**
**Superior Community Center**
**1500 Coalton Road**

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

1. Call Meeting to Order
2. Preliminary Matters
    a. Roll Call
    b. Approval of Agenda
    c. Public Comment (limit 5 minutes/person)
3. Team Building
4. Chair elections (election winners are in bold)
    a. Chair person
        i. **Rachel Mills**
    b. Vice-chairperson of communications
        i. Hannah Lee, **Elizabeth Marsella**, Sebi Medina, Michael Suh
    c. Vice-chairperson of events and volunteers
        i. Hannah Lee, Elizabeth Marsella, **Corinne Jones,** Michael Suh
    d. Secretary
        i. Hannah Lee, **Om Vegesna,** Neel Ruhil, Michael Suh
5. Discussion Items
    a. Monster Mash (October 25, 2025)
        i. Progress: To be added to work group: Om, Aadi, Mili, Megan,

Jackson, Dylan, Annie

ii. Work group potential dates: 14th Sunday, Friday 12th Sunday 7th. To be decided in group chat.

iii. Volunteer roles: To be assigned at next meeting.

6. Events
   a. Chili Fest: September 6th 2pm-6pm
      i. RACHEL, OM, AADI, AVIKA, ELLE(leaving early), CORINNE, ANNIE, RYAN, MEGEAN (late), MIKI (late)
      ii. Prizes and swag: squishmallow & gift card for big prize. All in favor to allocate $100 of budget to be spent on small swag items.
      iii. PARENTS NIGHT OUT FLYERS, Elizabeth to make.
7. Staff Updates
8. Council Updates
9. Adjourn

# Item Number 4c

## Information for Meeting of the Superior Town Council

| | |
|---|---|
| **Agenda Item Name:** | **Resolution – Supporting the Colorado Park and Wildlife Non-Motorized Trail Grant Application for a Trails Master Plan on Coyote Ridge Open Space** |
| **Meeting Date:** | **September 22, 2025** |
| **Presented by:** | **Leslie Clark, PROS Director** |
| **Presented for:** | **Action** |

## BACKGROUND

Town staff are exploring alternative funding for future trail planning improvements on Coyote Ridge Open Space. The Town acquired approximately 182 acres of open space from CenturyLink in 2020, and it was combined with existing Town-owned open space on the north-west corner, bringing the total acreage to 292 acres. These properties were re-zoned and re-named to Coyote Ridge Open Space through a recommendation from the Open Space Advisory Committee (OSAC). Coyote Ridge Open Space is located in both Boulder and Jefferson Counties, and Conservation Easements exist with both entities on this property.

In 2023, the Town engaged SuperBloom Innovative Landscape Architecture and Design firm to create the Coyote Ridge Open Space Master Plan. Improving access to Coyote Ridge with a small parking area and ADA trail was a recommendation in the Master Plan, and this project is currently in progress. Completing a Trail Plan was another key recommendation. The proposed Trial Plan will include mapping of trails, wayfinding and regulatory signage, trail names and distances, difficulty ratings, and interpretive information.

Through the Colorado Parks and Wildlife Non-Motorized Trail Grant, the Town will solicit trail planning services to include all identified trails within the 292-acre Coyote Ridge Open Space parcel in Superior. The proposed project will improve the accessibility, safety, and enjoyment of the Coyote Ridge trails as well as enhance educational opportunities surrounding the local natural environment and history.

## BUDGET IMPLICATIONS

The Non-motorized trail grant project to complete a Coyote Ridge Trail Plan has a budget of $80,000, over two years, with $20,000 (25%) cash match, $10,000 in 2026, and $10,000 in 2027 to be funded by the Town Open Space Budget.

**Coyote Ridge Trail Plan Budget**

| Year | Total Project Budget | Town Match | Open Space Funds Available 71-471-6912 |
|---|---|---|---|
| 2026 | $40,000 | $10,000 | $20,000 |
| 2027 | $40,000 | $10,000 | $20,000 |

## RECOMMENDATION

Recommend approving the Colorado Parks and Wildlife Non-Motorized Trail Grant application for funding assistance for the Coyote Ridge Trail Plan, with Town matching funds of $20,000 over the two-year grant period, 2026 through 2027.

## MOTION

Move to adopt the Resolution supporting the Colorado Parks and Wildlife Non-Motorized Trail Grant.

## ATTACHMENTS

- Attachment 1 - Resolution
- Attachment 2 – Coyote Ridge Map

**TOWN OF SUPERIOR**
**RESOLUTION NO. R-70**
**SERIES 2025**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR APPROVING THE SUBMISSION OF A GRANT APPLICATION TO COLORADO PARKS AND WILDLIFE TO FUND THE COYOTE RIDGE OPEN SPACE NON-MOTORIZED TRAIL GRANT**

**WHEREAS**, the Town intends to apply for a grant from Colorado Parks and Wildlife to fund the Coyote Ridge Trail Plan (the "Grant Application");

**WHEREAS**, the Town Council supports the Grant Application, and if the Grant Application is approved, the Council supports the completion of the project; and

**WHEREAS**, if the grant is awarded, the Council understands that the Town is obligated to contribute matching funds in the amount of $20,000 over two years, and which funds will be expended from the Town's 2026 and 2027 Open Space Budget.

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

**Section 1**. The Town Council hereby approves the submission of the Grant Application to Colorado Parks and Wildlife, and authorizes Town staff to execute any documents necessary for the submission of the Grant Application.

**ADOPTED this 22nd day of September, 2025.**

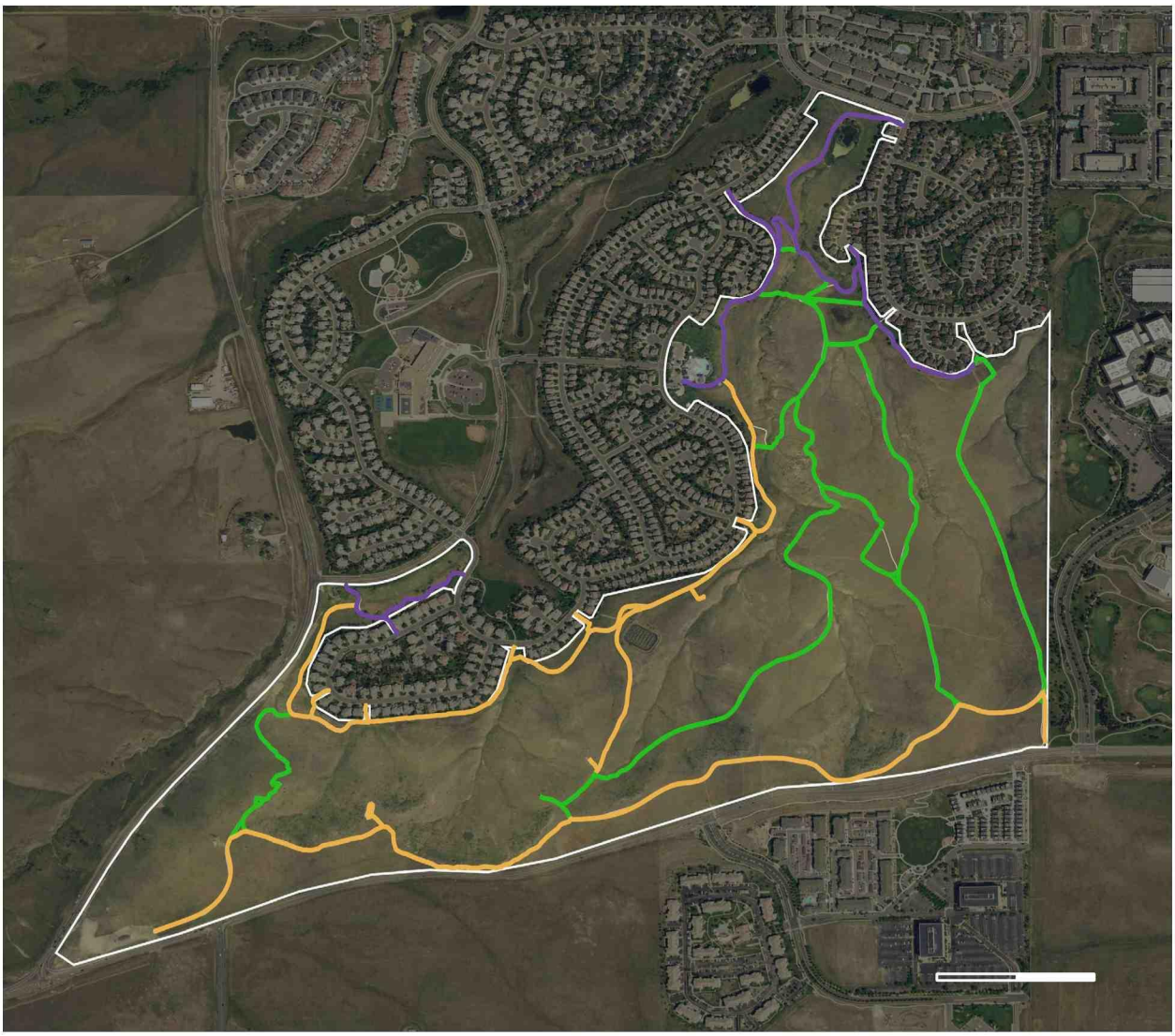
_____
Mark Lacis, Mayor

**ATTEST:**

_____
Shannon Dujardin, Town Clerk

# Coyote Ridge Trail Planning Grant

# Site Map



# Item 4d

## Information for Meeting of the Superior Town Council

| | |
|---|---|
| **Agenda Item Name:** | **Resolution – Approving a Settlement Agreement with and Accepting a Quitclaim Deed from Rachel and Michael Friedberg** |
| **Meeting Date:** | **September 22, 2025** |
| **Presented by:** | **Matt Magley, Town Manager**<br>**Nicholas Hartman, Town Attorney** |
| **Presented for:** | **Action** |

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## 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 landowners in the subdivision, as well as a quitclaim deed for their interest, if any, in the subdivision's private road. The landowners have approved the agreements to avoid the uncertainty of litigation and resolve the dispute with the Town. In exchange for the agreement and quitclaim deed, the Town will release the parties 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 Rachel and Michael Friedberg.

## ATTACHMENTS

- Resolution
- Agreement
- Quitclaim Deed
- Location Map

**TOWN OF SUPERIOR**
**RESOLUTION NO. R-71**
**SERIES 2025**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR APPROVING A SETTLEMENT AGREEMENT WITH AND ACCEPTING A QUITCLAIM DEED FROM MICHAEL AND RACHEL FRIEDBERG**

**WHEREAS**, the Town desires to settle potential legal claims between it and Michael and Rachel Friedberg 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 Michael and Rachel Friedberg 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 22nd 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 11 day of September, 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 Michael and Rachel Friedberg, natural persons with an address of 275 Pawnee Drive, Boulder, CO 80303 ("Property Owners") (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, on April 7, 2020, Property Owners purchased, by General Warranty Deed, Lots 18A and 19A of the Kupfner Subdivision, together with all appurtenances thereupon, and continue to own property in 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 Owners the lump sum of $10.00 (the "Settlement Payment"). Property Owners shall not be entitled to any further payments from the Town.

2. Quitclaim Deed. Immediately upon receipt of the Settlement Payment, Property Owners shall convey to the Town all of Property Owners' 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 Owners acknowledge and agree that the Town may call Property Owners as a witness in the Case, and that Property Owners 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 received 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 OWNERS

_____

Michael Friedberg

_____

Rachel Friedberg

STATE OF COLORADO )
) ss.
COUNTY OF Eagle )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 11 day of September, 2025, by Michael and Rachel Friedberg.

My commission expires: 05/19/2029

(S E A L)

Chayanne Chavez

Notary Public

CHAYANNE BLAKE CHAVEZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20254019077
MY COMMISSION EXPIRES 05/19/2029

**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 11 day of September, 2025, by and between Michael and Rachel Friedberg, individuals with an address of 275 Pawnee Drive, Boulder, 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 11 day of September, 2025.

STATE OF COLORADO )
) ss.
COUNTY OF Eagle )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 11 day of September, 2025, by Michael Friedberg and Rachel Friedberg.

My commission expires: 05/19/2029

(S E A L)

Notary Public

CHAYANNE BLAKE CHAVEZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20254019077
MY COMMISSION EXPIRES 05/19/2029

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9/11/25

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**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.

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9/11/25
/USERS/MICHAELFRIEDBERG/DOWNLOADS/FRIEDBERG QCD-A082725-2.DOCX

**LOCATION MAP**

# Item 4e

## Information for Meeting of the Superior Town Council

| | |
|---|---|
| **Agenda Item Name:** | **Resolution – Approving a Settlement Agreement with and Accepting a Quitclaim Deed from Vicki and Phillip Kupfner** |
| **Meeting Date:** | **September 22, 2025** |
| **Presented by:** | **Matt Magley, Town Manager**<br>**Nicholas Hartman, Town Attorney** |
| **Presented for:** | **Action** |

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## 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 landowners in the subdivision, as well as a quitclaim deed for their interest, if any, in the subdivision's private road. The landowners have approved the agreements to avoid the uncertainty of litigation and resolve the dispute with the Town. In exchange for the agreement and quitclaim deed, the Town will release the parties 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 Phillip and Vicki Kupfner.

## ATTACHMENTS

- Resolution
- Agreement
- Quitclaim Deed
- Location Map

**TOWN OF SUPERIOR**
**RESOLUTION NO. R-72**
**SERIES 2025**

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

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

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

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

**Section 1.** The Agreement between the Town and Phillip and Vicki Kupfner 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 22nd 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 among the Town of Superior, a Colorado home rule municipality with an address of 124 East Coal Creek Drive, Superior, CO 80027 (the "Town"), and Phillip K. Kupfner, a natural person with an address of _____, CO 80027 ("Defendant") and Vicki Kupfner, a natural person with an address of _____, 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 Defendant and others in the District Court of Boulder County, Case No. 2025CV30208 (the "Case");

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, on July 19, 2021, George D. Kupfner's Estate passed to the Estate of Bonnie Kupfner and, following Bonnie Kupfner's death on or about December 22, 2023, Bonnie Kupfner's Estate passed in part to Defendant;

WHEREAS, as part of the passing of Bonnie Kupfner's Estate, Defendant received, by personal representative deed, a 1/6$^{th}$ interest in various lots in the Kupfner Subdivision, subject to, another other things, the SIA;

WHEREAS, Property Owner is also a landowner within the Kupfner Subdivision with Defendant; and

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

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

1. Payment. Within 7 days of the Effective Date, the Town shall pay Defendant and Property Owner the lump sum of $10.00 (the "Settlement Payment"). Defendant and Property Owner shall not be entitled to any further payments from the Town.

2. Quitclaim Deed. Immediately upon receipt of the Settlement Payment, Defendant and Property Owner shall convey to the Town all of their 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. Dismissal. Within 7 days of the exchange of the Settlement Payment and quitclaim deed, the Town and Defendant shall jointly file with the court a motion for dismissal of Defendant from the Case, with prejudice.

5. Testimony. Defendant and Property Owner acknowledge and agree that the Town may call Defendant or Property Owner as a witness in the Case, and that Defendant and Property Owner shall comply with any requests to testify in the Case pursuant to a request by the Town.

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

a. *Legal Advice*. Each Party has 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.

c. *Assignment*. Other than Defendant's assignment of Defendant's interest in various lots in the Kupfner Subdivision to Superior Maintenance, Inc., no Party has previously assigned, transferred, granted, or purported to assign, transfer, or grant any of the Claims.

7. Miscellaneous.

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

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

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

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

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

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

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

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

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

TOWN OF SUPERIOR, COLORADO

_____
Mark Lacis, Mayor

ATTEST:

_____
Shannon Dujardin, Town Clerk

DEFENDANT

_____

STATE OF COLORADO )
) ss.
COUNTY OF _____ )

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

My commission expires:

(S E A L)

_____
Notary Public

PROPERTY OWNER

_____

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 Phillip and Vicki Kupfner, individuals with an address of _____, _____, 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.

_____

_____

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 4f

## Information for Meeting of the Superior Town Council

| | |
|---|---|
| **Agenda Item Name:** | **Presentation – Proclamations for Outgoing Advisory Committee Members** |
| **Meeting Date:** | **September 22, 2025** |
| **Presented by:** | **Matt Magley, Town Manager** |
| **Presented for:** | **Presentation** |

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## BACKGROUND

It is the Town's practice to recognize Advisory Committee members for their service. A proclamation has been prepared for this Town Council meeting to recognize committee members who have completed a minimum of one full term of service:

**Advisory Committee for Environmental Sustainability (ACES)**

- James Lester - Served from 2021 to 2025; completing one partial term and one full term.

