Town of Superior Town Council
Superior Metropolitan District No. 1 Board of Directors
Superior McCaslin Interchange Metropolitan District Board of Directors
Superior Urban Renewal Authority Board of Commissioners
Meeting Agenda
Monday, October 13, 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. Advisory Committee Interviews – (6:25 p.m.)
4. Presentation – Eagle Scout Project (6:40 p.m.)
5. Consent Agenda (6:55 p.m.)
    a. Approval of Council Meeting Minutes
    b. Acceptance of Committee Meeting Notes

c. Consideration of Resolution of the Town Council of the Town of Superior Approving an Agreement with Olson Lawn Care, LLC for Vegetative Fuels Reduction Services for FEMA Hazard Mitigation Grant Program (HMGP)
d. Consideration of Resolution of the Town Council of the Town of Superior Approving the Marshall/McCaslin Intersection Design Contract
e. Consideration of Resolution of the Town Council of the Town of Superior Approving a McCaslin Pedestrian Crossing Design Contract
f. Consideration of Ordinance of the Town Council of the Town of Superior Repealing and Reenacting Article III of Chapter 8 of the Superior Municipal Code Regarding Electric-Powered Vehicles
g. Consideration of Resolution of the Town Council of the Town of Superior Approving the Purchase of Fleet Vehicle for the Parks, Recreation, & Open Space Department
h. Airport Noise Report

6. Public Hearing - Consideration of Resolution of the Town Council of the Town of Superior, Adopting the Town's 2026 Budget and Approving the Town's 2026 Appropriations, Adopting a Fee Schedule and Levying Property Taxes for 2026 (7:05 p.m.)

7. Public Hearing - Consideration of Resolution of the Board of Directors of the Superior/McCaslin Interchange Metropolitan District Approving Superior/McCaslin Interchange Metropolitan District (SMID) 2026 Budget and Levying Property Taxes

8. Public Hearing - Consideration of Resolution of the Board of Commissioners of the Superior Urban Renewal Authority Approving the Superior Urban Renewal Authority (SURA) 2026 Budget

9. Public Hearing - Consideration of Resolution of the Board of Directors of the Superior Metropolitan District No. 1 Approving the Superior Metropolitan District No. 1 (SMD#1) 2026 Budget and Amending Appendix A of the District's Rules and Regulations

10. Public Hearings for the following Budget Amendments for the Town Council of the Town of Superior, the Board of Commissioners of the Superior Urban Renewal Authority, and Board of Directors of the Superior Metropolitan District #1, (8:05 p.m.)
    a. Consideration of Resolution of the Town Council of the Town of Superior Approving a Supplemental Budget and Appropriations for 2025

    b. Consideration of Resolution of the Board of Commissioners of the Superior Urban Renewal Authority Approving a Supplemental Budget and Appropriations for 2025 (SURA)

c. Consideration of Resolution of the Board of Directors of the Superior Metropolitan District No. 1 Approving a Supplemental Budget and Appropriations for 2025 (SMD#1)

11. 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.

Item Number 3

Information for Meeting of the Superior Town Council

Agenda Item Name: **Advisory Committee Interviews**

Meeting Date: **October 13, 2025**

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

Presented for: **Discussion**

BACKGROUND

Staff has scheduled interviews with the Town Council for candidates interested in consideration for appointment to serve on the Advisory Committee for Environmental Sustainability (ACES) and the Open Space Advisory Committee. All vacancies are advertised through Town media.

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

Advisory Committee for Environmental Sustainability (ACES) – 3 Vacancies:

- Elizabeth Reynolds

Open Space Advisory Committee (OSAC) – 1 Vacancy:

- Gordon Sims

ATTACHMENTS:

- Applications
- Example Interview Questions

Town of Superior Advisory Groups

Advisory Committee for Environmental Sustainability (ACES)

Board Details

ACES Overview
The Advisory Committee for Environmental Sustainability (ACES) works to support environmental sustainability in the Town of Superior by focusing on water and energy efficiency, waste management, and other activities that support resource conservation, improved air and water quality, and climate change mitigation.

ACES was formerly called the Waste Diversion Advisory Committee and was created by the Board of Trustees at their May 14, 2001 meeting to help meet the goal of minimizing waste generated in Superior through recycling, reuse and pollution prevention. In November of 2005, the committee's name changed to the Recycling and Conservation Advisory Committee, and in December of 2017 the name changed again to the Advisory Committee for Environmental Sustainability with expanded scope beyond waste management.

Overview

Size 9 Seats

Term Length 3 Years

Term Limit 3 Terms

Additional

Meeting Information

Date: Second Thursday of Each Month Time: 5:30 pm - 7:30 pm Location: Superior Community Center 1500 Coalton Rd Superior, CO 80027 ACES meetings are currently held in person with a concurrent virtual option: https://bit.ly/3mfasES

Staff Liaison

Alexis Bullen - Sustainability Manager

Town Council Liaison and Alternate

Jenn Kaaoush, Neal Shah

Establishing Resolution

Change_RCAC_to_ACES.pdf

Committee Work Plan

ACES_2025_Final_Workplan.pdf

Additional Documents

2024_ACES_Workplan_Final.pdf

Town of Superior Advisory Groups

Advisory Committee for Environmental Sustainability (ACES)

Board Roster

Lisa Barnes
Partial Term Feb 12, 2024 - Jun 30, 2026

Michelle Gazarik
1st Term Feb 22, 2021 - Jun 30, 2026

John Heckman
1st Term Apr 28, 2025 - Jun 30, 2028

Miles H Hoffman
2nd Term Feb 22, 2021 - Jun 30, 2028

Patrick Payne
1st Term Aug 11, 2025 - Jun 30, 2027

James Zarske
2nd Term Jul 01, 2023 - Jun 30, 2026

Office/Role Chair

Vacancy

Office/Role Vice Chair

Vacancy

Vacancy

Application Form

Profile

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

Elizabeth (First Name) | A (Middle Initial) | Reynolds (Last Name)

Email Address

Home Address | Suite or Apt

City | State | Postal Code

Primary Phone

Question applies to multiple boards

Years of Residence in Superior

5 Months

Question applies to multiple boards

Employer

Question applies to multiple boards

Position Title

Which Boards would you like to apply for?

Advisory Committee for Environmental Sustainability (ACES): Submitted

Experience

Question applies to multiple boards

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

I have recently departed my role as CEO of Klim-Lock Medical and am taking some time off to rest, reset, and explore other interests. From 2010-2014, I was a Town of Carbondale trustee and a Board Representative for the Chamber of Commerce and Parks & Rec. I have an MBA from Emory University and graduated in 2023. My professional experience has predominantly been in healthcare. See attached resume.

Question applies to multiple boards

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

I remain passionate about my role in public service and would like to get more involved locally. Before moving this past May to Superior, I was a Boulder resident. I am deeply concerned about our environment and sustainability efforts, and would like to use my skills locally to further support the Town's goals and vision for a greener community.

Question applies to multiple boards

Upload Resume

Question applies to multiple boards

Upload relevant document

Town Documents

Question applies to multiple boards

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

Question applies to multiple boards

Superior Comprehensive Plan

- (•) Yes
- ( ) No

Question applies to multiple boards

Advisory Group Work Plan

- (•) Yes
- ( ) No

Town of Superior Advisory Groups

Open Space Advisory Committee (OSAC)

Board Details

Overview
The purpose of the Open Space Advisory Committee is to investigate options for preserving land for open space purposes in the Town of Superior.

Mission
To acquire, conserve, and provide stewardship of natural open space lands and associated resources, to promote and protect wildlife, to ensure public enjoyment and appropriate recreation, and to conduct relevant educational programs.

Goals
• To advise the Town Board regarding acquisition and protection of natural lands and buffers using the Open Space Fund.
• To advocate for the conservation and restoration of natural resources for the benefit of the environment and for the education and enjoyment of current and future generations.
• To promote the conservation and protection of wildlife, including providing input on development projects and conserving healthy wildlife resources, within the Town of Superior.
• To provide public outreach, education and volunteer opportunities by increasing awareness and appreciation of the Town of Superior's open space.
• To provide quality recreational opportunities, including recommendations regarding trails on open space, while minimizing the impact to open space resources.
• To collaborate with surrounding open space organizations on issues of mutual interest including future open space acquisitions, wildlife conservation and protection, and the connectivity of trails and access within the region.

Overview

Size 9 Seats

Term Length 3 Years

Term Limit 3 Terms

Additional

Meeting Information

Date: Second Wednesday of Each Month Time: 6:00 pm - 8:00 pm Location: Superior Community Cente 1500 Coalton Rd Superior, CO 80027 OSAC meetings are held in person with a concurrent virtual option: http://bit.ly/2XufkJg

Contact the Committee Members

Message OSAC<a>

Staff Liaison

Phary Om - Open Space Ranger

Town Council Liaison and Alternate

Mike Foster, Stephanie Miller

Establishing Resolution

2012_Resolution_Resstablishing_OSAC.pdf

Establishing_OSAC.pdf

Committee Work Plan

2025_OSAC_Work_Plan_Final.pdf

Additional Documents

OSAC_2024_Final_Work_Plan.pdf

Town of Superior Advisory Groups

Open Space Advisory Committee (OSAC)

Board Roster

Tracey F Bain
2nd Term Jun 30, 2021 - Jun 30, 2027

Todd T Gleeson
1st Term Aug 12, 2024 - Jun 30, 2028

Amber Greves
2nd Term Jun 30, 2021 - Jun 30, 2027

Joann Y Maneri
Partial Term Feb 12, 2024 - Jun 30, 2026

Michael Mcdonnell
2nd Term Jun 30, 2021 - Jun 30, 2028

Kara Neuse
1st Term Sep 28, 2020 - Jun 30, 2026

Office/Role Chair

Rita A Trainor
1st Term Aug 08, 2022 - Jun 30, 2026

Office/Role Vice Chair

Cristi M Verbeck
1st Term Jan 23, 2023 - Jun 30, 2026

Vacancy

Application Form

Profile

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

Gordon (First Name) | N (Middle Initial) | Sims (Last Name)

Email Address

Home Address | Suite or Apt

City | State | Postal Code

Primary Phone

Question applies to multiple boards

Years of Residence in Superior

32

Question applies to multiple boards

Employer

Self-employed part time

Question applies to multiple boards

Position Title

Consultant

Which Boards would you like to apply for?

Open Space Advisory Committee (OSAC): Submitted

Experience

Question applies to multiple boards

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

Only occasional involvement with local issues: research and discussions on Superior Town Center development, traffic management, homeowner association architectural committee policy change recommendations (which were approved).

Question applies to multiple boards

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

I have a varied career in healthcare information technology and other industries in strategy, finance, product management, marketing, account management and operations. My most recent experience is as a strategy development facilitator for company CEOs and their leadership teams. (See website www.ogsp.org). I have a reputation as an inquisitive, creative and collaborative problem-solver. I am used to working as part of groups and expect that I would enjoy contributing to the Open Space Advisory Committee. I was not able to locate the Advisory Group Work Plan on the town website.

Question applies to multiple boards

[redacted]

Upload Resume

Question applies to multiple boards

Upload relevant document

Town Documents

Question applies to multiple boards

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

Question applies to multiple boards

Superior Comprehensive Plan

(•) Yes ( ) No

Question applies to Open Space Advisory Committee (OSAC)

Open Space Summary Report

(•) Yes ( ) No

Question applies to multiple boards

Advisory Group Work Plan

( ) Yes (•) No

Gordon N. Sims

[redacted]

Strategy Development Facilitator | Healthcare IT Services & Strategy Leader

Summary

Creative, inquisitive leader with extensive experience in healthcare IT and other industries. Expertise in strategy development facilitation, services sales and delivery, business and product strategy, market research, program management leadership, and client relationship management. Strengths in business and market planning, process and financial analysis, and aligning technology with client business operations.