**Parks and Recreation Advisory Committee (PARC)**

- Robert Stephens - Served from 2022 to 2025; completing one full term.

The Town appreciates their 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 committee, the Mayor, Town Council, and Town Staff. These Proclamations serve to officially recognize them for their service to the Town of Superior and its residents.

**RECOMMENDED ACTION:**

Presentation of Proclamations

**ATTACHMENTS:**

- Proclamations

***A PROCLAMATION OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR IN APPRECIATION OF THE SERVICE OF JAMES LESTER***

**WHEREAS, James Lester** is a resident of the Town of Superior and has been a strong advocate for the residents of Superior through volunteering to serve on the Advisory Committee for Environmental Sustainability and is to be commended for his effort to help make our community a better place; and

**WHEREAS, James Lester** was appointed to the Advisory Committee for Environmental Sustainability in 2021 and continued to serve on the Committee until 2025; and

**WHEREAS, James Lester** generously shared his skills and dedication by taking an active role in shaping the future of the Town of Superior; and

**WHEREAS,** The Town of Superior has benefited from James's volunteered time and energy and thoughtful participation on the Advisory Committee for Environmental Sustainability.

***NOW, THEREFORE, THE TOWN OF SUPERIOR HEREBY PROCLAIMS ITS APPRECIATION TO JAMES LESTER FOR HIS SIGNIFICANT CONTRIBUTION TO THE COMMUNITY AND FOR HIS SERVICE ON THE ADVISORY COMMITTEE FOR ENVIRONMENTAL SUSTAINABILITY.***

**ADOPTED** this 22nd day of September 2025.

_____

Mark Lacis, Mayor

***A PROCLAMATION OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR IN APPRECIATION OF THE SERVICE OF ROBERT STEPHENS***

**WHEREAS, Robert Stephens** is a resident of the Town of Superior and has been a strong advocate for the residents of Superior through volunteering to serve on the Parks and Recreation Advisory Committee and is to be commended for his effort to help make our community a better place; and

**WHEREAS, Robert Stephens** was appointed to the Parks and Recreation Advisory Committee in 2022 and continued to serve on the Committee until 2025; and

**WHEREAS, Robert Stephens** generously shared his skills and dedication by taking an active role in shaping the future of the Town of Superior; and

**WHEREAS,** The Town of Superior has benefited from Robert's volunteered time and energy and thoughtful participation on the Parks and Recreation Advisory Committee.

***NOW, THEREFORE, THE TOWN OF SUPERIOR HEREBY PROCLAIMS ITS APPRECIATION TO ROBERT STEPHENS FOR HIS SIGNIFICANT CONTRIBUTION TO THE COMMUNITY AND FOR HIS SERVICE ON THE PARKS AND RECREATION ADVISORY COMMITTEE.***

**ADOPTED** this 22nd day of September 2025.

_____

Mark Lacis, Mayor

# Item Number 5

## Information for Meeting of the Superior Town Council

| | |
|---|---|
| **Agenda Item Name:** | **Amendment to Rezone Town 15 Property from Planned Development to Open Space and Recreational District** |
| **Meeting Date:** | **September 22, 2025** |
| **Presented by:** | **Matt Magley, Town Manager**<br>**Renae Stavros, Planning and Building Director** |
| **Presented for:** | **Action** |

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| | |
|---|---|
| Item: | Ordinance - Amendment to Rezone Town 15, Tract A Rock Creek Ranch Filing 15 from PD-CAC to OS-R |
| Case No. | RZN-2025-02 |
| Applicant: | Town of Superior |
| Existing Zoning: | Rock Creek Ranch Planned Development with Community Activity Center Designation |
| Proposed Zoning: | Open Space and Recreational District |
| Location: | Tract A Rock Creek Ranch Filing 15 located NE of the intersection of McCaslin Blvd and Coalton Rd |
| Request: | Consideration of an Ordinance Amending the Rock Creek Planned Development, Tract A Rock Creek Ranch Filing 15 (Town 15), from Planned Development with Community Activity Center Designation to Open Space and Recreational District |

## Vicinity map

## Background

Tract A Rock Creek Ranch Filing 15 is located NE of the intersection of McCaslin Boulevard and Coalton Road. The immediately adjacent land uses are residential, and Town and Boulder County open space.

The subject lot is currently zoned under the Rock Creek Ranch Planned Development with a Community Activity Center Designation intended to function as community service, social and cultural focal points and have been located at positions central to several residential neighborhoods. The design philosophy behind the creation of these centers is the need for community-wide gathering and service facilities which contain those conveniences and provisions for daily shopping needs not found at Neighborhood activity centers, but also not of a sufficient scale to be located within a more regional center complex. These uses may include banking, medical, dental, and service/professional offices, research and development facilities, restaurant and specialty shopping facilities as well as provision for post offices, municipal services (such as police, fire stations, and emergency response), recreational, social, and cultural activities such as churches and theaters which draw residential communities together and strengthen the social fabric. The placement of this array of land uses may occur in a vertical as well as horizontal mix to allow for residences to be located above commercial office or retail uses.

Zoning on immediately adjacent lots includes, Planned Development (PD) with Residential Designation to the North and South, Planned Development (PD) with Open Space Designation to the East and South, and Boulder County - Agricultural to the West (see Figure 1).

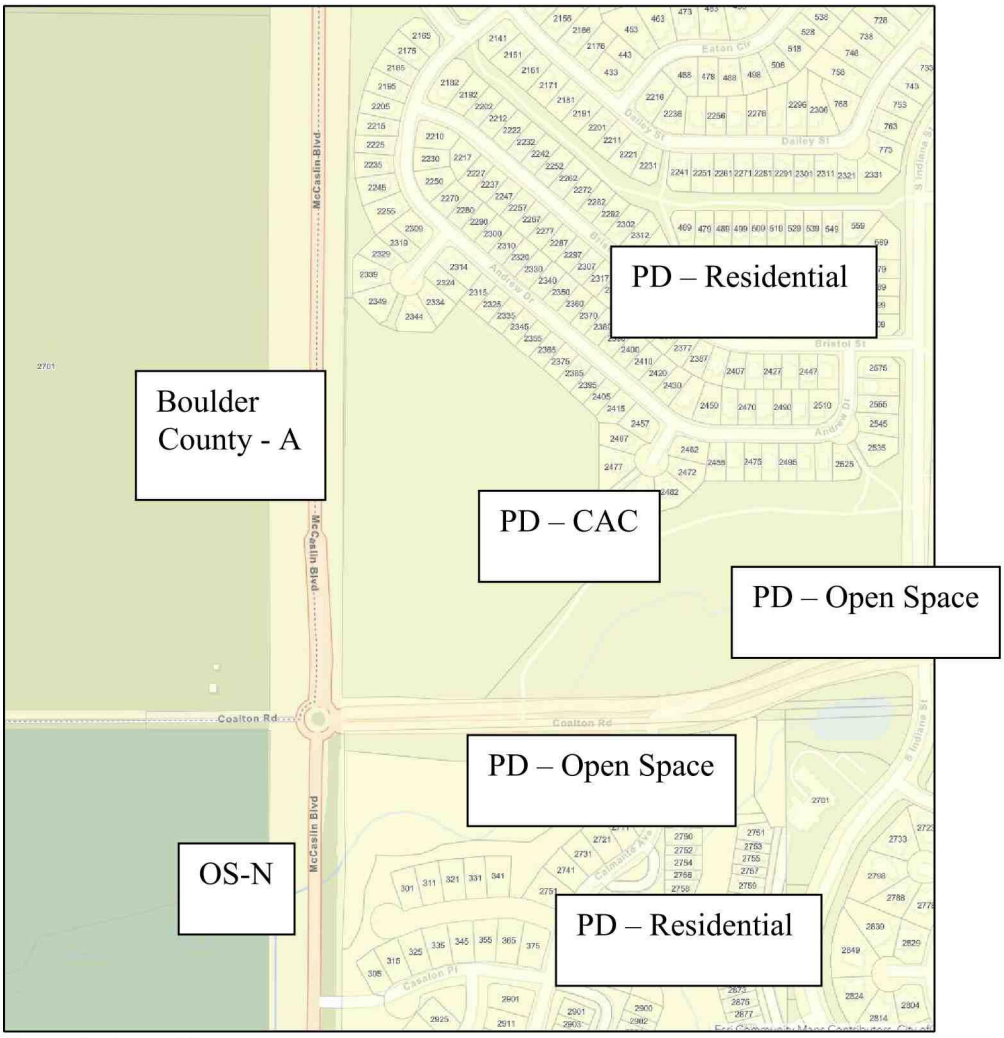


*Figure 1: Zoning Map*

The subject lot is roughly 15 acres as platted in Rock Creek Final Plat Site Plan No. 14 Rock Creek Ranch Filing 15 (Recorded September 1994). The property's original and current zoning is Planned Development with Community Activity Center Designation. The lot has always been vacant (see Figure 2) although there have been many proposals to develop the property over the last two and a half decades. In 1998 and 2003, two proposals envisioned a mixed-use development consisting of commercial/retail space and enough residential space to accommodate 55-58 units; however, these did not pass or were withdrawn by the developer based on economic analysis.

The Town of Superior purchased the lot in 2014. At the time of purchase, the Town had identified the property as a strategic acquisition for future use and development, which would be determined by the Town in the future. The purchase price was $1,200,000. In August of 2018, the Town Council voted against a private developer's application for purchase of the Town

owned 15-acre parcel of land named “Town 15”, located on the northeast corner of McCaslin Blvd and Coalton Road. This purchase proposal of developing a high school and community center sparked both community and Board interest regarding future potential use of Town 15.

In the 2021 Parks, Recreation, Open Space and Trails (PROST) Master Plan, concept plans were developed for the Town 15 Site. Given that the Town still needed to determine the future use of this site, the concept plans were incorporated within Appendix D of the Master Plan. In 2024, at a Town Council meeting, Town staff included Town 15 as a potential site for affordable housing. As a result of that suggestion, OSAC put the Town 15 parcel on their April agenda for discussion. That discussion resulted in the committee deciding to update their position paper and also included the suggestion to vote on sending a recommendation to the Town Council that the Town 15 parcel be rezoned Open Space-Natural. It is the OSAC’s recommendation that the parcel be rezoned Open Space-Natural.

In recent years, the lot has been used for overflow parking from Town events including Chili Fest at Community Park and Recycling programming. After the 2021 Marshall Fire, the lot was used as a FEMA relief site (see Figure 3).

*Figure 2: Image from 2004. Facing West. Oblique Imagery from Boulder County Assessor’s Office Property Search*

*Figure 3: Image from 2022. Post-Marshall Fire. Facing North. Oblique Imagery from Boulder County Assessor's Office Property Search*

## Application Summary:

This application proposes an amendment to rezone Town 15 (Tract A Rock Creek Ranch Filing 15) in Superior's Rock Creek Ranch Planned Development from Planned Development with Community Activity Center Designation to Open Space and Recreational District (OS-R). The Superior Municipal Code, Section 16-6-90 stipulates that the OS-R district is "intended to preserve the environment and natural character of the landscape within the district."

## Staff Analysis:

Section 16-7-30 (b) defines the criteria for rezoning: "The Town shall consider whether the proposed rezoning furthers the goals and policies of the Comprehensive Plan, and any other appropriate approved plans. In particular, the Town shall consider whether the adoption of the proposed amendment or rezoning would necessitate a Comprehensive Plan amendment."

Staff finds that the application satisfies the Municipal Code criteria insofar as the rezoning of the subject lots furthers several goals and policies found in the 2012 Comprehensive Plan and the 2021 PROS Master Plan.

**2012 Comprehensive Plan – Future Land Use Map**

POLICY 4.6.g: OPPORTUNITY AREA 7 (RICHMOND PROPERTY)

4.6.g(i): Preferred land uses

Preferred land use for this site is commercial and office. Potential community-oriented uses may also be appropriate.

4.6.g(ii): Relationship to Adjacent Uses

Incorporate the site design considerations identified on Figure 9 below, as appropriate, to ensure compatibility with adjacent residences and open space. Consider the scale and intensity of future development, the location and screening of parking, and potential traffic impacts of new development and access to minimize impacts.

*Figure 9: Site Design Considerations for Opportunity Area 7 (Northeast corner of McCaslin and Coalton Rd.)*

## 2021 PROS Master Plan:

In recent years, residents have expressed desire for various uses that include future rec center, park, library, and open space. As the town owns this parcel, this would be a location where these uses could be developed without purchasing additional property. Please note, the concepts provided a high-level test fit of what is possible for the site, not necessarily what should happen. If the Town chooses to develop Town 15 as a formal park, it is expected that the Town will conduct a community driven site-specific master plan process.

The following are the key themes that were derived from the public comment for the Town 15 site:

- Strong general support for keeping open space or as much open space as possible.
- Concern over the cost of developing the park
- If Town 15 is to be developed with amenities
    - Support developing the park without athletic field lighting

- Keep athletic fields interior to park (not along McCaslin)
- Multi-purpose field is favored over a diamond/baseball field
- Incorporation of all-abilities playground is supported

TOWN 15 SITE – CONCEPT PLAN 1

**Existing Zoning:** Planned Development with Community Activity Center Designation

Intent:

Community activity centers are intended to function as community service, social and cultural focal points and have been located at positions central to several residential neighborhoods. The design philosophy behind the creation of these centers is the need for community-wide gathering and service facilities which contain those conveniences and provisions for daily shopping needs not found at Neighborhood activity centers, but also not of a sufficient scale to be located within a more regional center complex.

These uses may include banking, medical, dental, and service/professional offices, research and development facilities, restaurant and specialty shopping facilities as well as provision for post offices, municipal services (such as police, fire stations, and emergency response), recreational, social, and cultural activities such as churches and theaters which draw residential communities together and strengthen the social fabric.

The placement of this array of land uses may occur in a vertical as well as horizontal mix to allow for residences to be located above commercial office or retail uses. 3.

Development Standards

a. Maximum Building Ground Coverage: 40%

b. Maximum Building Height:

Planning Areas 17, 18, 19 – 40 Feet

Planning Areas 1, 5, 6, 10, 12, 15, 16, 20, 21, 26, 27, 28 – 60 feet

c. Minimum Open Space: Section 9.3 Private/Common Open Space

Section 9.3B - Non-residential

1. Common open space for non-residential uses shall be a minimum of 20% of the total site, exclusive of areas designated as Community Open Space.
2. Common open space within non-residential areas shall be designed so as to provide suitable areas for walking, sitting and other outdoor passive recreational activities and shall be subject to review and approval by the Committee. Common open space shall be considered that portion of the site not developed as building pads, storage areas, driveways and parking areas. However, landscaped islands and buffers within parking areas may be used to satisfy a portion of this requirement, subject to conformance with the applicable Performance Criteria in Section 5.2H.

**Proposed Zoning:** Open Space and Recreational District (OS-R)

Intent:

The OS-R District is intended to preserve the environment and natural character of the landscape within the district.

Schedule of Uses for OS-R district

P – Permitted Uses:

Utilities/Cable Facilities (Underground), Parks, Restoration or Reclamation of Natural Habitat Greater Than ½ Acre, Signage, Flood Control Improvements, Unpaved Maintenance Roads

C – Permitted by Conditional Review:

Golf Courses with clubhouse, Veterinary Clinics/Hospitals, Public Recreation Facilities, Places of Worship, Campgrounds, Dog Parks, Picnic Shelters at trailheads, Picnic Shelters Not at trailheads, Restroom Facilities Not at trailheads, Kiosks – Information, Playgrounds, Trails – Unpaved, Trails – Paved, Trailheads without restroom facilities, Trailheads with restroom facilities, Parking – paved or unpaved, Fencing, Swimming Pools, Reservoirs, Athletic Fields, Basketball Courts, Tennis Courts, Markers and Lights necessary for public or private airports, Pedestrian Bridges, Maintenance Equipment Sheds, Installation of Landscaping (not a part of restoration or reclamation), Public Roadways - paved or unpaved, Grading and Berms (not a part of restoration or reclamation)

S – Permitted by Special Review:

Communications Facilities, Telecommunications Facilities, Utilities and Cable Facilities – overhead (existing overhead facilities exempted)

X – Prohibited:

Single-Unit Dwellings, Mobile Homes, Farm – Ranching – Garden Accessory Buildings for storage and animal husbandry uses, Living Quarters for farm operational personnel, Livestock and Livestock Boarding, Cultivation – Storage – sale of crops – vegetables – plants – flowers and nursery stock, Oil and Gas Facilities, Major Facilities of a public utility, Temporary Uses, Barbed Wire Fences

Schedule of Requirements for OS-R district

| Standard | OS-R |
|---|---|
| Minimum lot area (acres) | .25 |
| Maximum building or structure height (feet) | 25 |
| Maximum number of stories | 1 |
| Minimum lot width (feet) | 50 |
| Maximum lot coverage | 35% |
| Front yard setback | 50 ft |
| Side yard setback | 25 ft |
| Rear yard setback | 30 ft |
| Creek setback from high water mark A (feet) (minimum) | 30 t |

**Purchase Price and Assessed Value**

Town of Superior purchased the Town 15 lot, formally referred to as 'Richmond 15', for $1,200,000. Funds for the purchase were made from the General Fund Reserve.

- PRO - Provides the Town with ownership of a strategic piece of property, preserving maximum flexibility for the Town to use or develop in the future
- CON – Required the use of General Fund Reserves

*Removed Boulder County Assessor's Office Property Assessed Value table

**Appraisal & Opportunity Area Review**

Following Council direction after the initial public hearing on this item on June 9, 2025, the Town had a professional 3rd party appraisal of the Town 15 property. The Town contracted with Rocky Mountain Appraisal Network, which provided an As-Is Fee Simple Market Value as well as a Hypothetical Market Value as if the property is zoned medium-density residential with 12 dwelling units per acre (the full Report is provided as a Confidential Attachment to this packet).

Council further requested a review of the remaining opportunity areas as identified by the Comprehensive Plan Update that is underway. Staff has compiled a summary of Opportunity Areas (vacant and developable properties) identified by the Comprehensive Plan Update, along with proposed uses and development scenarios similar to those completed for Town 15, for the remaining properties. The Opportunity Area Scenario Review document reflects the current Draft

Recommended Uses proposed in the 2025 Comprehensive Plan Update, development scenarios, and property information for each Opportunity Area, provided as an Attachment to this packet.

## Scenario Planning:

Staff requested an economic development and fiscal summary analysis using residential, mixed-use and proposed (low) development scenarios. These scenarios are intended to assist in the decision-making process.

Residential Development Scenario – Single-Unit Dwelling Development (84 Single-Unit Dwellings/12 dwelling units/acre)

Mixed-Use Development Scenario – Mixed-Use Development (Approx. 50-Unit Apartment Complex and 7,500 sq. ft of In-Line Retail, separate buildings)

Proposed (Low) Development Scenario – Open Space – Recreation: where sometime in the much later future we may build a Rec Center or Library… but nothing immediate, so it remains vacant.

**Economic Impact Scenario Summary**

**Scenario 1 – Single-Family Development**

Single-family developments are a long-term driver for sustained population growth and local spending. Generally speaking, single-family homes are occupied by families looking to remain in the area long-term. The average household size for the Town of Superior is 2.85, signifying families which are more likely to stay in the area and spend their dollars within the Town year over year. The Boulder County Metropolitan Statistical Area (MSA) data shows household expenditures averaging $123,013 per year. The majority of the spending is for housing, transportation, and taxes and retirement. The next two major spending categories are grocery and entertainment, with a total average spending of $13,753 per year per household.

The Town 15 site could support a proposed 58 single-family homes. This is potentially 58 new families or 166 adults and children that would call Superior home and spend their dollars locally. This is a potential impact of $7,134,754 in expenditures every year with $797,674 of those dollars being spent on grocery and entertainment. These are specifically important in terms of providing tax revenue to the Town in support of infrastructure improvements, programming, and other municipal services through the sales and use taxes levied in the Town. It must be noted, however, that adding 15 acres of additional residential space will also increase the number of services the Town will need to provide to the area which will increase the overall costs to the Town over time.

**Scenario 2 – Mixed-Use Development**

Mixed-use developments create a dynamic and insulated community with residential units generally located above commercial units. This can include retail, restaurant, office, and light industrial spaces. Having a diverse set of uses within the development provides financial stability to developers which overall increases the developer's ability to secure funding for the development. At completion, mixed-use developments create a pedestrian friendly community

space where residents and businesses support each other and become a gathering space that increases the overall Quality of Life and Quality of Space.

Generally, residential units in mixed-use developments are apartment units with one-to-two persons occupying the units. The environment created by a mixed-use development assists in creating longer term residential tenants, but generally there is more turnover than single-family homes. However, having the residential units lends developers to securing longer term leases for businesses occupying the commercial spaces due to the proximity of a reliable consumer base for those commercial businesses. This helps provide a longer-term reliable revenue source for municipalities through sales and use taxes and becomes a point of interest to bring consumers to the area. The increased number of residents will also benefit businesses outside of the mixed-use development.

The Town 15 parcel could support a proposed 50-unit apartment complex with approximately 7,500 square feet of retail space. This could potentially add 50-100 adults with limited children added to the Town of Superior who would spend their dollars locally. Assuming a total average spending of $13,753 for grocery and entertainment expenses, this could be an additional $687,650 of spending into the local economy that will benefit the Town through sales and use taxes. The 7,500 square feet of retail space could support 2-5 retail spaces depending on the square footage needed for the type of commercial space that could support local small businesses or add new and exciting franchise opportunities for larger chains. These businesses will also provide additional, but limited employment opportunities. It must be noted, however, that adding 15 acres of mixed-use space will also increase the number of services the Town will need to provide to the area which will increase the overall costs to the Town over time, such as infrastructure, snow removal, etc.

**Scenario 3 – Open Space- Recreation**

Open space is a key factor in increasing the Quality of Life that is vital for sustained economic growth in a community and a region. By providing open space, municipalities are investing in the well-being and happiness of the local and regional workforce and consumer base. It creates an environment where people want to congregate and spend their time. Having additional open space within the Town of Superior's municipal limits keeps Superior citizens within the Town's boundaries as well as acts as a point of interest to bring outside populations into the Town to experience the area and bring their dollars to Superior businesses.

Open spaces also allow municipalities to develop with intent. By creating an open space, municipalities are utilizing real estate to benefit the Town while determining potential opportunities to develop the land to its' highest and best use. This highest and best use can be determined through public discourse, alignment with the Town's Comprehensive Plan goals, Town Council members input and decision making, and impact studies.

**<u>Fiscal Impact Scenario Summary</u>**

**Scenario 1 – Single-Unit Residential Development**

58 Single Family Residential
One-time revenues - $3.5 Million
On-going revenues – $55,000/year

**Scenario 2 – Mixed-Use Development**

50 apartment units and 7,500 sq. ft. retail
One-time revenues - $1.1 Million
On-going revenues – $65,000/year

**Scenario 3 – Open Space**

Open Space/Recreation – no revenues.

**PLANNING COMISSION RECOMMENDATION:**

On June 3, 2025, Planning Commission heard the subject application. Planning Staff gave a presentation on the proposal and was available to answer the Commissioners' questions.

Planning Commission voted 6-2, not recommending approval of the rezone application.

## Staff Recommendation

If the Town Council finds the application meets the applicable criteria for approval, Amending the Rock Creek Planned Development, Tract A Rock Creek Ranch Filing 15 (Town 15), from Planned Development with Community Activity Center Designation to Open Space and Recreational District, staff has provided an Ordinance approving the Amendment.

## Attachments:

- Resolution
- Ordinance
- Rezoning Map
- Appraisal (Confidential)
- Opportunity Area Scenario Review

**TOWN OF SUPERIOR**
**PLANNING COMMISSION**
**RESOLUTION NO. PC-3**
**SERIES 2025**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE TOWN OF SUPERIOR RECOMMENDING APPROVAL OF AN APPLICATION AMENDING THE ROCK CREEK RANCH PLANNED DEVELOPMENT TO REMOVE TOWN-OWNED PROPERTY AND REZONE THE PROPERTY FROM PD, PLANNED DEVELOPMENT, TO OS-R, OPEN SPACE AND RECREATION (TOWN 15), CASE NO. RZN-2025-02**

**WHEREAS**, the Town owns certain properties located in the Town, generally described as "Town 15" and more particularly described in **Exhibit A** (the "Property");

**WHEREAS**, the Town has filed an application to amend the PD to remove the Property from the PD and rezone the Property to OS-R, Open Space and Recreation (the "Application");

**WHEREAS**, the specific requirements for rezoning are set forth in Sections 16-7-10 through 16-7-40 of the Superior Municipal Code (the "Code");

**WHEREAS**, Section 16-7-30(a) of the Code requires a public hearing before the Planning Commission and recommendation by the Planning Commission to the Town Council; and

**WHEREAS**, on June 3, 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 Application meets all applicable requirements of the Code, and recommends that the Town Council approve the Application.

**Section 3**. This Resolution is hereby adopted by a majority of those Planning Commissioners present to hear the matter according to the following numbers of votes:

2 "yes" votes

6 "no" votes

**ADOPTED this 3rd Day of June, 2025.**

David J. D. Harper

David Harper, Chair (Mar)

**ATTEST:**

Shannon Dujardin, Town Clerk

THE TOWN OF SUPERIOR SEAL COLORADO

**TOWN OF SUPERIOR**
**ORDINANCE NO. O-16**
**SERIES 2025**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR AMENDING THE ROCK CREEK RANCH PLANNED DEVELOPMENT TO REMOVE TOWN-OWNED PROPERTY FROM THE ROCK CREEK RANCH PLANNED DEVELOPMENT AND REZONE THE PROPERTY FROM PD, PLANNED DEVELOPMENT, TO OS-R, OPEN SPACE AND RECREATION (TOWN 15)**

**WHEREAS**, the Town (the "Applicant") owns property located in the Town that is generally described as the "Town 15" and more particularly described in **Exhibit A** (the "Property");

**WHEREAS**, the Property is currently within the Rock Creek Ranch Planned Development (the "PD");

**WHEREAS**, on May 1, 2025, Applicant filed an application to amend the PD to remove the Property from the PD and rezone the Property to OS-R, Open Space and Recreation (the "Application");

**WHEREAS**, Section 16-7-30(a) of the Code requires a public hearing regarding a rezoning before the Planning Commission and recommendation by the Planning Commission to the Town Council;

**WHEREAS**, on June 3, 2025, the Planning Commission held a properly-noticed public hearing on the Application and did not recommend approval;

**WHEREAS**, Section 16-7-30(a) of the Code also requires a public hearing by the Town Council prior to approval of a rezoning;

**WHEREAS**, on June 9, 2025, and September 22, 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 below.

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

**Section 1**. Findings. The Town Council hereby finds and determines that the Application satisfies the criteria for rezoning set forth in Section 16-7-30 of the Code and is consistent

with the Comprehensive Plan and all provisions of Chapter 16 of the Code.

**Section 2**. Decision. Based on the foregoing findings, the Town Council hereby approves the Application, subject to the following condition: Applicant shall make all technical corrections to the Application directed by Town staff.

**Section 3**. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one or part or parts be declared unconstitutional or invalid.

**Section 4**. Safety. This Ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

**Section 5**. Effective Date. This Ordinance shall take effect 10 days after publication following adoption.

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

_____
Mark Lacis, Mayor

**ATTEST:**

_____
Shannon Dujardin, Town Clerk

**EXHIBIT A**
**Legal Description**

# Exhibit 1 - Rezone Map

PD - Residential

Boulder Co - A

(Proposed) Ope

PD - Open Space

PD - Open Space

Open Space - N

PD - Residential

# Opportunity Area Scenario Review

On June 9, 2025, Superior Town Council tabled the Town's rezoning application for Town 15 to further study fiscal and economic impacts of potential development on this and other designated Opportunity Areas in Town. Council directed Planning Staff to obtain a real estate appraisal to estimate the value of Town 15 and develop plausible future land use scenarios for each Opportunity Area reflective of the Draft Recommended Uses proposed in the 2025 Comprehensive Plan Update.

This document fulfills the second task by presenting two scenarios per Opportunity Area. The first outlines maximum development under current zoning—assumed plausible based on past entitlements. The second reflects a version of the current Draft Recommended Uses proposed in the 2025/2026 Comprehensive Plan Update, represented by a scenario that was proposed by a developer in recent years.

These scenarios serve as a foundation for estimating the potential revenue and economic activity each site might generate. Comparing these projections with Town costs will help assess the fiscal and economic impacts of future development.

While consistent methods were used, Staff emphasizes these scenarios are not definitive assessments of highest or best use. They are based on developer proposals shaped by market assumptions, demographics, zoning, public sentiment, and past Town decisions. As such, they offer a rough guide to what may be feasible, not a final judgment. Further analysis is needed to fully understand each property's potential.

## Opportunity Zone Economic Trends and General Impacts

### Office Space Development

Nationally, the COVID-19 pandemic shifted the demand for office space and made work-from-home and hybrid work situations a new normal. This decreased demand for office space continued for 18 quarters starting in the second quarter of 2020 through the third quarter of 2024, according to Newmark, a leading commercial real estate advisory group. Their data showed improved occupancy in the fourth quarter of 2024, which declined again the first quarter of 2025. Overall, commercial real estate experts are seeing a plateau in the office markets, with Cushman & Wakefield, a global commercial real estate company, observing signs of improvement in the market with the South region of the United States leading the office market recovery.

Locally, the Town of Superior has three major office suppliers, Discovery Office Park, Superior Plaza, and Superior Pointe. As of August 2025, all three suppliers have a combined total of just over 65,600 sq ft of office space available for lease. Additional office space will provide the opportunity for additional day time traffic and employment opportunities.

### Mixed-Use Development

Mixed-use developments are generally developments that include commercial space, typically on the ground level, with multifamily units on the higher floors. They create walkable communities where residents can live, shop, and eat within walking distance from their residence. Mixed-use developments also provide more diverse revenue streams that help make new development projects financially feasible. These types of developments provide the opportunity for additional individuals and families to live in the community and spend their dollars locally. The additional commercial spaces created with the developments also create additional tax revenue streams for the Town and help diversify the Towns revenue sources.

Apartments.com shows, as of September 2025, that the average rent in Superior is $2,059 per month. This is 26% higher than the national average rent price. Multifamily units generally provide more affordable opportunities for new residents to enter the market which can mean more dollars spent in the community and at local businesses.

## Hotel Development

Nationally, according to the American Hotel & Lodging Association's 2025 State of the Industry Report, the hotel industry is seeing a shift towards normalization in travel patterns after the COVID-19 pandemic disrupted the industry. The report states that the U.S. hotel industry experienced a notable increase in construction activity through 2024, signaling increased demand across the country. Locally, hotel demand is expected to grow due in part to the Sundance Film Festival relocating to Boulder, Colorado, eight miles from the Town of Superior. The festival is expecting to have events throughout the year, in addition to the primary festival generally held in January of each year. Hotel developments are also beneficial by brining visitors to the Town to stay and spend their dollars locally. Both the hotel stay and local spending increases tax revenue for the Town.

## Commercial Development

The National Association of Realtors July 2025 Commercial Real Estate Market Insights reports signs of renewed momentum for the economy, driven mostly by solid consumer spending. Retail currently holds the fastest rent growth and lowest vacancy rate among all commercial real estate sectors with general retail maintaining the lowest vacancy rate at 2.6% across the country. The Town of Superior's two of the three main retail centers, as of September 2025, are experiences low- to no- vacancies. Rock Creek Village currently has zero vacancy and the Superior Marketplace has a ten percent vacancy, not including pad sites or subleases. Downtown Superior currently has a fifty-two percent vacancy rate with the commercial units, not including Coal Creek Innovation Park, and a sixty-seven percent vacancy rate for the live/work units. Additional commercial spaces created also create additional tax revenue streams for the Town and help diversify the Towns revenue sources.

## Single-Family Development

The housing market continues to see demand for ownership housing opportunities, but has slowed with the increased mortgage rates and the cost of homes, both new and old, pricing new home buyers out of the market and incentivizing current home owners to stay in place. The addition of new housing units will most likely bring new residents to the Town of Superior, though affordability may continue to be an issue. The BOLO Realtors local July 2025 housing report shows that the median sales price for a single-family home in Superior for the month of July to be $999,999. Single-family developments provide opportunities for family and longer-term residents who will spend their dollars locally.

## Open Space – Recreation

Open space is a key factor in increasing the Quality of Life that is vital for sustained economic growth in a community and a region. Having additional open space within the Town of Superior's municipal limits keeps Superior citizens within the Town's boundaries as well as acts as a point of interest to bring outside populations into the Town to experience the area and bring their dollars to Superior businesses. High-quality amenities, such as open space have been shown to be an identified factor when individuals and families are deciding where to live.