Selected Accomplishments

- Facilitated strategy development for multiple private equity-owned companies; completed 7 strategic plans for a multi-business holding company in 5 months.
- Built costing and scheduling systems enabling healthcare services firms to understand individual client profitability and improve margins.
- Created company-wide dashboards covering sales, finance, operations, product management, client satisfaction, and HR metrics.
- Led client relationship turnarounds at major healthcare payer and provider accounts, improving loyalty scores by 30+ percentage points.
- Developed ROI methodology and tools that became critical to healthcare IT sales, earning President's Achievement Club awards 3 consecutive years.

Professional Experience

One Page Solutions, LLC – Denver, CO **www.ogsp.org**

Principal, Strategy Development Facilitator | 2019–2025

Boutique consulting firm offering proven approach to help organizations build focused, achievable, actionable and measurable strategic plans.

- Facilitated strategic planning engagements for multiple private equity-owned companies including 7 plans for a multi-business holding company in 5 months.

PipelineRx (CarepathRX, LLC) – Denver, CO

Operations Strategy, Financial Planning, Sales Operations Director | 2019–2022

Provider of hospital pharmacy services and technology.

- Built finance and operations tools enabling profitability analysis at the client level.
- Introduced scheduling processes to improve profitability and operational forecasting.

TransUnion Healthcare – Denver, CO

Principal / Sr. Director of Planning | 2013–2018

- Led three-year plan development and cascade of actions and metrics throughout the business.
- Created enterprise-wide multi-function performance dashboards.
- Developed organic investment business case processes and coached product managers.

TriZetto Corporation – Denver, CO

AVP & General Manager, Blue Cross Blue Shield Market | 2012–2013

- Directed turnaround of major client relationship, increasing loyalty index score by 33 points.
- Implemented governance and issue-resolution processes, improving delivery performance.

Independent Consultant – Superior, CO | 2011

- Supported proposal development, product positioning, ROI tools, and hospital logistics research for healthcare IT firm.

McKesson Provider Technologies – Westminster, CO

Vice President Roles | 2003–2010

- VP, Horizon Clinical Upgrades (2009–2010): Directed clinical upgrade services, doubling staff in 6 months and reducing project hours by 20%.
- Division VP, Services & Technology (2005–2009): Led sales and PMO; exceeded quotas by 35–65% and improved client satisfaction by 30%.
- VP, Product Management (2003–2005): Directed research, pricing, and planning; developed scorecards to monitor product success.

Earlier Career

VP, Product Marketing – Business Analysis Group, McKesson (1997–2003): Created ROI sales tools and training programs to strengthen value-based selling.
VP, Sales & Marketing / COO, Kryptonics, Inc. (1992–1996): Led brand turnaround and improved market share.
Manager, Production Planning Analysis / Senior Financial Analyst, Hybritech, Inc. (biotech).
VP – Corporate Banking Officer, Bank of America.

Education

Northwestern University, J.L. Kellogg Graduate School of Management – Master of Management (Marketing & Finance)

Albion College – B.A. Physics, magna cum laude

Advisory Committee Interview Questions

GENERAL/ALL

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

Advisory Committee for Environmental Sustainability (ACES)

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

Cultural Arts and Public Spaces Advisory Committee (CAPS)

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

Open Space Advisory Committee (OSAC)

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

Park and Recreation Advisory Committee (PARC)

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

Superior Historical Commission

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

Item Number 4

Information for Meeting of the Superior Town Council

Agenda Item Name: **Eagle Scout Presentations**

Meeting Date: **October 13, 2025**

Presented by: **Malaya Medina, Eagle Scout**
Julia Buck, Eagle Scout

Presented for: **Presentations**

BACKGROUND

Eagle Scouts Malaya Medina and Julia Buck are currently working on their Eagle projects. Though their presentations to the Council they hope to raise awareness with the town and generate interest for volunteers and donations for their projects.

ATTACHMENTS:

- Presentation

Malaya Medina's Eagle Scout Project

- Donation drive for "A Precious Child" -

For my eagle project, I'm organizing a material drive for A Precious Child focusing on hygiene and first aid items.

List of items for collection

Locations Of Donation Bins:

- Goldfish Swim School
- Superior Community Center
- Louisville Rec Center
- Broomfield Community Center

a precious child
EMPOWERING KIDS TO SUCCEED

Julia Buck's Eagle Scout Project

- Helping breast cancer patients -



The beneficiary for my project is JWILL Pink Village, Inc

Hello! I'm Julia Buck, and my Eagle project is **making heart-shaped pillows for breast cancer patients**. The pillows velcro onto seat belts for those who have recently had mastectomies or need greater comfort in the car. **We would love your help with our funding for purchasing the materials to achieve the goal of making 200 pillows!**

https://gofund.me/0c4c2bdec

Town Board
Meeting Minutes

September 22, 2025
Town Hall, 124 E. Coal Creek Drive
Superior, CO 80027
6:00 p.m.

Preliminary Matters

Pledge of Allegiance

Roll Call

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

Approval of Agenda

Mayor Lacis asked if there were any changes to the agenda. No changes made.