## Age Restricted Housing Development

Age restricted housing options, especially when paired with income 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.

### Multifamily Development

In May 2025, Arbor, a multifamily direct lender and loan servicer, published their U.S. Multifamily Market Snapshot. This snapshot highlights that the multifamily market has continued to show resilience, with increased rent growth and steady occupancy rates stating rental demand continued to be driven by the single-family housing affordability issues and evolving lifestyle preferences. Downtown Superior, the newest multifamily development in the Town of Superior is currently, as of August 2025, approximately eighty-three percent occupied with Wood Partners in the process of developing 251 additional multifamily units on Block 8 of the Downtown.

Apartments.com shows, as of September 2025, that the average rent in Superior is $2,059 per month. This is 26% higher than the national average rent price. Multifamily units generally provide more affordable opportunities for new residents to enter the market which can mean more dollars spent in the community and at local businesses.

### Childcare Development

Back-to-office working conditions post COVID-19 and increased cost-of-living expenses have increased the demand for childcare services across the country, primarily for families with all parents in the home participating in the workforce. Across the country, high population areas are showing gaps in childcare centers, with a lack of childcare center to match their population size causing longer wait lists and a need for alternative childcare plans. Additional childcare centers can cut down long wait lists and provide that reliable childcare that allows the parents to enter and remain in the workforce. The U.S. Census Bureau's 2023 data shows that the Town of Superior had approximately 1,779 children ages zero to nine years old. It would be expected that a childcare development would also pull from the surrounding communities.

## Opportunity Zone Scenarios

### Discovery Office Park (~9 Acres South of Discovery Parkway)

General Location: McCaslin Blvd and Discovery Pkwy

Current Zoning/Land Use: Planned Development – Commercial/Office

Draft Comprehensive Plan Update Recommended Land Use: Residential, Commercial/Retail or Office

Approved Planning Documents:
PD Approved 3/12/2001

2003 FDP Development of the existing office building

2014 PD Amendment for entire development, other than lot shown in the 2024 PD Amendment below. This amendment brought in a new lot and allowed residential uses.

2018 FDP Development of the duplexes on Canary Lane

2024 PD Amendment Approved for development of Kite Route Crossing (48 units of 55+ affordable housing)

Site History: The same family has owned the development since its fruition, now managed by the son of original owners, Dan Aweida. The town allowed duplexes on the northern portion facing Downtown Superior in 2018, and approved the PD Amendment to allow affordable housing on the northernmost lot facing Old Rail Way in April 2024. The remainder of the development is a suburban office campus concept. Residential developers continually request consideration. Full movement on McCaslin at Discovery Pkwy is challenging due to speed and topography.

### *Scenario 1 (Current Approval):*

Development: 132,000 sq. ft of office space across 4 more buildings.

Economic Impact: See Opportunity Zone Economic Trends and General Impacts - "Office Space Development"

Fiscal Impact:

| **Discovery Office Park** | One-Time Revenue | On-Going Revenue |
|---|---|---|
| 132k SF Office | 1.75M | 185k |

### *Scenario 2:*

Development: 10.8 DU/Acre + 14,000 sq. ft Commercial

Economic Impact: See Opportunity Zone Economic Trends and General Impacts - "Mixed Use Development"

Fiscal Impact:

| **Discovery Office Park** | One-Time Revenue | On-Going Revenue |
|---|---|---|
| 14k Commercial, 74 Townhomes | 2.98M | 61k |

## Resolute

General Location: Coalton Rd and Autrey Dr

Current Zoning/Land Use: Planned Development – RAC (Regional Activity and Employment Center)

Draft Comprehensive Plan Update Recommended Land Use: Mixed-Use (MU) (Commercial focus)

Site History: Currently designated as RAC within the Rock Creek PD. Long-time owner. The site originally included the townhomes now under development by Koelbel. When that was rezoned to allow residential, the Board expected the remainder to be sales tax-generating uses. Developer interest has included senior residential, hotel, mixed-use with commercial/residential.

### *Scenario 1:*

Development: 10,000 sq. ft daycare, 10,000 sq. ft inline retail and a smaller standalone pad site of 900 sq. ft (potentially a coffee shop)

Economic Impact: See Opportunity Zone Economic Trends and General Impacts - "Commercial Development" and "Childcare Development"

Fiscal Impact:

| **Resolute** | One-Time Revenue | On-Going Revenue |
|---|---|---|
| 10k SF Daycare, 10K SF Retail, 900 SF Retail | 270K | 65K |

### *Scenario 2:*

Development: 100 Key Hotel, 300 Multi-Unit Apartments, and 10,000 SF Commercial/Retail.

Economic Impact: See Opportunity Zone Economic Trends and General Impacts - "Mixed-Use Development" and "Hotel Development"

Fiscal Impact:

| **Resolute** | One-Time Revenue | On-Going Revenue |
|---|---|---|
| 100-room Hotel, 300 Apartments, 10k Retail | 270K | 65K |

## Original Town

General Location: Marshall Rd and McCaslin Blvd

Current Zoning/Land Use: Commercial/Residential

Draft Comprehensive Plan Update Recommended Land Use: Mixed-Use (MU) (Neighborhood-scale)

### *Scenario 1:*

Development: Commercial/Retail Space

Economic Impact: See Opportunity Zone Economic Trends and General Impacts - "Commercial Development"

Fiscal Impact:

| **Original Town** | One-Time Revenue | On-Going Revenue |
|---|---|---|
| 10K Commercial | 239K | 9K |

### *Scenario 2:*

Development: Mixed-Use with Residential above Commercial/Retail or Office

Economic Impact: See Opportunity Zone Economic Trends and General Impacts - "Mixed-Use Development"

Fiscal Impact:

| **Original Town** | One-Time Revenue | On-Going Revenue |
|---|---|---|
| 10k Commercial, 5 Apartments | 320K | 18K |

## Superior Marketplace

General Location: Marshall Rd and Center Dr, east of McCaslin Blvd

Current Zoning/Land Use: Planned Development - Commercial

Draft Comprehensive Plan Update Recommended Land Use: Mixed-Use (MU) (add Residential)

Site History: The Superior Marketplace was developed under Urban Renewal, originally approved in 1998. Generally, with the exception of a few pad sites, it matches what was originally approved, with some minor amendments over the years. Costco, Target, and Whole Foods have remained in place throughout, with most other smaller tenants turning over since the original development. The site is bifurcated by Marshall Rd, or State Highway 170 (owned by CDOT), with the remainder of the internal network being private drives. The NW Superior Small Area Plan did a deep dive into possibilities for the area, but ultimately was not adopted by the Board. In 2021, residential uses were contemplated, both on the east side in the PetSmart building, and at the RTD site for a development for BCHA. After the fire, all discussions ceased to focus on rebuilding.

The Town realizes the majority of its sales tax revenue from this site; therefore, its future viability is critical to the Town's finances. There is one undeveloped pad site, and acres of underutilized parking. BCHA was working with RTD, who owns the property at the park-n-ride on this side of US 36.

On the Louisville side, CU purchased the old Cinebarre site for student and faculty housing. Louisville recently approved a big incentive package for King Soopers Marketplace to go into the former Lowe's site. Both of these will likely impact the Superior side in terms of economic impact.

This is also the area subject to state legislation under HB 1313 and the minimum parking bill. There is some degree of concern around traffic congestion in the area, and the degree to which further congestion would negatively impact the businesses. This should be evaluated during the transportation plan and scenario planning. Staff believes there is capacity in the network; however, we'll have to discuss this perception as we move forward.

### *Scenario 1:*

Development: Commercial - retail and office (Existing) (FAR .17, density 7,595 SF/acre)

Economic Impact: See Opportunity Zone Economic Trends and General Impacts - "Commercial Development" and "Office Development"

Fiscal Impact:

| **Superior Marketplace** | One-Time Revenue | On-Going Revenue |
|---|---|---|
| No Change | N/A | No Change |

### *Scenario 2:*

Development: Mixed-use – retail, office, residential, entertainment (FAR .17, density 7,595 SF/acre + 620 Units)

Economic Impact: See Opportunity Zone Economic Trends and General Impacts - "Mixed-Use Development"

Fiscal Impact:

| **Superior Marketplace** | One-Time Revenue | On-Going Revenue |
|---|---|---|
| 620 Apartments | 8.1M | 520K |

## 76th Street properties

General Location: 76th St and State Hwy 170, west of Costco

Current Zoning/Land Use: Agriculture (Unincorporated Boulder County)

Draft Comprehensive Plan Update Recommended Land Use: Medium-Density Residential/Light Industrial

Site History: Currently not annexed, but there is support from Bolder County and local officials to annex when these properties develop. A mix of ownership has been a challenge. Staff is frequently approached by housing developers. Staff has encouraged potential developers to follow the Comprehensive Plan Update before moving forward with an application for Annexation and Zoning.

### *Scenario 1:*

Development: 220 Unit Senior Community

Economic Impact: See Opportunity Zone Economic Trends and General Impacts – "Age Restricted Housing Development"

Fiscal Impact:

| **76th Street Properties** | One-Time Revenue | On-Going Revenue |
|---|---|---|
| 220 Apartments (Senior Housing) | 3.9M | 206K |

### *Scenario 2:*

Development: 25-35 DU/Acre (4-story garden-style apartments) + Light Industrial (35-50 flex storage units plus additional traditional storage units – Guardian Storage Expansion)

Economic Impact: See Opportunity Zone Economic Trends and General Impacts – "Mixed-Use Development"

Fiscal Impact:

| **76th Street Properties** | One-Time Revenue | On-Going Revenue |
|---|---|---|
| 380 Apartments (25-25 DUs/Acre) | 5.8M | 352K |

## Zaharias

General Location: 88th Street

Current Zoning/Land Use: Planned Development (Rock Creek Ranch) – Regional Activity and Employment Center

Draft Comprehensive Plan Update Recommended Land Use: Residential/Mixed-Use

Site History: This 23-acre site is designated for commercial uses in the Rock Creek PD. Historically, there was going to be access to US 36 at 88th. The on/off-ramp option at this intersection is no longer supported by CDOT, making the existing zoning an unlikely development opportunity. A multi-family development was proposed in 2020, but ultimately voted down. The discussion in the Minutes reflects the conversation by the Board leading to the decision.

## *Scenario 1:*

Development: 4.3 DU/Acre (92 units) plus 2.3 acres of commercial development (Sf of Commercial?)

Economic Impacts: See Opportunity Zone Economic Trends and General Impacts – "Mixed-Use Development"

Fiscal Impacts:

| **Zaharias** | One-Time Revenue | On-Going Revenue |
|---|---|---|
| 92 Single Units, 12k SF Commercial | 4.9M | 150K |

## *Scenario 2:*

Development: 8 DU/Acre (180 units) in addition to a clubhouse, leasing center, and public parking.

Economic Impacts: See Opportunity Zone Economic Trends and General Impacts – "Multifamily Development"

Fiscal Impacts:

| **Zaharias** | One-Time Revenue | On-Going Revenue |
|---|---|---|
| 180 Apartments | 4.5M | 182K |

**TOWN OF SUPERIOR**
**ORDINANCE NO. O-16**
**SERIES 2025**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR AMENDING THE ROCK CREEK RANCH PLANNED DEVELOPMENT TO REMOVE TOWN-OWNED PROPERTY FROM THE ROCK CREEK RANCH PLANNED DEVELOPMENT AND REZONE THE PROPERTY FROM PD, PLANNED DEVELOPMENT, TO OS-R, OPEN SPACE AND RECREATION (TOWN 15)**

**WHEREAS,** the Town (the "Applicant") owns property located in the Town that is generally described as the "Town 15" and more particularly described in **Exhibit A** (the "Property");

**WHEREAS,** the Property is currently within the Rock Creek Ranch Planned Development (the "PD");

**WHEREAS,** on May 1, 2025, Applicant filed an application to amend the PD to remove the Property from the PD and rezone the Property to OS-R, Open Space and Recreation (the "Application");

**WHEREAS,** Section 16-7-30(a) of the Code requires a public hearing regarding a rezoning before the Planning Commission and recommendation by the Planning Commission to the Town Council;

**WHEREAS,** on June 3, 2025, the Planning Commission held a properly-noticed public hearing on the Application and did not recommend approval;

**WHEREAS,** Section 16-7-30(a) of the Code also requires a public hearing by the Town Council prior to approval of a rezoning;

**WHEREAS,** on June 9, 2025, and September 22, 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 below.

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

**Section 1.** Findings. The Town Council hereby finds and determines that the Application satisfies the criteria for rezoning set forth in Section 16-7-30 of the Code and is consistent

DID NOT PASS

with the Comprehensive Plan and all provisions of Chapter 16 of the Code.

**Section 2**. Decision. Based on the foregoing findings, the Town Council hereby approves the Application, subject to the following condition: Applicant shall make all technical corrections to the Application directed by Town staff.

**Section 3**. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one or part or parts be declared unconstitutional or invalid.

**Section 4**. Safety. This Ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

**Section 5**. Effective Date. This Ordinance shall take effect 10 days after publication following adoption.

**INTRODUCED, READ, PASSED AND ORDERED PUBLISHED this 22nd day of September, 2025.**

_____

Mark Lacis, Mayor

**ATTEST:**

_____

Shannon Dujardin, Town Clerk

DID NOT PASS

**EXHIBIT A**
**Legal Description**

DID NOT PASS

# Agenda Item #8 – Rezoning Town 15

9.22.25

Town of Superior – Town Council

## Comparing Development Standards

Existing Zoning: Planned Development with Community Activity Center Designation

Uses:
banking, medical, dental, and service/ professional offices, research and development facilities, restaurant and specialty shopping facilities as well as provision for post offices, municipal services (such as police, fire stations, and emergency response), recreational, social, and cultural activities such as churches and theaters which draw residential communities together and strengthen the social fabric.

Development Standards:

a. Maximum Building Coverage: 40%
b. Maximum Building Height: 60 feet
c. Minimum Open Space: 20%

## Comparing Development Standards

Proposed Zoning: Open Space and Recreational District (OS-R)

Permitted Uses:
Utilities/Cable Facilities (Underground), Parks, Restoration or Reclamation of Natural Habitat Greater Than ½ Acre, Signage, Flood Control Improvements, Unpaved Maintenance Roads

| Standard | OS-R |
|---|---|
| Minimum lot area (acres) | .25 |
| Maximum building or structure height (feet) | 25 |
| Maximum number of stories | 1 |
| Minimum lot width (feet) | 50 |
| Maximum lot coverage | 35% |
| Front yard setback | 50 ft |
| Side yard setback | 25 ft |
| Rear yard setback | 30 ft |
| Creek setback from high water mark A (feet) (minimum) | 30. t |

Conditional Review:
Golf Courses with clubhouse, Veterinary Clinics/Hospitals, Public Recreation Facilities, Places of Worship, Campgrounds, Dog Parks, Picnic Shelters, Playgrounds, Trails, Swimming Pools, Reservoirs, Athletic Fields, Basketball Courts, Tennis Courts, Pedestrian Bridges, Maintenance Equipment Sheds, Public Roadways

Purchase Price

Town of Superior purchased the Town 15 lot, formally referred to as 'Richmond 15', for $1,200,000. Funds for the purchase were made from the General Fund Reserve.

- PRO - Provides the Town with ownership of a strategic piece of property, preserving maximum flexibility for the Town to use or develop in the future
- CON – Required the use of General Fund Reserves

## FISCAL IMPACT SCENARIO SUMMARY

*Scenario 1 – Single-Unit Residential Development*
58 Single Family Residential
One-time revenues - $3.5 Million
On-going revenues – $55,000/year

*Scenario 2 – Mixed-Use Development*
50 apartment units and 7,500 sq. ft. retail
One-time revenues - $1.1 Million
On-going revenues – $65,000/year

*Scenario 3 – Open Space*
Open Space/Recreation – no revenues.

## ECONOMIC IMPACT SCENARIO SUMMARY

*Scenario 1 – Single-Unit Residential*
- 58 new families or 166 adults and children
- $7,134,754 in expenditures
  - $797,674 groceries and entertainment

*Scenario 2 – Mixed-Use Development*
- 50 Unit Apartment:
  - $13,753 for grocery and entertainment
- 2-5 retail spaces
  - support local small businesses or add new and exciting franchise opportunities for larger chains.

*Scenario 3 – Open Space*
- Increases Quality of Life that is vital for sustained economic growth in a community and a region.

# Agenda Item #8 – Rezoning Town 15

| Opportunity Zone Scenarios - Undeveloped Parcels in Superior | | | | | |
|---|---|---|---|---|---|
| Scenario 1 | | | Scenario 2 | | |
| Property Name | One-Time Revenue | On-Going Revenue | Property Name | One-Time Revenue | On-Going Revenue |
| Discovery Office Park – 132k SF Office | $1.75M | $185k | Discovery Office Park- 10.8 DU/Ac+ 14k Comm'l | $2.98M | $61k |
| Resolute - 10k sq ft Daycare +11k Retail | $270k | $65k | Resolute- 100 Key Hotel + 300 Multi-family +10k SF Retail | **$6.4M** | **$263k** |
| Original Town - Commercial/Retail | $239k | $9k | Original Town - Mixed Use | $320k | $18k |
| Marketplace- Commercial | N/A | N/A | Marketplace - Mixed Use | $8.1M | $520k |
| 76th Street- 220 units senior housing | $3.9M | $206k | 76th Street - 25-35 DU/ac+light industrial | $5.8M | 352k |
| Zaharias- 92 units+comm devp't | $4.9M | $150k | Zaharias - 180 units | $4.5M | $182k |

# QUESTIONS?

# Item Number 6

## Information for Meeting of the Superior Town Council

| | |
|---|---|
| **Agenda Item Name:** | **Resolution – Approving an Agreement with Barker, Rinker, Seacat Architecture for the South Pool Design** |
| **Meeting Date:** | **September 22, 2025** |
| **Presented by:** | **Brannon Richards, PWU Director**<br>**Leslie Clark, PROS Director**<br>**Jordan Hayes, Project Manager**<br>**Representatives from BRS** |
| **Presented for:** | **Action** |

---

## Background

South Pool, located at 3300 Huron Peak Avenue, is a very popular recreational asset for Town of Superior residents. South Pool consists of a bath house, a leisure pool (150,000 gallons), and a small wading pool. The outdoor pool and facility were originally constructed in 2000 and have had minor repairs and updates over this period, including mechanical room upgrades, solar installation, climbing wall addition, and sun shade replacement. The pool is open 10:30 a.m. - 8:00 p.m. daily from Memorial Day to Labor Day each year, with annual attendance figures of approximately 13,000 visitors.

South Pool continues to age and experience intermittent downtime due to repairs. The need to conduct a full renovation is recommended to effectively address the operation and safety needs of South Pool, and to introduce more efficient mechanical and sanitation systems with sustainability goals in mind. While conducting this renovation, there are opportunities for updating the bathhouse restrooms, showers, storage, and guard areas, as well as to add play amenities in alignment with community feedback gathered earlier this year.

## Selection Process

Barker, Rinker, Seacat Architecture (BRS) submitted qualifications this year for the North Pool Design and were shortlisted based on those qualifications. After an interview process, BRS was found to be the most qualified and selected to design the North Pool renovation, as well as to

conduct community engagement and facility condition assessments for both North and South Pools. BRS was selected for the North Pool Design from the January shortlist of qualified vendors. Their familiarity with the South Pool facility, the community, Council, and staff makes them the most qualified to design the South Pool renovation.

## Schedule

Design of the South Pool will begin immediately following Council approval. The goal is to complete the design phase in early 2026 and bid the project in March 2026 for construction during the 2026/2027 pool offseason.

## Budget Implications

The Town successfully passed the Sales Tax Bond Initiative in 2024 to help fund public infrastructure needs, including the design and renovation of Superior Pools. The design and construction administration of South Pool at $379,681 plus a construction budget of up to $3.39 Million will be supported through this Bond revenue.

| **Project** | **Year** | **Budget Amount** | **Design Fee** | **Funds Available** |
|---|---|---|---|---|
| **South Pool Design** | 2025-2026 | $3,770,000 | $379,681 | $3,390,319 |

## Recommendation

Based on the qualifications received and reviewed, staff recommend awarding BRS the agreement for the South Pool design and construction administration in the amount of $379,681.

## Motion

Move to adopt a Resolution approving an Agreement with Barker, Rinker, Seacat Architecture to design South Pool in the amount of $379,681.

## Attachments

- Attachment 1 - Resolution
- Attachment 2 - Professional Services Agreement
- Attachment 3 - Fee Proposal

**TOWN OF SUPERIOR**
**RESOLUTION NO. R-73**
**SERIES 2025**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BARKER RINKER SEACAT ARCHITECTURE FOR THE DESIGN OF THE SOUTH POOL**

**WHEREAS**, the South Pool is aging and needs renovation;

**WHEREAS**, the Town desires to renovate the South Pool and completed a solicitation process for pool design earlier this year;

**WHEREAS**, the Town selected Barker Rinker Seacat Architecture ("BRS") for design services for North Pool; and

**WHEREAS**, the Town Council finds it in the best interest of the public health, safety and welfare of the Town to engage BRS for design services for the South Pool.

**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 BRS 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 22nd 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 Barker Rinker Seacat Architecture, an independent consultant with a principal place of business at 990 S Broadway, Suite 222, Denver, CO 80209 ("Consultant) (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Consultant 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. Consultant 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 Consultant proceeds without such written authorization, Consultant 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 Consultant 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 Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant 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 Consultant, the Town shall pay Consultant hourly and as provided for in **Exhibit B**, attached hereto and incorporated herein by this reference, in an amount not to exceed $372,081, as well as a reimbursement for project-

related expenses, including travel and the printing of documents, in an amount not to exceed $7,600. In no event shall total compensation paid to Consultant exceed $379,681.

## IV. PROFESSIONAL RESPONSIBILITY

A. Consultant 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 Consultant 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 Consultant 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 Consultant for its professional expertise, Consultant agrees not to employ subcontractors to perform any work under the Scope of Services.

D. Consultant 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 Consultant shall be exclusively owned by the Town. Consultant 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," Consultant 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 Consultant; provided that Consultant shall have no liability for any work that has been modified by the Town.

## VI. INDEPENDENT CONTRACTOR

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

## VII. INSURANCE

A. Consultant 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 Consultant pursuant to this Agreement. At a minimum, Consultant 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 Consultant. Consultant shall be solely responsible for any deductible losses under any policy.

C. Consultant 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. Consultant 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 reasonable 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 Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant, or which arise out of a worker's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant. Consultant'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 Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant.

B. If Consultant is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Consultant's obligation to indemnify and hold harmless the Town may be determined only after Consultant'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

**CONSULTANT**

By: _____

**EXHIBIT A**
**SCOPE OF SERVICES**

Consultant's Duties

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

- Make presentations to the Town Council, Advisory Committees, and user groups as requested.
- Create Schematic Design (SD) and Design Development (DD) documents to include cost estimates in each phase.
- Develop final design with Town staff/stakeholder feedback.
- Present final design at Town Council Meeting, as required.
- Provide Construction Documents (CDs) to obtain necessary permits, and for bidding to Contractors.
- Provide construction phase services, including submittal review, permitting, pay application and change order review, weekly construction observation, project close-out and as-built drawings.
- Assist the Town to work within the current project construction budget.

Consultant's Deliverables

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

- Geotechnical Report if required
- Topographical Survey if required
- Schematic Design Documents
- Design Development Documents
- Construction Documents

# Town of Superior's South Pool Renovation

## Barker Rinker Seacat Architecture

## Scope of Work

September 11th, 2025

The following scope of work represents the task definition of the roles and responsibilities of Barker Rinker Seacat Architecture (BRS, also referred to as the Architect) for a renovation to the existing Superior South Pool and Bath House in Superior, Colorado. This proposal is for providing architectural and engineering services to obtain the appropriate permits for the renovation of the South Pool facility, including services during construction. The existing Superior South Pool bath house is approximately 3,000 square feet with an existing leisure pool and kid pool. The facility was built in the early 2000s with staff space, storage, pool mechanical, lifeguard office, and locker rooms.

As the Superior South Pool facility continues to age and experience intermittent down time due to repairs, the biggest needs and top priorities are replacing the pool equipment for improved heating and filtration systems; better efficiency and upgrades to the locker rooms; shade around the pool deck; more storage area(s); an updated guard room; and replacing outdated pool amenities with new features. Currently the pool needs the sand filters replaced; re-plastering of the pool shell; re-building the skimmer baskets; repairing the filter laterals; re-building a pump; and conducting a leak detection study. The construction budget is anticipated to be approximately $3 million with soft costs being around $600,000 for a total project budget of $3.6 million.

Barker Rinker Seacat Architecture will serve as the Architect of Record. BRS shall maintain the prime contract relationship for the Project with The Town of Superior (herein also referred to as "Town"). This proposal is based on a Design-Bid-Build procurement process. If desired by the Town, BRS may assist with the procurement process for the General Contractor for Construction. BRS services will include Programming, Architectural Design, Interior Design, and Exterior Design. Civil engineering, landscape architecture, structural engineering, electrical engineering, mechanical engineering, plumbing engineering, sustainability/energy consulting, cost estimating, site survey and geotechnical services will be provided. BRS will hold all sub-consultant contracts, each using an AIA C401 or C402 document. All phases of the work will be documented using Building Information Modeling (BIM, using Revit software). Please refer to the Project Schedule for anticipated design and construction milestones as well as the number of anticipated workshops. As soon as practicable, after the contract has been fully executed, BRS shall submit, for the Town's approval, a project schedule with more detailed information based on the agreed-upon project kickoff date.

The architectural responsibility scope of work is broken down as follows:

## SCHEMATIC DESIGN PHASE

*Town's Scope of Work Requirements:*

A. *Establish an overall design direction and prepare and submit Schematic Design Documents illustrating the scale and relationship of project components. Prepare preliminary Specifications noting preliminary selections of major building systems and construction materials. Submit a budget estimate for the cost of the work. Submit updated Schematic Design, Schedule, and a budget estimate to the Town staff for review and approval. The Town will provide written approval of the scope that they agree to move forward with into the Design Development phase that meets the approved construction budget. Scope areas that are outside of the allowed budget will not be developed further than the Schematic Design level and the information will be available for future design when funding is available.*

*Architectural Responsibility:*

1. BRS shall review the program and other information furnished by the Town, and shall review laws, codes, and regulations applicable to the Architectural services and the project.

2. BRS shall prepare a preliminary evaluation of the Town's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other information, each in terms of the other, to ascertain the requirements of the Project. BRS shall notify the Town of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
3. BRS shall present its preliminary evaluation to the Town and shall discuss with the Town alternative approaches to design and construction of the Project. BRS shall reach an understanding with the Town regarding the requirements of the Project.
4. Based on the Project requirements agreed upon with the Town, BRS shall prepare and present, for the Town's approval, a preliminary design illustrating the scale and relationship of the Project components.
5. Based on the Town's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Town's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections, and elevations; and may include some combination of study models, perspective sketches or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
6. BRS shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Town's program, schedule, and budget for the Cost of the Work.
7. BRS shall submit to the Town an estimate of the Cost of the Work. In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Town's budget.
8. BRS shall submit the Schematic Design Documents to the Town, and request the Town's written approval.
9. BRS shall lead the consultant coordination effort during Schematic Design with structural, mechanical, electrical, plumbing, aquatics, energy, civil, and landscape consultants.
10. Meetings: Please refer to the Project Schedule.
11. Schematic Design Printing and Distribution of Documents: BRS shall distribute progress documents electronically (PDF) to the Town and consultants.
12. Written response to Town's SD Review: BRS shall provide a written response to Town's schematic design review upon request.

*Sub-Consultant/Engineer Responsibility:*

In addition to the responsibilities and deliverables provided by the Architectural team, the Sub-Consultant / Engineering Team members shall provide end-of-phase deliverables for the Schematic Design Phase. Civil and landscape will prepare drawings and documents for the deliverable. The geotechnical engineer will provide a geotechnical report. The surveyor will provide a survey. The structural engineers as well as the mechanical, plumbing, and electrical engineers will provide design narratives outlining design criteria, general systems approach, and requirements. The aquatic designer will provide drawings and documentation at the end of the Schematic Design Phase.

## DESIGN DEVELOPMENT PHASE

*Town's Scope of Work Requirements:*

A. *Develop the approved Schematic Design Documents to fix and describe the size and character of the project as to architectural, aquatic, structural, mechanical, and electrical systems, and civil site development. Develop specifications to further identify major materials and systems to establish their general quality levels. Consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics.*

*Architectural Responsibility:*

1. Based on the Town's written approval of the Schematic Design Documents, and on the Town's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the team shall prepare Design Development Documents for the Town's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, aquatic, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.
2. As a service to the Town, BRS shall illustrate and describe additive and deductive alternatives in order to preserve options for cost control through the end of the Design Development phase. Upon acceptance of the budget at the end of Design Development, the project scope shall be fixed, and documentation of alternatives beyond the Design Development phase shall constitute an Additional Service.
3. The estimator shall update the estimate of the Cost of the Work at the end of Design Development.
4. BRS shall submit the Design Development Documents to the Town, advise the Town of any adjustments to the estimate of the Cost of the Work, and request the Town's written approval.
5. Meetings: Please refer to the Project Schedule.
6. Design Development Printing and Distribution of Documents: BRS shall distribute progress documents electronically (PDF) to the Town and consultants.
7. Written Response to Town's DD Review: BRS shall provide a written response to the Town's Design Development review upon request.

*Sub-Consultant/Engineer Responsibility:*

In addition to the responsibilities and deliverables provided by the Architectural team, the Sub-Consultant / Engineering Team members shall provide end of phase deliverables for the Design Development Phase. Civil and landscape will prepare drawings and documents for the deliverable. The structural engineer, mechanical, plumbing, and electrical engineers as well as the aquatic designer will provide drawings and specifications (project manual) indicating the scope of work and design noting types of systems and preliminary specifications.

## CONSTRUCTION DOCUMENTS PHASE

*Town's Scope of Work Requirements:*

A. *Develop Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. Incorporate design requirements of governmental authorities having jurisdiction. Assist the Town/Committee in the development and preparation of bidding and procurement information, the form of agreement between Town and Contractor, and the Conditions of the Contract for Construction. Compile a project manual that includes the Conditions of the Contract for Construction and Specifications as well as bidding requirements and*

*sample forms. Submit final Construction Documents and estimate to the Town/Committee for final approval.*

*Architectural Responsibility:*

1. Based on the Town's written approval of the Design Development Documents, and on the Town's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, BRS shall prepare Construction Documents for the Town's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Town and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review during construction.
2. The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.
3. During the development of the Construction Documents, the Architect shall assist the Town in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Town and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.
4. The Architect shall submit the Construction Documents to the Town, advise the Town of any adjustments to the estimate of the Cost of the Work, shall make appropriate recommendations to the Town to adjust the Project's size, quality, or budget for the Cost of the Work, and the Town shall cooperate with the Architect in making such adjustments.
5. BRS shall request the Town's written approval.
6. Meetings: Please refer to the Project Schedule.
7. Construction Document Printing and Distribution of Documents: BRS shall distribute electronic progress documents (PDF) to the Town and Consultants.

*Sub-Consultant/Engineer Responsibility:*

In addition to the responsibilities and deliverables provided by the Architectural team. The Sub-Consultant / Engineering Team members shall provide end of phase deliverables for the Construction Document Phase. These documents will be used for permitting, bidding and construction. Civil and landscape will prepare drawings, specifications and documents for the deliverable. The structural engineer, mechanical, plumbing, and electrical engineers as well as the aquatic designer will provide drawings indicating the scope of work and design noting types of systems and specifications. The drawings and specifications will be stamped and signed by licensed professionals.

## BID PHASE

*Town's Scope of Work Requirements:*

A. *Prepare one bid package: A single bid package is assumed. Multiple Bid packages would be an additional service. Bid packages are available at contractor's expense. The Town is responsible for advertising. Assist with the development of Bid Form and Award Process to include the use of bid strategies to attain lowest possible prices for work, use of alternatives, etc. Distribution of plans to interested bidders and maintaining a record of a plan holder list will be managed by the Town.*

*Architectural Responsibility:*

1. The BRS team shall prepare one bid package. Multiple Bid packages can be provided as an additional service. Bid packages are available at the contractor's expense.
2. Bidding Documents shall consist of bidding requirements and proposed Contract Documents.
3. If the Bidding Documents permit substitutions, upon the Town's written authorization, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.
4. Request for Information/Clarifications: BRS will receive and distribute all RFI/RFC's to consultants as necessary and will coordinate the preparation of the written response.
5. BRS will prepare addenda, as necessary.
6. BRS and the consultants shall update documents based on questions and responses provided for RFIs and town comments.