Motion: Council Member Mike Foster moved to approve the agenda, seconded by Mayor Pro-Tem Jason Serbu.
Vote: CARRIED. 7 - 0

Council Reports

Public comments) made by Brad Walker and Michelle Gazarik via Zoom

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 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

Motion: Council Member Neal Shah moved to approve the consent agenda, seconded by Council Member Mike Foster.
Vote: CARRIED. 7 - 0

Public Hearing - Rock Creek PD Amendment & Town 15 Rezoning Ordinance

Motion: Mayor Mark Lacis moved to take from the table the Public Hearing - Rock Creek PD Amendment & Town 15 Rezoning Ordinance, seconded by Council Member Stephanie Miller. **Vote:** CARRIED. 7 – 0

Public Comment given by: Trisha Cheek, Michael Hirschfeld, Heidi Jaros, Richard Yurkunas, Malorie O'Toole, Keith Grieshaber, Elliott Fladen, Lisa Citarella, Mark Krempasky, Sandy Pennington, David Nadelman, Amy Nadelman, Jeff Cote, Todd Hurd and Ryan Mojo. Chad Cheek via Zoom.

Motion: Mayor Mark Lacis moved to approve an Ordinance amending the Rock Creek PD Amendment to Remove Town-Owned Property from the Rock Creek Ranch Planned Development and Rezone the Property from Planned Development to OS-R, Open Space and Recreation, seconded by Council Member Jenn Kaaoush.
Vote: FAILED. 1 – 6
YES: Kaaoush,
NO: Lacis, Serbu, Cracraft, Foster, Miller & Shah

Consideration of Resolution of the Town Council of the Town of Superior Approving South Pool Design Contract

Motion: Mayor Pro-Tem Jason Serbu moved to approve a Resolution Approving South Pool Design Contract, seconded by Council Member Mike Foster.
Vote: CARRIED. 7 - 0

Adjournment (9:03 p.m.)

_____

Mark Lacis, Mayor

_____

Shannon Dujardin, Town Clerk

Public Comment sent via Email for Public Hearing - Rock Creek PD Amendment & Town 15 Rezoning Ordinance

-----Original Message-----
From:
Sent: Friday, September 19, 2025 2:40 PM
To: Town Council <towncouncil@superiorcolorado.gov>
Subject: Rock Creek PD Amendment & Town 15 Rezoning Ordinance

Dear Town Council,

I understand that there is a Public Hearing regarding the Rock Creek PD Amendment & Town 15 Rezoning Ordinance will happen next week. I would like to reiterate that this should be rezoned as Open Space R. I find the fact that the town council and planning commission are still discussing possible housing in this area offensive and inconsiderate. The people in that area have been through an unimaginable ordeal with the Marshall Fires that everyone supposedly cares so much about. Please listen to what the people in that area along with everyone else I have talked with want and rezone this space as Open Space R.

As a resident of Superior for the past fifteen years, I have never felt more disconnected from the direction of our town's leadership. I firmly believe that the Town Council's primary responsibility is to represent the interests of its constituents, not those of construction companies, outside developers, council members and planning commission members with private agendas. The decision to zone this area as anything other than Parks and Open Space or Recreation feels disingenuous and dismissive of community input.

Thank you for your attention to this matter.

Kind regards,
Brian Gillin
[redacted]

From: Emily Deardorff
Sent: Friday, September 19, 2025 11:09 AM
To: Town Council <towncouncil@superiorcolorado.gov>
Subject: Town 15 input

Hello,

My name is Emily Deardorff and I own my home at 1428 Amherst St. I've lived here for 15 years. I am writing to express my interest in NOT rezoning Town 15 in Rock Creek PD to Open Space and Recreational District. It it my opinion that we have plenty of open space and trails. I believe the town should preserve the option to use this land for town amenities/businesses.

When I looked at a home for sale years ago on Ajax St. I did so with a full understanding that the open lot behind it was subject to development. Now, years later, I see that we have great access to trails and could use the tax revenue from its intended purpose.

Thank you for considering,

Emily

From: Heidi Porter
Sent: Wednesday, September 17, 2025 3:52 PM
To: Town Council <towncouncil@superiorcolorado.gov>; Town Council <towncouncil@superiorcolorado.gov>
Subject: Town 15 Preservation
Dear Superior Town Council,

I'm reaching out regarding the subject of preserving town 15.

My husband and I own our home here in Superior, we are in our 30's, and the only thing that would cause us to sell and leave superior is overdevelopment.
I've lived in areas before that were overdeveloped and the difference in the people is incredible - in their health, well-being, and in how they communicate. The areas I've lived in the past utilized every land space available for building. The people there were harsh, abrupt, disconnected, and unhealthy. Moving to Superior, I was shocked to see not only the beautiful open spaces, but also a massive difference in the health and wellbeing of the community. This is the reason I've stayed here and plan to build my family here.
Once you develop a piece of land, it's changed. It's more common to see development and more rare to see a beautiful town like this. Please protect our town, not only for this generation but for future generations as well. We can come up with creative and efficient solutions to meet the town's needs, without sacrificing Superior's natural landscapes. Please protect our town and let us know how we can help.
I would support a tax increase to allow teachers a livable wage and allow them to live closer to superior.
I would support senior housing development elsewhere in superior, or I would be in support of using neighboring town's resources as well.

If any town needs could be served in ways that can leave town 15 preserved, I ask that you please utilize those options instead. The plot of land near the flatirons mall or the plot of land near the Target parking lot would be great options to develop if needed, and would allow for easier flow of traffic as well.

Town 15 is so valuable to the people of superior and it is my hope that we can preserve this as open space, arboretum, pond, natural landscape, etc - and if the the town has a need, a park would also be a beautiful asset that shows respect for the beauty of the land.
Please utilize all currently developed spaces before pursuing any new development.

Developing priceless land in Superior to accomplish goals that could be met in other ways misses the point of what this land means to its residents and what it means to live in such a beautiful town. Please help us preserve the quality of life that we value so much. Let's please work together to use our existing resources available to meet the needs of our town.