## CONSTRUCTION ADMINISTRATION PHASE

*Town's Scope of Work Requirements:*

A. *Provide Construction Administration services. Visit the construction site at intervals appropriate to the stage of construction to determine if the Work is being performed in accordance with the Contract Documents and report to the Town known deviations from the Contract Documents and/or the most recent construction schedule as well as any defects and deficiencies observed in the work. Review and certify amounts due the Contractor and issue certification for payment. Review the Contractor's submittal schedule. Approve or take other appropriate action upon the Contractor's submittals, including Shop Drawings, Product Data, Testing Reports and Samples to check conformance with Contract Documents. If necessary, prepare Change Orders and Construction Change Directives for the approval of the Town. Conduct site observations with the Town to determine the date of Substantial Completion and of final completion; issue Certificates of Substantial Completion; review written warranties and related documents from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.*

*Architectural Responsibility:*

1. BRS and the consultants shall provide administration of the Contract between the Town and the Contractor as set forth below and in AIA Document A201-2017, General Conditions of the Contract for Construction. If the Town and Contractor modify AIA Document A201-2017, or implement an alternate contractual agreement with the General Contractor, those modifications shall not affect the Architect's services under this Agreement unless the Town and the Architect amend this Agreement.
2. BRS shall advise and consult with the Town during the Construction Phase Services. The Architect shall have authority to act on behalf of the Town only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. In the event the Architect fails to perform a necessary task or work item, and later corrects the omission within a reasonable period of time, the Architect shall be responsible only for that portion of the cost resulting from the work being performed out of sequence.

3. BRS's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.
4. BRS shall visit the site at intervals appropriate to the stage of construction, or as follows:
    a. A construction duration of 8 months is anticipated. Eight (8) site visits to the site by the Architect during construction. Site visit reports are to be provided within one week of site visit.
    b. One (1) observation for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents. A punch list of outstanding items to be completed will be provided by the design team and consultants.
    c. One (1) observation for any portion of the Work to determine final completion.
5. Site visits in addition to the eight (8) indicated above will incur additional services and associated fees.
6. Construction administration services beyond the eight (8) months assumed for construction will incur additional services and associated fees.
7. BRS shall attend OAC (Owner-Architect-Contractor) meetings in between site visits virtually.
8. BRS' role during site visits is to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Town reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Town (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.
9. BRS has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
10. BRS shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Town or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
11. Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Town and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
12. The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Town, based on the Architect's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the

Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for Conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

13. The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site observations to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Town to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
14. BRS shall maintain a record of the Applications and Certificates for Payment.
15. BRS shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.
16. BRS shall review the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
17. Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor will be provided. Additional reviews required will be brought to the Town's attention and considered an additional service outside the scope of this agreement as described below under "Additional Services."
18. If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.
19. BRS shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.
20. The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

21. The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. BRS shall prepare Change Orders and Construction Change Directives for the Town's approval and execution in accordance with the Contract Documents.
22. The Architect shall maintain records relative to changes in the Work.
23. BRS shall issue a Certificate of Substantial Completion.
24. BRS shall forward to the Town, for the Town's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor.
25. BRS shall issue a final Certificate for Payment based upon a final observation indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
26. BRS' observations shall be conducted with the Town to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
27. When Substantial Completion has been achieved, the Architect shall inform the Town about the balance of the Contract Sum remaining to be paid to the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
28. The Architect shall forward to the Town the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Town against liens; and (3) any other documentation required of the Contractor under the Contract Documents.
29. Upon request of the Town, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Town to review the facility operations and performance.

## TOWN'S RESPONSIBILITIES

1. Unless otherwise provided for under this Agreement, the Town shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Town's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.
2. The Town shall establish the Town's budget for the Project, including (1) the budget for the Cost of the Work (2) the Town's other costs; and, (3) reasonable contingencies related to all of these costs. The Town shall update the Town's budget for the Project as necessary throughout the duration of the Project until final completion. If the Town significantly increases or decreases the Town's budget for the Cost of the Work, the Town shall notify the Architect. The Town and the Architect shall thereafter agree to a corresponding change in the Project's scope, quality, budget and the team's fees for additional services and scope adjustments.
3. The Town shall identify a representative authorized to act on the Town's behalf with respect to the Project. The Town shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
4. The Town shall furnish tests, inspections and reports during construction as required by law and or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

5. The Town shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Town's needs and interests.
6. Before executing the Contract for Construction, the Town shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Town shall provide the Architect a copy of the executed agreement between the Town and Contractor, including the General Conditions of the Contract for Construction.

### PROJECT SCHEDULE

| | Duration (Weeks) | Preliminary Start | Number of Meetings/Workshops |
|---|---|---|---|
| Schematic Design | 6 | October-November 2025 | (1) Client; (1) Council |
| SD Estimate | 2 | November 2025 | |
| Design Development | 6 | November-January 2026 | (1) Client |
| DD Estimate | 2 | January 2026 | |
| Construction Documents | 8 | January-March 2026 | (1) Client |
| Bidding / Permitting | 4 | March 2026 | |
| Construction Administration | 36 | September 2026 – April 2027 | (8) Site Visits |
| Total | 66 | | |

### COMPENSATION
Should the value of the project change, BRS anticipates that the fee allocation will be revised accordingly.

### ADDITIONAL SERVICES
BRS may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services shall entitle the Architect to compensation and an appropriate adjustment in the Architect's schedule. BRS's additional services beyond the scope of this proposal shall be discussed between BRS and the Town and approved prior to execution. Compensation for this work will be negotiated.

### REIMBURSABLE EXPENSES
In addition to professional service fees, the BRS team shall be reimbursed for project-related expenses including travel for the project and printing of documents. The total reimbursable budget is $7,600.

Expenses will be submitted as actual expense x 1.1 (administrative mark-up).

## EXHIBIT B
## COMPENSATION

For the Scope of Services as set forth in **Exhibit A**, the Town shall pay Consultant hourly and pay an amount not to exceed $379,681 in monthly installments as work is completed. Consultant shall submit monthly invoices to the Town in conjunction with a monthly status report.

| | | | | Consider | | Confirm | | Commit | | Permitting / Construction | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Town Council Presentations (1) | | Schematic Design | | Design Development | | Construction Documents | | Bidding / Negotiations | | Construction Administration | | | |
| Schedule | | | | 6 Weeks | | 6 Weeks | | 8 Weeks | | 4 Weeks | | 36 Weeks | | | |
| **Firm / Phase** | Hourly Rates | Hours | Phase $ | Hours | Phase $ | Hours | Phase $ | Hours | Phase $ | Hours | Phase $ | Hours | Phase $ | Sub-Total Hours Budgeted | Sub-Total Design Fee |
| **Primary Services - Base Design Services Requested for the Project** | | | | | | | | | | | | | | | |
| **BRS - Architecture** | | | | | | | | | | | | | | | |
| Principal | $ 240 | | $ - | 18 | $ 4,320 | 12 | $ 2,880 | 16 | $ 3,840 | 8 | $ 1,920 | 18 | $ 4,320 | 72 | $ 17,280 |
| Project Manager | $ 205 | 4 | $ 820 | 42 | $ 8,610 | 48 | $ 9,840 | 32 | $ 6,560 | 12 | $ 2,460 | 36 | $ 7,380 | 174 | $ 35,670 |
| Design Manager | $ 175 | | $ - | 36 | $ 6,300 | 54 | $ 9,450 | 52 | $ 9,100 | | $ - | 0 | $ - | 142 | $ 24,850 |
| Designer | $ 135 | | $ - | 66 | $ 8,910 | 88 | $ 11,880 | 128 | $ 17,280 | 8 | $ 1,080 | 216 | $ 29,160 | 506 | $ 68,310 |
| | | 4 | $ 820 | 162 | $ 28,140 | 202 | $ 34,050 | 228 | $ 36,780 | 28 | $ 5,460 | 270 | $ 40,860 | 894 | $ 146,110 |
| **Tait - Civil Engineering \| Surveying** | | | | | | | | | | | | | | | |
| Principal / Sr Project Manager | $ 220 | | $ - | 10 | $ 2,200 | 6 | $ 1,320 | 8 | $ 1,760 | | $ - | 4 | $ 880 | 28 | $ 5,160 |
| Project Engineer | $ 180 | | $ - | 10 | $ 1,800 | 20 | $ 3,600 | 20 | $ 3,600 | | $ - | 10 | $ 1,800 | 60 | $ 10,800 |
| Engineering Technician / Designer | $ 160 | | $ - | 16 | $ 2,560 | 32 | $ 5,120 | 48 | $ 7,680 | | $ - | 8 | $ 1,280 | 104 | $ 16,640 |
| Field Surveying | $ 200 | | $ - | 56 | $ 11,200 | | $ - | | $ - | | $ - | | $ - | 56 | $ 11,200 |
| | | | $ - | 92 | $ 17,760 | 58 | $ 10,040 | 76 | $ 13,040 | 0 | $ - | 22 | $ 3,960 | 248 | $ 44,800 |
| **Confluence - Landscape Design - No Scope of Work (Architect to select pre-fab shade structures)** | | | | | | | | | | | | | | | |
| Principal | $ 190 | | $ - | | $ - | | $ - | | $ - | | $ - | | $ - | 0 | $ - |
| Project Manager | $ 150 | | $ - | | $ - | | $ - | | $ - | | $ - | | $ - | 0 | $ - |
| Designer | $ 95 | | $ - | | $ - | | $ - | | $ - | | $ - | | $ - | 0 | $ - |
| | | | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | - | $ - |
| **JVA - Structural Engineering** | | | | | | | | | | | | | | | |
| Principal | $ 252 | | $ - | 2 | $ 504 | 1.5 | $ 378 | 3 | $ 756 | | $ - | 2 | $ 504 | 8.5 | $ 2,142 |
| Project Manager | $ 208 | | $ - | 6 | $ 1,248 | 10 | $ 2,080 | 15 | $ 3,120 | 2 | $ 416 | 12 | $ 2,496 | 45 | $ 9,360 |
| Project Engineer | $ 156 | | $ - | 2 | $ 312 | 6 | $ 936 | 9 | $ 1,404 | | $ - | 3 | $ 468 | 20 | $ 3,120 |
| Engineering Technician / Designer | $ 104 | | $ - | | $ - | 6 | $ 624 | 10 | $ 1,040 | | $ - | | $ - | 16 | $ 1,664 |
| | | | $ - | 10 | $ 2,064 | 23.5 | $ 4,018 | 37 | $ 6,320 | 2 | $ 416 | 17 | $ 3,468 | 90 | $ 16,286 |
| **The Bellard Group - Mechanical \| Plumbing Design** | | | | | | | | | | | | | | | |
| Principal | $ 210 | | $ - | 6 | $ 1,260 | 9 | $ 1,890 | 10 | $ 2,100 | 1 | $ 210 | 3 | $ 630 | 29 | $ 6,090 |
| Associate | $ 190 | | $ - | 5 | $ 950 | 8 | $ 1,520 | 11 | $ 2,090 | 1 | $ 190 | 2 | $ 380 | 27 | $ 5,130 |
| Sr. Project Engineer | $ 170 | | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - |
| Project Engineer | $ 130 | | $ - | 11 | $ 1,430 | 28 | $ 3,640 | 43 | $ 5,590 | 3 | $ 390 | 14 | $ 1,820 | 99 | $ 12,870 |
| | | | $ - | 22 | $ 3,640 | 45 | $ 7,050 | 64 | $ 9,780 | 5 | $ 790 | 19 | $ 2,830 | 155 | $ 24,090 |
| **Reese Heckman - Electrical Engineering** | | | | | | | | | | | | | | | |
| Principal | $ 295 | | $ - | 9 | $ 2,655 | 14 | $ 4,130 | 14 | $ 4,130 | 3 | $ 885 | 12 | $ 3,540 | 52 | $ 15,340 |
| Project Manager | $ 190 | | $ - | 8 | $ 1,520 | 18 | $ 3,420 | 18 | $ 3,420 | 3 | $ 570 | 12 | $ 2,280 | 59 | $ 11,210 |
| Project Engineer | $ 150 | | $ - | 5 | $ 750 | 12 | $ 1,800 | 12 | $ 1,800 | 2 | $ 300 | 8 | $ 1,200 | 39 | $ 5,850 |
| Engineering Technician / Designer | $ 125 | | $ - | 2 | $ 250 | 5 | $ 625 | 5 | $ 625 | 2 | $ 250 | 6 | $ 750 | 20 | $ 2,500 |
| | | | $ - | 24 | $ 5,175 | 49 | $ 9,975 | 49 | $ 9,975 | 10 | $ 2,005 | 38 | $ 7,770 | 170 | $ 34,900 |
| **Water Technology - Aquatic Design & Engineering** | | | | | | | | | | | | | | | |
| Principal | $ 250 | | $ - | 25 | $ 6,250 | 21 | $ 5,250 | 17 | $ 4,250 | 3 | $ 750 | 6 | $ 1,500 | 72 | $ 18,000 |
| Project Manager | $ 180 | | $ - | 14 | $ 2,520 | 84 | $ 15,120 | 82 | $ 14,760 | 10 | $ 1,800 | 90 | $ 16,200 | 280 | $ 50,400 |
| Project Designer | $ 145 | | $ - | 13 | $ 1,885 | 11 | $ 1,595 | 4 | $ 580 | | $ - | 6 | $ 870 | 34 | $ 4,930 |
| Engineering Technician / Designer | $ 105 | | $ - | | $ - | 38 | $ 3,990 | 50 | $ 5,250 | | $ - | 25 | $ 2,625 | 113 | $ 11,865 |
| | | | $ - | 52 | $ 10,655 | 154 | $ 25,955 | 153 | $ 24,840 | 13 | $ 2,550 | 127 | $ 21,195 | 499 | $ 85,195 |
| **Group 14 - Sustainability Consulting** | | | | | | | | | | | | | | | |
| Energy Team Lead | $ 220 | | $ - | 8 | $ 1,760 | | $ - | | $ - | | $ - | | $ - | 8 | $ 1,760 |
| Engineer II | $ 150 | | $ - | 15 | $ 2,250 | | $ - | | $ - | | $ - | | $ - | 15 | $ 2,250 |
| | | | $ - | 23 | $ 4,010 | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 23 | $ 4,010 |
| **iBIM Solutions - Specifications** | | | | | | | | | | | | | | | |
| Specification Writer | $ 200 | | $ - | | $ - | 15.5 | $ 3,100 | 8.5 | $ 1,700 | | $ - | | $ - | 24 | $ 4,800 |
| | | | $ - | 0 | $ - | 15.5 | $ 3,100 | 8.5 | $ 1,700 | 0 | $ - | 0 | $ - | 24 | $ 4,800 |
| **Terracon - Geotechnical Engineering** | | | | | | | | | | | | | | | |
| Principal Engineer | $ 250 | | $ - | 3 | $ 750 | | $ - | | $ - | | $ - | | $ - | 3 | $ 750 |
| Project Engineer | $ 180 | | $ - | 14 | $ 2,520 | | $ - | | $ - | | $ - | | $ - | 14 | $ 2,520 |
| Field Engineer | $ 120 | | $ - | 8 | $ 960 | | $ - | | $ - | | $ - | | $ - | 8 | $ 960 |
| Engineering Assistant | $ 100 | | $ - | 7 | $ 700 | | $ - | | $ - | | $ - | | $ - | 7 | $ 700 |
| Utility Locate \| Drilling | $ 450 | | $ - | 8 | $ 3,600 | | $ - | | $ - | | $ - | | $ - | 8 | $ 3,600 |
| Laboratory Testing | $ 120 | | $ - | 28 | $ 3,360 | | $ - | | $ - | | $ - | | $ - | 28 | $ 3,360 |
| | | | $ - | 68 | $ 11,890 | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 68 | $ 11,890 |

revised September 17, 2025

| | | | | Consider | | Confirm | | Commit | | Permitting / Construction | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Town Council Presentations (1) | | Schematic Design | | Design Development | | Construction Documents | | Bidding / Negotiations | | Construction Administration | | | |
| Schedule | | | | 6 Weeks | | 6 Weeks | | 8 Weeks | | 4 Weeks | | 36 Weeks | | | |
| **Firm / Phase** | Hourly Rates | Hours | Phase $ | Hours | Phase $ | Hours | Phase $ | Hours | Phase $ | Hours | Phase $ | Hours | Phase $ | Sub-Total Hours Budgeted | Sub-Total Design Fee |
| | | Presentations | | Schematic Design | | Design Development | | Construction Documentation | | Bidding/ Negotiation | | Construction Administration | | | |
| Total Hours - Primary Services | | 4 | | 453 | | 547 | | 615.5 | | 58 | | 493 | | 2,171 | |
| Subtotal Design Fee - Primary Services | | | $ 820 | | $ 83,334 | | $ 94,188 | | $ 102,435 | | $ 11,221 | | $ 80,083 | | $ 372,081 |
| Reimbursable Expenses | | | | | | | | | | | | | | | $ 7,600 |
| Total Project Fee - Primary Services | | | | | | | | | | | | | | | $ 379,681 |

| Optional Additional Services | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Blundell Associates, Inc. - Cost Estimating (Optional IF a CMGC is on the project; if no CMGC, then we suggest including the Cost Estimator) | | | | | | | | | | | | | | | |
| Principal | $ 190 | | $ - | 4 | $ 760 | 2 | $ 380 | 2 | $ 380 | | $ - | | $ - | 8 | $ 1,520 |
| Project Manger/Estimator | $ 170 | | $ - | 6 | $ 1,020 | 4 | $ 680 | 2 | $ 340 | | $ - | | $ - | 12 | $ 2,040 |
| Sr. Estimator | $ 120 | | $ - | 10 | $ 1,200 | 16 | $ 1,920 | 16 | $ 1,920 | | $ - | | $ - | 42 | $ 5,040 |
| Entry Level/Intern | $ 60 | | $ - | | $ - | 16 | $ 960 | 24 | $ 1,440 | | $ - | | $ - | 40 | $ 2,400 |
| | | | $ - | 20 | $ 2,980 | 38 | $ 3,940 | 44 | $ 4,080 | 0 | $ - | 0 | $ - | 102 | $ 11,000 |

BARKER
RINKER
SEACAT
ARCHITECTURE

September 11, 2025

Jordan Hayes
PROS Project Manager
Town of Superior
124 E. Coal Creek Drive
Superior, CO 80027

Subject: Town of Superior's South Pool Renovation Tasks & Fees

Dear Jordan,

On behalf of Barker Rinker Seacat Architecture (BRS), I am pleased to submit our team's fee proposal for the South Pool Renovation. We appreciate the opportunity to provide professional services to support this important project and are committed to delivering high-quality results that align with the Town's objectives.