Thank you,
Heidi Porter

From: Clayton Porter
Sent: Wednesday, September 17, 2025 2:50 PM
To: Town Council <towncouncil@superiorcolorado.gov>; Town Council <towncouncil@superiorcolorado.gov>
Subject: Town 15 Re-Zoning Consideration

Dear Town Council,

I am writing to express my concerns regarding the proposed development of Town 15 in Superior. As a resident, I deeply value the open spaces and natural beauty that define our town, and I believe that preserving these areas is essential for the well-being of both the community and the environment.

Having lived in overdeveloped areas, I have witnessed the negative impacts on both the people and the environment. In contrast, Superior's open spaces contribute to a healthier, more connected community. People here care about their homes, their neighborhoods, and the land itself, and I fear that overdevelopment could erode the strong sense of community that we currently enjoy.

Instead of overdeveloping Town 15, I urge you to prioritize the preservation of this land as open space or an arboretum, reflecting the value our town places on nature and well-being. I am open to exploring creative solutions for meeting the town's needs without sacrificing this precious natural space. For example, there are other developed areas—like the Target parking lot or the land near the Flatirons Mall—that could be utilized for future growth without impacting Superior's natural landscapes.

I also encourage a broader conversation around affordable housing. While I support efforts to meet the town's housing needs, I believe we should consider whether affordable housing is the best solution for Superior and whether there are other ways to meet these needs without damaging our environment. I am concerned about the potential impact on property values, community health, and traffic congestion that could result from the development of Town 15.

Finally, I urge the town council to create a goal that focuses on the preservation of Superior's open spaces as part of its economic development plans. We must use existing resources creatively, prioritize what the community truly needs, and work together as a community to find the best solutions. Please let me know how I can be involved in this important conversation.

Thank you for your time and consideration. I look forward to hearing your thoughts and working together to ensure that Superior remains a beautiful, healthy place for future generations.

Sincerely,
Clayton Porter

Message Submitted

Message the Town Council

09/20/2025 20:21 PM

Name	Kara Neuse
Email	
Subject	Town 15 Considerations
Message	My disclaimer is that while I am a proud member of the town's open space advisory committee (OSAC), I am writing to you as a concerned resident. The following thoughts are mine alone and do not represent OSAC. As you prepare for Monday's Town Council meeting and the Town 15 discussion, I ask that you consider the following: 1. Ballot Measure. Public engagement concerning Town 15 has been tremendous over the last 15+ years. Countless discussions and feedback sessions. Input was submitted and included into the 2021 Parks, Recreation, Open Space and Trails Master Plan. More recently there's been several public engagement sessions as the town's Planning Commission updates the Comprehensive Master Plan. Each engagement brings the input of hundreds of residents. It's actually quite exhausting always paying attention to posted agenda items and potential meetings to make sure that as a resident an opportunity to convey perspective isn't missed before a Town Council vote. Our town is undoubtedly divided on the topic. There is no way to truly capture where the town stands on this issue without a town vote. It doesn't matter if you call the ballot measure "Town 15 Development Wanted" or "Re-zone Town 15 as Open Space Recreation" …but please let the town decide the future of the parcel. 2. The Town's Comprehensive Plan. The Town of Superior's Planning Commission is in the process of updating the 2012 Comprehensive Plan. Town 15 will be a topic in the document as a potential "development opportunity." To accurately reflect years of resident engagement in reference to the Town 15 parcel, I ask that you have the Planning Commission include at least a paragraph to describe how potential devel opment of this parcel has consistently (for years) been a dividing issue. It would be disingenuous to create a 2025 document without explaining the history of the parcel coupled with the findings of resident public engagement. 3. Integrity. My final point is about integrity. It will undoubtedly come across as being self-righteous and I'm ok with that. Integrity matters. Transparency matters. I observe members from the Planning Commission making posts on social media and/or during the public comment segment of Town Council meetings- stating their own personal preferences for the development of specific town parcels, without a

	disclaimer of their town position. This leaves me to question the objectivity of the Planning Commission. Further, given the divisiveness of the future of Town 15, it was alarming to me that a current Town Trustee recently hosted an event with residents to discuss senior living housing opportunities in town. The suggestion was made that To wn 15 could be one (and perhaps the most viable) location. It just came across as a presumptuous maneuver to me. An attempt to negotiate around the greater conversation of Town 15. Again, these are exclusively my thoughts. Thank you, Kara Neuse Town of Superior Resident

From: Peter Ruprecht
Date: September 18, 2025 at 6:25:58 PM MDT
To: Town Council <towncouncil@superiorcolorado.gov>
Subject: Don't rezone Town 15

Dear Town Council,

I see that there's an upcoming hearing regarding rezoning the Town 15 parcel. I'm surprised that you're considering that proposal prior to receiving the new Comprehensive Plan, which should provide town-wide context for Town 15 and all remaining developable spaces.

If you do go ahead with a vote on rezoning Town 15 in the near future, I urge you NOT to change the current zoning to Open Space. Since I may well be the most pro-OS person in the entire town, let me explain my apparently counterintuitive position.

As far as I can tell, there are only two large parcels left that might be considered for open space, Town 15 and Zaharias. Of these, Zaharias is vastly more valuable as (natural) open space and probably much less valuable as developed space. If you have to choose one as OS, please choose Zaharias. (It's adjacent to a Boulder County designated Critical Wildlife Habitat, would allow for resident viewing access to the bird-filled Hodgson-Harris Reservoir, and has real potential to be restored as a natural grassland.)

If the rumors are true and Town 15 is worth many millions of dollars, selling even part of it would raise enough funds to buy Zaharias even without further extending the Open Space tax fund.

I fully appreciate that you continue to get passionate advocacy for Town 15 as OS. But you have to ask yourselves if that's really the best long term option for the town as a whole. And once it's rezoned, changing the zoning back would require a election vote which would be very unlikely to pass, so rezoning now is a one-way change that would tie your hands or those of future Councils.

I also appreciate that the fire families adjacent to Town 15 would be impacted if it were ever developed. But please remember that you just approved a new commercial development immediately behind other fire families' homes in Sagamore (on a parcel that OSAC has had on its open space watch list for many years.)

Thank you for considering my input on what will be a consequential and potentially contentious decision!

Peter Ruprecht
[redacted]

Message Submitted

Message the Town Council
09/18/2025 17:55 PM

Name	Susan Stanish
Email	
Subject	Upcoming meeting Sept 22 – agenda item 5 on Town 15 Rezoning
Message	Due to another commitment on Monday night, 9/22/25, I cannot attend the Town Council discussion that will include Town 15 Rezoning, agenda item #5. So in lieu of making public comment in person or online, the following is my input regarding the rezoning ordinance. I strongly urge the Council to APPROVE the amendment to rezone Town 15 from Planned Development to Open Space and Recreational District. As a few of you may recall, I was serving on the PARC committee when the 2021 PROS Master Plan was created, so I am familiar with the thought processes that went into it. One of our driving beliefs at the time – and one I still hold – is that since Town 15 is one of the last remaining town-owned properties of any usable size, it represents the last location on which future community amenities (open space, parks, recreation, or so me combination thereof) could be located. Simply put, if the Town were to sell Town 15 to a developer, it's true that we would make money from the sale that we could use on other things, but we would permanently give up the chance to use that property to meet future community needs for the town. I know that some members of the community, including OSAC, are strongly in favor of maintaining Town 15 as open space, as it is now. That would be my preference, too, since I live only a few blocks away. But if we rezone Town 15 to be an Open Space and Recreational District, at least it would reserve the area for community needs in the future. Also, I have heard some discussions about the possibility of using Town 15 to develop deed-restricted housing for seniors already living in Superior wishing to downsize. While I support the concept of seniors staying in Superior (being one of them myself), I truly think it would be a slippery slope to develop and sell such hous ing units in an equitable manner that doesn't unfairly take advantage of a Town asset to (1) help a developer make money and (2) inject more housing units into Superior that would simply float to their market rate prices in the future. Thank you for your consideration.

From: Stefano Prezioso
Date: September 19, 2025 at 8:08:19 AM MDT
To: Town Council <towncouncil@superiorcolorado.gov>
Subject: Town 15 - Do Not Rezone

Hello Town Council,

My name is Stefano Prezioso, and I am a Superior resident. I will unfortunately be unable to attend the September 22nd Town Council meeting, but wanted to write to you to share my opinion that Town 15 should **not** be rezoned to Open Space - Recreation, and rather **should remain** as Community Activity Center Designation.

There are a few key reasons why I believe Town 15 should remain as Community Activity Center Designation:

- **Financial Stewardship**
  - Town 15's value in its undeveloped state has already grown tremendously from its original purchase of $1.2M. I believe I saw a tax value estimation of ~$8M. That is a very significant asset for the Town, and should be considered as such.
  - There is significant revenue for the Town, both one-time and reoccurring, if Town 15 is developed in the future. Rezoning to Open Space would involve both one-time development costs to the Town as well as ongoing maintenance.
- **Community Value**
  - I believe that Town 15 should remain and be developed in accordance with the definition of Community Activity Center Designation. For example, the idea of having a beautiful new restaurant or bar with outdoor or perhaps rooftop seating would be a huge value add to the residents and visitors of Superior.
  - While Open Space inherently provides some amount of community value, we all know that Superior is a leader in Open Space by percentage relative to nearby communities, and that's just with considering the land within our Town borders. We are also adjacent to thousands of acres of Boulder County Open Space, which means that the lived reality for Superior residents is even *better* accessibility to Open Space then our already top-tier numbers would indicate. In short, we do not need more open space.
- **Equity for all of Superior**
  - I strongly believe that the push to rezone Town 15 to Open Space is an example where a small but vocal minority are pushing for a change, in this case rezoning, that only benefits themselves and is a net detriment to the rest of the Town. The residents along Andrew Drive are fighting to maintain the undeveloped character and "view corridor" of their homes even though this parcel has *always* been zoned for development as CACD.
  - In discussing with several residents who signed the petition in support of rezoning Town 15 to OS-R, they did not understand what the current CACD zoning allowed for, or that the parcel wasn't already zoned for Open Space. Many people understandably confuse undeveloped property with Open Space, and I believe that a significant portion of the signatures gathered simply appealed to the general opinion held by many that we should "protect Open Space", as opposed to actually understanding that Town 15 is not and has never been zoned as Open Space, and actually the opportunities for

development under CACD would be hugely beneficial to the community and Town as a whole.

- **One Way Door**
    - If Town 15 were to be rezoned to Open Space - Recreation, it would remain that way forever. I do not think we need to be in a rush to develop Town 15, as the value of that asset will only continue to grow with time, and waiting for a more economically viable time for a great development proposal to come along seems wise.
    - Maintaining the current zoning also maintains the most flexibility for how to best utilize Town 15 for the needs of Superior.
- **Lack of Ecological Value**
    - Today, Town 15 is effectively a dirt/grass lot. There are no trees. There are no shrubs. There is no wetlands or other important habitat that should be protected. From an ecological perspective, Town 15 is a *prime* example of the type of lot that *should* be developed. It is also predominantly flat and sits at the intersection of the two largest roads in town.

All in all, I strongly urge Town Council to consider their fiduciary responsibilities when considering this decision. Superior is a growing community. The opportunity to add development that aligns with the current zoning of Community Activity Center Designation, both from a fiscal and from a community value standpoint, is too great to squander away to the whims of a small number of vocal residents who would prefer to freeze Superior in time and see zero further changes. Please, **do not** rezone Town 15 as Open Space - Recreation.

As always, thank you greatly for your time and dedication to serving our town.