Our team has prepared a detailed fee proposal that reflects our comprehensive approach, expertise, and efficiency in executing the necessary work. Our proposal includes a breakdown of costs associated with each phase of the project, ensuring transparency and alignment with the Town's expectations.

Please find our detailed scope of work and fee proposal enclosed for your review. Should you have any questions or require any additional information, please do not hesitate to contact me at your earliest convenience. We look forward to the opportunity to continue our partnership with the Town and contribute to the success of this project.

Thank you for your time and consideration. We appreciate the opportunity to submit this proposal and look forward to your response.

Sincerely,

Jason Ringdahl, AIA
Principal-in-Charge
jasonringdahl@brsarch.com
303-819-7664

DENVER
990 S. BROADWAY
SUITE 222
DENVER, CO 80209
303.455.1366

DALLAS
129 S. MAIN ST.
UNIT 250
GRAPEVINE, TX 76051
817.527.6880

BRSARCH.COM

# Town of Superior's South Pool Renovation

## Barker Rinker Seacat Architecture

## Scope of Work

September 11th, 2025

The following scope of work represents the task definition of the roles and responsibilities of Barker Rinker Seacat Architecture (BRS, also referred to as the Architect) for a renovation to the existing Superior South Pool and Bath House in Superior, Colorado. This proposal is for providing architectural and engineering services to obtain the appropriate permits for the renovation of the South Pool facility, including services during construction. The existing Superior South Pool bath house is approximately 3,000 square feet with an existing leisure pool and kid pool. The facility was built in the early 2000s with staff space, storage, pool mechanical, lifeguard office, and locker rooms.

As the Superior South Pool facility continues to age and experience intermittent down time due to repairs, the biggest needs and top priorities are replacing the pool equipment for improved heating and filtration systems; better efficiency and upgrades to the locker rooms; shade around the pool deck; more storage area(s); an updated guard room; and replacing outdated pool amenities with new features. Currently the pool needs the sand filters replaced; re-plastering of the pool shell; re-building the skimmer baskets; repairing the filter laterals; re-building a pump; and conducting a leak detection study. The construction budget is anticipated to be approximately $3 million with soft costs being around $600,000 for a total project budget of $3.6 million.

Barker Rinker Seacat Architecture will serve as the Architect of Record. BRS shall maintain the prime contract relationship for the Project with The Town of Superior (herein also referred to as "Town"). This proposal is based on a Design-Bid-Build procurement process. If desired by the Town, BRS may assist with the procurement process for the General Contractor for Construction. BRS services will include Programming, Architectural Design, Interior Design, and Exterior Design. Civil engineering, landscape architecture, structural engineering, electrical engineering, mechanical engineering, plumbing engineering, sustainability/energy consulting, cost estimating, site survey and geotechnical services will be provided. BRS will hold all sub-consultant contracts, each using an AIA C401 or C402 document. All phases of the work will be documented using Building Information Modeling (BIM, using Revit software). Please refer to the Project Schedule for anticipated design and construction milestones as well as the number of anticipated workshops. As soon as practicable, after the contract has been fully executed, BRS shall submit, for the Town's approval, a project schedule with more detailed information based on the agreed-upon project kickoff date.

The architectural responsibility scope of work is broken down as follows:

## SCHEMATIC DESIGN PHASE

*Town's Scope of Work Requirements:*

A. *Establish an overall design direction and prepare and submit Schematic Design Documents illustrating the scale and relationship of project components. Prepare preliminary Specifications noting preliminary selections of major building systems and construction materials. Submit a budget estimate for the cost of the work. Submit updated Schematic Design, Schedule, and a budget estimate to the Town staff for review and approval. The Town will provide written approval of the scope that they agree to move forward with into the Design Development phase that meets the approved construction budget. Scope areas that are outside of the allowed budget will not be developed further than the Schematic Design level and the information will be available for future design when funding is available.*

*Architectural Responsibility:*

1. BRS shall review the program and other information furnished by the Town, and shall review laws, codes, and regulations applicable to the Architectural services and the project.

2. BRS shall prepare a preliminary evaluation of the Town's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other information, each in terms of the other, to ascertain the requirements of the Project. BRS shall notify the Town of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
3. BRS shall present its preliminary evaluation to the Town and shall discuss with the Town alternative approaches to design and construction of the Project. BRS shall reach an understanding with the Town regarding the requirements of the Project.
4. Based on the Project requirements agreed upon with the Town, BRS shall prepare and present, for the Town's approval, a preliminary design illustrating the scale and relationship of the Project components.
5. Based on the Town's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Town's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections, and elevations; and may include some combination of study models, perspective sketches or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
6. BRS shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Town's program, schedule, and budget for the Cost of the Work.
7. BRS shall submit to the Town an estimate of the Cost of the Work. In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Town's budget.
8. BRS shall submit the Schematic Design Documents to the Town, and request the Town's written approval.
9. BRS shall lead the consultant coordination effort during Schematic Design with structural, mechanical, electrical, plumbing, aquatics, energy, civil, and landscape consultants.
10. Meetings: Please refer to the Project Schedule.
11. Schematic Design Printing and Distribution of Documents: BRS shall distribute progress documents electronically (PDF) to the Town and consultants.
12. Written response to Town's SD Review: BRS shall provide a written response to Town's schematic design review upon request.

*Sub-Consultant/Engineer Responsibility:*

In addition to the responsibilities and deliverables provided by the Architectural team, the Sub-Consultant / Engineering Team members shall provide end-of-phase deliverables for the Schematic Design Phase. Civil and landscape will prepare drawings and documents for the deliverable. The geotechnical engineer will provide a geotechnical report. The surveyor will provide a survey. The structural engineers as well as the mechanical, plumbing, and electrical engineers will provide design narratives outlining design criteria, general systems approach, and requirements. The aquatic designer will provide drawings and documentation at the end of the Schematic Design Phase.

## DESIGN DEVELOPMENT PHASE

*Town's Scope of Work Requirements:*

A. *Develop the approved Schematic Design Documents to fix and describe the size and character of the project as to architectural, aquatic, structural, mechanical, and electrical systems, and civil site development. Develop specifications to further identify major materials and systems to establish their general quality levels. Consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics.*

*Architectural Responsibility:*

1. Based on the Town's written approval of the Schematic Design Documents, and on the Town's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the team shall prepare Design Development Documents for the Town's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, aquatic, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.
2. As a service to the Town, BRS shall illustrate and describe additive and deductive alternatives in order to preserve options for cost control through the end of the Design Development phase. Upon acceptance of the budget at the end of Design Development, the project scope shall be fixed, and documentation of alternatives beyond the Design Development phase shall constitute an Additional Service.
3. The estimator shall update the estimate of the Cost of the Work at the end of Design Development.
4. BRS shall submit the Design Development Documents to the Town, advise the Town of any adjustments to the estimate of the Cost of the Work, and request the Town's written approval.
5. Meetings: Please refer to the Project Schedule.
6. Design Development Printing and Distribution of Documents: BRS shall distribute progress documents electronically (PDF) to the Town and consultants.
7. Written Response to Town's DD Review: BRS shall provide a written response to the Town's Design Development review upon request.

*Sub-Consultant/Engineer Responsibility:*

In addition to the responsibilities and deliverables provided by the Architectural team, the Sub-Consultant / Engineering Team members shall provide end of phase deliverables for the Design Development Phase. Civil and landscape will prepare drawings and documents for the deliverable. The structural engineer, mechanical, plumbing, and electrical engineers as well as the aquatic designer will provide drawings and specifications (project manual) indicating the scope of work and design noting types of systems and preliminary specifications.

## CONSTRUCTION DOCUMENTS PHASE

*Town's Scope of Work Requirements:*

A. *Develop Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. Incorporate design requirements of governmental authorities having jurisdiction. Assist the Town/Committee in the development and preparation of bidding and procurement information, the form of agreement between Town and Contractor, and the Conditions of the Contract for Construction. Compile a project manual that includes the Conditions of the Contract for Construction and Specifications as well as bidding requirements and*

*sample forms. Submit final Construction Documents and estimate to the Town/Committee for final approval.*

*Architectural Responsibility:*

1. Based on the Town's written approval of the Design Development Documents, and on the Town's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, BRS shall prepare Construction Documents for the Town's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Town and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review during construction.
2. The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.
3. During the development of the Construction Documents, the Architect shall assist the Town in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Town and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.
4. The Architect shall submit the Construction Documents to the Town, advise the Town of any adjustments to the estimate of the Cost of the Work, shall make appropriate recommendations to the Town to adjust the Project's size, quality, or budget for the Cost of the Work, and the Town shall cooperate with the Architect in making such adjustments.
5. BRS shall request the Town's written approval.
6. Meetings: Please refer to the Project Schedule.
7. Construction Document Printing and Distribution of Documents: BRS shall distribute electronic progress documents (PDF) to the Town and Consultants.

*Sub-Consultant/Engineer Responsibility:*

In addition to the responsibilities and deliverables provided by the Architectural team. The Sub-Consultant / Engineering Team members shall provide end of phase deliverables for the Construction Document Phase. These documents will be used for permitting, bidding and construction. Civil and landscape will prepare drawings, specifications and documents for the deliverable. The structural engineer, mechanical, plumbing, and electrical engineers as well as the aquatic designer will provide drawings indicating the scope of work and design noting types of systems and specifications. The drawings and specifications will be stamped and signed by licensed professionals.

## BID PHASE

*Town's Scope of Work Requirements:*

A. *Prepare one bid package: A single bid package is assumed. Multiple Bid packages would be an additional service. Bid packages are available at contractor's expense. The Town is responsible for advertising. Assist with the development of Bid Form and Award Process to include the use of bid strategies to attain lowest possible prices for work, use of alternatives, etc. Distribution of plans to interested bidders and maintaining a record of a plan holder list will be managed by the Town.*

*Architectural Responsibility:*

1. The BRS team shall prepare one bid package. Multiple Bid packages can be provided as an additional service. Bid packages are available at the contractor's expense.
2. Bidding Documents shall consist of bidding requirements and proposed Contract Documents.
3. If the Bidding Documents permit substitutions, upon the Town's written authorization, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.
4. Request for Information/Clarifications: BRS will receive and distribute all RFI/RFC's to consultants as necessary and will coordinate the preparation of the written response.
5. BRS will prepare addenda, as necessary.
6. BRS and the consultants shall update documents based on questions and responses provided for RFIs and town comments.

## CONSTRUCTION ADMINISTRATION PHASE

*Town's Scope of Work Requirements:*

A. *Provide Construction Administration services. Visit the construction site at intervals appropriate to the stage of construction to determine if the Work is being performed in accordance with the Contract Documents and report to the Town known deviations from the Contract Documents and/or the most recent construction schedule as well as any defects and deficiencies observed in the work. Review and certify amounts due the Contractor and issue certification for payment. Review the Contractor's submittal schedule. Approve or take other appropriate action upon the Contractor's submittals, including Shop Drawings, Product Data, Testing Reports and Samples to check conformance with Contract Documents. If necessary, prepare Change Orders and Construction Change Directives for the approval of the Town. Conduct site observations with the Town to determine the date of Substantial Completion and of final completion; issue Certificates of Substantial Completion; review written warranties and related documents from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.*

*Architectural Responsibility:*

1. BRS and the consultants shall provide administration of the Contract between the Town and the Contractor as set forth below and in AIA Document A201-2017, General Conditions of the Contract for Construction. If the Town and Contractor modify AIA Document A201-2017, or implement an alternate contractual agreement with the General Contractor, those modifications shall not affect the Architect's services under this Agreement unless the Town and the Architect amend this Agreement.
2. BRS shall advise and consult with the Town during the Construction Phase Services. The Architect shall have authority to act on behalf of the Town only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. In the event the Architect fails to perform a necessary task or work item, and later corrects the omission within a reasonable period of time, the Architect shall be responsible only for that portion of the cost resulting from the work being performed out of sequence.

3. BRS's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.
4. BRS shall visit the site at intervals appropriate to the stage of construction, or as follows:
    a. A construction duration of 8 months is anticipated. Eight (8) site visits to the site by the Architect during construction. Site visit reports are to be provided within one week of site visit.
    b. One (1) observation for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents. A punch list of outstanding items to be completed will be provided by the design team and consultants.
    c. One (1) observation for any portion of the Work to determine final completion.
5. Site visits in addition to the eight (8) indicated above will incur additional services and associated fees.
6. Construction administration services beyond the eight (8) months assumed for construction will incur additional services and associated fees.
7. BRS shall attend OAC (Owner-Architect-Contractor) meetings in between site visits virtually.
8. BRS' role during site visits is to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Town reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Town (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.
9. BRS has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
10. BRS shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Town or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
11. Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Town and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
12. The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Town, based on the Architect's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the

Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for Conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

13. The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site observations to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Town to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
14. BRS shall maintain a record of the Applications and Certificates for Payment.
15. BRS shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.
16. BRS shall review the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
17. Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor will be provided. Additional reviews required will be brought to the Town's attention and considered an additional service outside the scope of this agreement as described below under "Additional Services."
18. If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.
19. BRS shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.
20. The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

21. The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. BRS shall prepare Change Orders and Construction Change Directives for the Town's approval and execution in accordance with the Contract Documents.
22. The Architect shall maintain records relative to changes in the Work.
23. BRS shall issue a Certificate of Substantial Completion.
24. BRS shall forward to the Town, for the Town's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor.
25. BRS shall issue a final Certificate for Payment based upon a final observation indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
26. BRS' observations shall be conducted with the Town to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
27. When Substantial Completion has been achieved, the Architect shall inform the Town about the balance of the Contract Sum remaining to be paid to the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
28. The Architect shall forward to the Town the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Town against liens; and (3) any other documentation required of the Contractor under the Contract Documents.
29. Upon request of the Town, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Town to review the facility operations and performance.

## TOWN'S RESPONSIBILITIES

1. Unless otherwise provided for under this Agreement, the Town shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Town's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.
2. The Town shall establish the Town's budget for the Project, including (1) the budget for the Cost of the Work (2) the Town's other costs; and, (3) reasonable contingencies related to all of these costs. The Town shall update the Town's budget for the Project as necessary throughout the duration of the Project until final completion. If the Town significantly increases or decreases the Town's budget for the Cost of the Work, the Town shall notify the Architect. The Town and the Architect shall thereafter agree to a corresponding change in the Project's scope, quality, budget and the team's fees for additional services and scope adjustments.
3. The Town shall identify a representative authorized to act on the Town's behalf with respect to the Project. The Town shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
4. The Town shall furnish tests, inspections and reports during construction as required by law and or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

5. The Town shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Town's needs and interests.
6. Before executing the Contract for Construction, the Town shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Town shall provide the Architect a copy of the executed agreement between the Town and Contractor, including the General Conditions of the Contract for Construction.