Sincerely,
Stefano Prezioso
Superior Resident

From: Andrew Vaughan
Date: September 18, 2025 at 11:11:16 PM MDT
To: Town Council <towncouncil@superiorcolorado.gov>
Subject: Town 15 - Reprise
Reply-To:

Hey ToS Council-

I'm disappointed to see "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" back on the agenda for Monday.

I don't think I'll have the opportunity to speak at the meeting on Monday, so I'll write (probably a lot) down below. But the TL;DR is: I do not think that Superior should re-zone this property, and certainly not before the comprehensive plan is complete. Some arguments below.

Thanks,
Drew

1) **The Money**. I have found the financial discussion around Town 15 very strange. There is an argument that 'we already own it' which seems to make people think that disposing of it is 'free.' This is an asset owned by the Town. You could consider it a bar of gold, bought for $1.2M in 2014 from the General Fund and stuffed into a filing cabinet in Town Hall. Yes, you could throw it away. You could donate it to someone. You could give it to Open Space. But you probably shouldn't...it was valuable when purchased and that value has grown significantly since then.

I have a hard time understanding the "scenarios" described in the Council memo. The bottom line for putting in 58 single family homes gives revenues of $3.5M initial and then $65k/year...which I assume is derived from permits and tap fees for the big number, and sales tax revenue for the little one (converting the $687,650 local spending number through a roughly 10% sales tax?). But it doesn't say anything about property taxes, nor the actual value of interest here: the sale price. 58 new single-family homes in that area would probably sell for $1.25M each. That's $72M. You could easily demand a sale price of $25M for that property, leaving the developer more than $50M to build the homes and profit by their sale.

Now consider what we went through over the past year with the sales tax measure, to get an equivalent amount of funds. It was a big enough deal that we put it on the ballot, then subsequently vetted the infrastructure projects carefully...because that's a lot of money, even for Superior. Not something to be discarded lightly.

2) **Role of Government**. Government exists, in many cases, to protect the few from the many (building a roundabout at RCP and Coal Creek even though 90% of the town would rather just speed down RCP at

50mph), or to protect the many from the few (stopping the town up-river from dumping their sewage in the water and poisoning it for everyone else).

This is the latter. I understand that Andrew Drive has been very vocal, and that by using sensational techniques (think of the raptors! can you believe they want to build a lit ball field there? wouldn't you rather have a park than more housing?!) they have even gotten some signatures and responses from residents around town. Those are short-sighted arguments and the Council must take a wider view on behalf of the entire town and its future needs.

3) **Comprehensive Plan**. At the previous Council meeting when this discussion was tabled, a Council-member rebutted the argument to wait for the 2025/26 comprehensive plan by saying something to the effect of, "Is there anything the master plan could say that would change your mind on this?" And I find that position stunning. The entire point of the comp plan is to determine the future needs of the town in a holistic way...how do we remain vital and financial stable over the next 20 years? If that plan says that we need to reserve this parcel for future needs and the Council shrugs and says "yeah, but the neighbors want open space," I would find that incredibly distressing. And making a decision *before* that report is available, because you are afraid you won't like the answer, is possibly worse.

4) **Home Prices**. Home prices are high because we want them to be. Out of one side of our mouths, we say that Superior is too expensive, our teachers can't afford to live here, we need affordable housing. And then from the other, we make every possible decision in defense of home prices. I get it...for all of us, our homes are a significant part of our wealth. But if you literally make every choice with home values as a primary driver, then success looks like a place where no one can afford to have a young family, downsize, or hold a blue collar job. I heard this at the previous Council meeting too...putting medium-density housing on that lot might affect nearby home values. Yes, it *might*. (It might not.) But that might be a price we have to pay.

5) **Open Space Rec**. Please read the restrictions carefully. Proponents say that this rezoning doesn't really change one of the latent use cases, as 'recreation' or even a 'rec center.' The zoning allows for "public recreation facilities" but I don't know what that really means...it sounds more like ball fields and pull-up bars than an actual rec center. Regardless, the district is limited to 1 story and 25 feet of height, so you clearly can't build something like Lifetime or the Louisville Rec Center there. And to Council-member Foster's point...once this property goes OS-R, it's not coming back. While not impossible, I think we all know that it *effectively* is...that's the entire point of the Open Space designation. It's for residents *now* saying "in the future, someone is going to try and develop this, and we value the open space more so we're going to lock it up." It's quite permanent...but Superior has more than enough open space, and we need to reserve this parcel for later.

6) **Kick the Can**. Another comment at the last Council meeting was that we've been kicking this can down the road long enough, and it's time to take action. There is absolutely no mandate here, even in the face of public pressure. "Wait and let the next generation decide" **is** a decision, and often a mature one. It is the decision that was made -- for the short term -- when this measure was tabled a few months ago. It isn't necessarily the easiest path, but neither is it a sign of weakness or incompetence or indecision. There are currently no proposed uses for this property. I have even heard residents of

Andrew Drive -- realizing, I think, that they've kicked the hornet's nest and now a subdivision is being actively discussed and priced out around town -- that they'd be fine with 'nothing'. Let's do nothing for a while.

7) **Resources**. The Comprehensive Plan seminars were...sparsely attended, but they were good, and they were recorded. From the mouths of experts, I suggest a couple of time-tagged clips that I found very insightful (this is the type of information I expect to be incorporated into the comp plan):

Consultants say we need more density and less open space:
https://youtu.be/H78GML9hoU0?si=4TVKrVj7j5EY4R5s&t=2885 (watch ~3 minutes)

Chamber says we have plenty of open space:
https://youtu.be/H78GML9hoU0?si=YV9EON_nSpN5Lnff&t=3067 (watch ~1 minute)

From: Sandie Hammerly
Date: September 21, 2025 at 9:27:01 AM MDT
To: Town Council <towncouncil@superiorcolorado.gov>
Subject: Town 15 decision

Members of the Town Council,

You have a tough decision before you tomorrow night. I am sorry that you have been put in this position when there was adequate and appropriate zoning in place.