### PROJECT SCHEDULE

| | Duration (Weeks) | Preliminary Start | Number of Meetings/Workshops |
|---|---|---|---|
| Schematic Design | 6 | October-November 2025 | (1) Client; (1) Council |
| SD Estimate | 2 | November 2025 | |
| Design Development | 6 | November-January 2026 | (1) Client |
| DD Estimate | 2 | January 2026 | |
| Construction Documents | 8 | January-March 2026 | (1) Client |
| Bidding / Permitting | 4 | March 2026 | |
| Construction Administration | 36 | September 2026 – April 2027 | (8) Site Visits |
| Total | 66 | | |

### COMPENSATION
Should the value of the project change, BRS anticipates that the fee allocation will be revised accordingly.

### ADDITIONAL SERVICES
BRS may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services shall entitle the Architect to compensation and an appropriate adjustment in the Architect's schedule. BRS's additional services beyond the scope of this proposal shall be discussed between BRS and the Town and approved prior to execution. Compensation for this work will be negotiated.

### REIMBURSABLE EXPENSES
In addition to professional service fees, the BRS team shall be reimbursed for project-related expenses including travel for the project and printing of documents. The total reimbursable budget is $7,600.

Expenses will be submitted as actual expense x 1.1 (administrative mark-up).

Town of Superior's South Pool Renovation
Full Service Design Fee

revised September 17, 2025

| | | | | Consider | | Confirm | | Commit | | Permitting / Construction | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Town Council Presentations (1) | | Schematic Design | | Design Development | | Construction Documents | | Bidding / Negotiations | | Construction Administration | | | |
| Schedule | | | | 6 Weeks | | 6 Weeks | | 8 Weeks | | 4 Weeks | | 36 Weeks | | | |
| **Firm / Phase** | Hourly Rates | Hours | Phase $ | Hours | Phase $ | Hours | Phase $ | Hours | Phase $ | Hours | Phase $ | Hours | Phase $ | Sub-Total Hours Budgeted | Sub-Total Design Fee |
| **Primary Services - Base Design Services Requested for the Project** | | | | | | | | | | | | | | | |
| **BRS - Architecture** | | | | | | | | | | | | | | | |
| Principal | $ 240 | | $ - | 18 | $ 4,320 | 12 | $ 2,880 | 16 | $ 3,840 | 8 | $ 1,920 | 18 | $ 4,320 | 72 | $ 17,280 |
| Project Manager | $ 205 | 4 | $ 820 | 42 | $ 8,610 | 48 | $ 9,840 | 32 | $ 6,560 | 12 | $ 2,460 | 36 | $ 7,380 | 174 | $ 35,670 |
| Design Manager | $ 175 | | $ - | 36 | $ 6,300 | 54 | $ 9,450 | 52 | $ 9,100 | | $ - | 0 | $ - | 142 | $ 24,850 |
| Designer | $ 135 | | $ - | 66 | $ 8,910 | 88 | $ 11,880 | 128 | $ 17,280 | 8 | $ 1,080 | 216 | $ 29,160 | 506 | $ 68,310 |
| | | 4 | $ 820 | 162 | $ 28,140 | 202 | $ 34,050 | 228 | $ 36,780 | 28 | $ 5,460 | 270 | $ 40,860 | 894 | $ 146,110 |
| **Tait - Civil Engineering \| Surveying** | | | | | | | | | | | | | | | |
| Principal / Sr Project Manager | $ 220 | | $ - | 10 | $ 2,200 | 6 | $ 1,320 | 8 | $ 1,760 | | $ - | 4 | $ 880 | 28 | $ 6,160 |
| Project Engineer | $ 180 | | $ - | 10 | $ 1,800 | 20 | $ 3,600 | 20 | $ 3,600 | | $ - | 10 | $ 1,800 | 60 | $ 10,800 |
| Engineering Technician / Designer | $ 160 | | $ - | 16 | $ 2,560 | 32 | $ 5,120 | 48 | $ 7,680 | | $ - | 8 | $ 1,280 | 104 | $ 16,640 |
| Field Surveying | $ 200 | | $ - | 56 | $ 11,200 | | $ - | | $ - | | $ - | | $ - | 56 | $ 11,200 |
| | | | $ - | 92 | $ 17,760 | 58 | $ 10,040 | 76 | $ 13,040 | 0 | $ - | 22 | $ 3,960 | 248 | $ 44,800 |
| **Confluence - Landscape Design - No Scope of Work (Architect to select pre-fab shade structures)** | | | | | | | | | | | | | | | |
| Principal | $ 190 | | $ - | | $ - | | $ - | | $ - | | $ - | | $ - | 0 | $ - |
| Project Manager | $ 150 | | $ - | | $ - | | $ - | | $ - | | $ - | | $ - | 0 | $ - |
| Designer | $ 95 | | $ - | | $ - | | $ - | | $ - | | $ - | | $ - | 0 | $ - |
| | | | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | - | $ - |
| **JVA - Structural Engineering** | | | | | | | | | | | | | | | |
| Principal | $ 252 | | $ - | 2 | $ 504 | 1.5 | $ 378 | 3 | $ 756 | | $ - | 2 | $ 504 | 8.5 | $ 2,142 |
| Project Manager | $ 208 | | $ - | 6 | $ 1,248 | 10 | $ 2,080 | 15 | $ 3,120 | 2 | $ 416 | 12 | $ 2,496 | 45 | $ 9,360 |
| Project Engineer | $ 156 | | $ - | 2 | $ 312 | 6 | $ 936 | 9 | $ 1,404 | | $ - | 3 | $ 468 | 20 | $ 3,120 |
| Engineering Technician / Designer | $ 104 | | $ - | | $ - | 6 | $ 624 | 10 | $ 1,040 | | $ - | | $ - | 16 | $ 1,664 |
| | | | $ - | 10 | $ 2,064 | 23.5 | $ 4,018 | 37 | $ 6,320 | 2 | $ 416 | 17 | $ 3,468 | 90 | $ 16,286 |
| **The Ballard Group - Mechanical \| Plumbing Design** | | | | | | | | | | | | | | | |
| Principal | $ 210 | | $ - | 6 | $ 1,260 | 9 | $ 1,890 | 10 | $ 2,100 | 1 | $ 210 | 3 | $ 630 | 29 | $ 6,090 |
| Associate | $ 190 | | $ - | 5 | $ 950 | 8 | $ 1,520 | 11 | $ 2,090 | 1 | $ 190 | 2 | $ 380 | 27 | $ 5,130 |
| Sr. Project Engineer | $ 170 | | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - |
| Project Engineer | $ 130 | | $ - | 11 | $ 1,430 | 28 | $ 3,640 | 43 | $ 5,590 | 3 | $ 390 | 14 | $ 1,820 | 99 | $ 12,870 |
| | | | $ - | 22 | $ 3,640 | 45 | $ 7,050 | 64 | $ 9,780 | 5 | $ 790 | 19 | $ 2,830 | 155 | $ 24,090 |
| **Reese Hackman - Electrical Engineering** | | | | | | | | | | | | | | | |
| Principal | $ 295 | | $ - | 9 | $ 2,655 | 14 | $ 4,130 | 14 | $ 4,130 | 3 | $ 885 | 12 | $ 3,540 | 52 | $ 15,340 |
| Project Manager | $ 190 | | $ - | 8 | $ 1,520 | 18 | $ 3,420 | 18 | $ 3,420 | 3 | $ 570 | 12 | $ 2,280 | 59 | $ 11,210 |
| Project Engineer | $ 150 | | $ - | 5 | $ 750 | 12 | $ 1,800 | 12 | $ 1,800 | 2 | $ 300 | 8 | $ 1,200 | 39 | $ 5,850 |
| Engineering Technician / Designer | $ 125 | | $ - | 2 | $ 250 | 5 | $ 625 | 5 | $ 625 | 2 | $ 250 | 6 | $ 750 | 20 | $ 2,500 |
| | | | $ - | 24 | $ 5,175 | 49 | $ 9,975 | 49 | $ 9,975 | 10 | $ 2,005 | 38 | $ 7,770 | 170 | $ 34,900 |
| **Water Technology - Aquatic Design & Engineering** | | | | | | | | | | | | | | | |
| Principal | $ 250 | | $ - | 25 | $ 6,250 | 21 | $ 5,250 | 17 | $ 4,250 | 3 | $ 750 | 6 | $ 1,500 | 72 | $ 18,000 |
| Project Manager | $ 180 | | $ - | 14 | $ 2,520 | 84 | $ 15,120 | 82 | $ 14,760 | 10 | $ 1,800 | 90 | $ 16,200 | 280 | $ 50,400 |
| Project Designer | $ 145 | | $ - | 13 | $ 1,885 | 11 | $ 1,595 | 4 | $ 580 | | $ - | 6 | $ 870 | 34 | $ 4,930 |
| Engineering Technician / Designer | $ 105 | | $ - | | $ - | 38 | $ 3,990 | 50 | $ 5,250 | | $ - | 25 | $ 2,625 | 113 | $ 11,865 |
| | | | $ - | 52 | $ 10,655 | 154 | $ 25,955 | 153 | $ 24,840 | 13 | $ 2,550 | 127 | $ 21,195 | 499 | $ 85,195 |
| **Group 14 - Sustainability Consulting** | | | | | | | | | | | | | | | |
| Energy Team Lead | $ 220 | | $ - | 8 | $ 1,760 | | $ - | | $ - | | $ - | | $ - | 8 | $ 1,760 |
| Engineer II | $ 150 | | $ - | 15 | $ 2,250 | | $ - | | $ - | | $ - | | $ - | 15 | $ 2,250 |
| | | | $ - | 23 | $ 4,010 | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 23 | $ 4,010 |
| **iBIM Solutions - Specifications** | | | | | | | | | | | | | | | |
| Specification Writer | $ 200 | | $ - | | $ - | 15.5 | $ 3,100 | 8.5 | $ 1,700 | | $ - | | $ - | 24 | $ 4,800 |
| | | | $ - | 0 | $ - | 15.5 | $ 3,100 | 8.5 | $ 1,700 | 0 | $ - | 0 | $ - | 24 | $ 4,800 |
| **Terracon - Geotechnical Engineering** | | | | | | | | | | | | | | | |
| Principal Engineer | $ 250 | | $ - | 3 | $ 750 | | $ - | | $ - | | $ - | | $ - | 3 | $ 750 |
| Project Engineer | $ 180 | | $ - | 14 | $ 2,520 | | $ - | | $ - | | $ - | | $ - | 14 | $ 2,520 |
| Field Engineer | $ 120 | | $ - | 8 | $ 960 | | $ - | | $ - | | $ - | | $ - | 8 | $ 960 |
| Engineering Assistant | $ 100 | | $ - | 7 | $ 700 | | $ - | | $ - | | $ - | | $ - | 7 | $ 700 |
| Utility Locate \| Drilling | $ 450 | | $ - | 8 | $ 3,600 | | $ - | | $ - | | $ - | | $ - | 8 | $ 3,600 |
| Laboratory Testing | $ 120 | | $ - | 28 | $ 3,360 | | $ - | | $ - | | $ - | | $ - | 28 | $ 3,360 |
| | | | $ - | 68 | $ 11,890 | 0 | $ - | 0 | $ - | 0 | $ - | 0 | $ - | 68 | $ 11,890 |

Town of Superior's South Pool Renovation
Full Service Design Fee

revised September 17, 2025

| | | | | Consider | | Confirm | | Commit | | Permitting / Construction | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Town Council Presentations (1) | | Schematic Design | | Design Development | | Construction Documents | | Bidding / Negotiations | | Construction Administration | | | |
| Schedule | | | | 6 Weeks | | 6 Weeks | | 8 Weeks | | 4 Weeks | | 36 Weeks | | | |
| **Firm / Phase** | Hourly Rates | Hours | Phase $ | Hours | Phase $ | Hours | Phase $ | Hours | Phase $ | Hours | Phase $ | Hours | Phase $ | Sub-Total Hours Budgeted | Sub-Total Design Fee |
| | | Presentations | | Schematic Design | | Design Development | | Construction Documentation | | Bidding/ Negotiation | | Construction Administration | | | |
| Total Hours - Primary Services | | 4 | | 453 | | 547 | | 615.5 | | 58 | | 493 | | 2,171 | |
| Subtotal Design Fee - Primary Services | | | $ 820 | | $ 83,334 | | $ 94,188 | | $ 102,435 | | $ 11,221 | | $ 80,083 | | $ 372,081 |
| | | | | | | | | | | | | | | Reimbursable Expenses | $ 7,600 |
| | | | | | | | | | | | | | | Total Project Fee - Primary Services | $ 379,681 |

| Optional Additional Services | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Blundall Associates, Inc. - Cost Estimating (Optional IF a CMGC is on the project; if no CMGC, then we suggest including the Cost Estimator) | | | | | | | | | | | | | | | |
| Principal | $ 190 | | $ - | 4 | $ 760 | 2 | $ 380 | 2 | $ 380 | | $ - | | $ - | 8 | $ 1,520 |
| Project Manger/Estimator | $ 170 | | $ - | 6 | $ 1,020 | 4 | $ 680 | 2 | $ 340 | | $ - | | $ - | 12 | $ 2,040 |
| Sr. Estimator | $ 120 | | $ - | 10 | $ 1,200 | 16 | $ 1,920 | 16 | $ 1,920 | | $ - | | $ - | 42 | $ 5,040 |
| Entry Level/Intern | $ 60 | | $ - | | $ - | 16 | $ 960 | 24 | $ 1,440 | | $ - | | $ - | 40 | $ 2,400 |
| | | | $ - | 20 | $ 2,980 | 38 | $ 3,940 | 44 | $ 4,080 | 0 | $ - | 0 | $ - | 102 | $ 11,000 |

Scope of Work:
Superior South Pool renovation scope:

Bathhouse: approx. 2,500 SF
-Renovate locker rooms: potential revised building layout, remove lockers and benches, renovate shower area. All new plumbing fixtures, finishes, toilet partitions, benches, and light fixtures.
-Renovate layout of the existing bathhouse to accommodate (1) family changing room
-Renovate pool equipment room & chemical storage layouts/expansion of existing rooms as required
-Renovate guard office: new finishes, casework, plumbing fixtures, and lighting
-Renovate lobby: new finishes, casework, and lighting
-Provide new gutters/downspouts
-Provide new doors
-Add exhaust to pool equipment room and chemical storage

Pool (approx. 4,000 SF) and Pool Equipment:
-Replace pool mechanical equipment, add Regenerative Media Filter and Accutab system (note: new filter work may be done separately before next swim season)
-New high-efficiency gas-fired heaters for pool
-Replace skimmers with new, no continuous gutter system.
-Replace 500 SF wading pool with a zero-depth entry play pool
-Replace existing slide with a new slide with run-out or drop slide.
- Hot tub and diving board are excluded.
-Replace mushroom fountain with a modern play feature
-Refinish pool shell, new waterline tile and special aggregate finish
-New lines, flags, lifeguard chairs, and ADA lift
-New upgraded pool cover
-Replace underwater lights with LED
-Replace main drain grates with new compliant grates
-Relocate emergency shutoff button
- Pool deck drainage between pool and building.

Site Work:
-Upsize water service from 1" to 2" tap
-Add crash bar hardware at gates for egress compliance
-Provide new LED pole-mounted lighting at pool deck
-Replace entire pool deck with new concrete
-Replace fabric on (3) existing fabric shade structures and paint frames
-Provide (2) new shade structures (location TBD)
-Provide wind barrier on site

*Assumptions & Exclusions:*
-Existing bathhouse exterior walls and exterior finishes to remain.
- New buildings or additions to the existing facility are excluded.
-If changes to the pool equipment require expansion of the existing pool equipment room beyond the footprint of the existing building, design fees will be revised to reflect this as this will require additional structural & civil work.
-Existing pool size and shape to remain. Increasing the water area and providing a separate diving well or hot tub are excluded.
-A new mechanical building is excluded.
-Parking lot improvements are excluded.
-New site furnishings are excluded.
-AV/Security is excluded.
-Existing PV solar system to remain.
- Heating, cooling, and winterization of the bath house is excluded.
- Meetings outside of the prime client group will be additional services.
- Any Council Meetings with the exception of (1) listed will be additional services.
- Landscaping, furnishings, site amenities, and fencing are excluded.