But please, as you vote, think deeply about how you would feel if you were put in the position of having to go through cumbersome (and expensive) extra steps by a prior council and which now limited your ability to make a decision on a needed land use. We have adequate safeguards in place. Please be respectful of those who will follow you.

Regards,

Sandie Hammerly

From: Rainer Kunz
Date: September 20, 2025 at 6:58:30 AM MDT
To: Town Council <towncouncil@superiorcolorado.gov>
Subject: Town 15

Dear Superior Town Council Trustees,

As I am out of town and cannot attend the next Town Council meeting on Monday, I would like to provide a public comment to the Town 15 agenda item. Although I am a big supporter of open space in general, I am strongly opposed to turning Town 15 into open space. The reasons are clear and simple:

1. That property was purchased with dollars from the general fund. It is not appropriate to use general fund resources for an open space purchase as there is a separate sales tax funded account.

2. Even if there would be funds available in the open space fund then there would be better targets for a purchase as Town 15 is already a town property.

3. Town 15 is practically kind of open space at this point, however, and it can turn out to be very valuable for the town in the future. It is a hard asset that could be sold and used in the future if the town has financial problems.

4. It is not appropriate to use a general fund property to please a small group of nearby property owners. The general fund has to be used in the interest of all citizens. The property could be used for many citizen oriented projects.

5. Again, turning Town 15 into open space would be a misuse of citizens tax money. Citizens just approved higher sales taxes, the town increased property taxes, and the town wants to give a valuable property away for free? I think the town can do better.

Keep it as-is and use it for better purposes.

Regards
Rainer Kunz

Notes
Advisory Committee for Environmental Sustainability (ACES)
September 11, 2025
5:30 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.

a. Call Meeting to Order

b. Preliminary Matters
   - Roll Call
     - Present: Jim Zarske, Michelle Gazarik, Miles Hoffman, Nikki Hewett, John Heckman, Patrick Payne
     - Absent: Lisa Barnes
     - Staff Present: Alexis Bullen
   - Approval of Agenda: Jim explained the need to reorder agenda to have a quorum for voting at the beginning of today's meeting. John Heckman moved 1st to reorder agenda, 2nd by Patrick Payne; unanimously approved.
   - Public Comment (limit 5 minutes/person): None

c. Updates
   - Town Council Liaison: Jenn Kaaoush was appointed to Regional Air Quality Council (RAQC) 25-person council. John Heckman supports Arizona's air quality council through ASU and offered to help.

     Town Council and Staff are halfway through analyzing next year's budget requests, another meeting next week. Focus is on economic development.

   - Town Staff
     - It's ACES member Nikki Hewitt's last meeting on ACES; she is moving back to Singapore. There are now currently 3 vacancies on ACES.
     - Launched new composting campaign "Every Scrap Matters". Will be back tabling about compost education and services at Fall Fest on Oct 18.

- Alexis updated ACES Drop Box with resource documents
- DRCOG CPRG Building Policy Grant of $300,000 for Superior from EPA: we are talking with City of Northglenn, who also contracts with SAFEbuilt, about sharing a SAFEbuilt staff member to help SAFEbuilt educate contractors, residents applying for permit and work on energy code related items. Also have funds to hire a p/t person to assist with grant administration, reporting, work with SAFEbuilt, analyze permit data, look for opportunities and suggest policies.
- Upcoming events:
    - Oct 18 Fall Fest, 9 am – 1 pm in Downtown Superior (DTS), Jeff and Paige are scheduled to perform, including song on composting. The compost magician Ms. Peel will perform again. Patrick Payne can volunteer to table for one hour. Jim may be able to also table.
    - Dec 6, Holiday Bazaar, 10 am – 3 pm, Michelle can table this entire event. ACES will vote on sustainable swag at next meeting.
    - Dec 13, Winterfest, 1-5 pm. DTS: Need ACES members to cover this event

d. Discussion Items

Eco-Cycle Eco-Leader Discussion:

- Alexis reviewed current ACES budget; gave ACES the option to approve up to $2500 based on Eco-Cycle's proposal for individual and Train-the-Trainer style workshops for existing and newly recruited Eco-Leaders that dive deeper into Zero Waste topics.
- John Heckman moved 1st to budget $2000 from ACES for Eco-Leader program based on their scope, 2nd by Patrick Payne; unanimously approved. Miles suggested we host training at the SCC and DTS Civic Space, that is accessible for students and parents. Miles will reach out to MOHI Eco-Club and BVSD Sustainability Dept (Ghita/Erin).
- Town Council member Kaaoush suggested to talk to SYLC about Eco-Leader program; they seek more involved projects.
- Nikki mentioned to use national and international event announcements to recruit Eco-Leaders. Climate Week is September 21-28, '25 in NYC, https://www.climateweeknyc.org and 2025 United Nations Climate Change Conference (COP30) will be held in Belém, Brazil from November 10-21, 2025.
- Michelle and Austin will work on a plan and calendar for Eco-Leader training and recruitment for the remainder of 2025 and 2026 for presentation at next meeting.

Leaf Pickup:

- Jim shared that 5-6 years ago we offered free paper bags instead of plastic black bags. Girl Scouts turned it into a fundraiser to transport those bags from resident's curbside to town's yard debris collection site. ACES funds the bags; folks can pick up at SCC. Alexis reported the SCC runs out of bags at the end of leaf collection season. Therefore, we will encourage residents who dispose of the leaves themselves at yard debris site to return durable empty and folded

paper bags suitable for reuse back to SCC. Looking to approve $300.

- John Heckman 1st moved to approve $300 for purchase of leaf paper collection bags, 2nd by Patrick Payne, approved unanimously.

Republic Services and Town Waste Service Update:

- Update on 3-cart program. Steve Gilmore, Republic Services, attended as a guest. He and Alexis will go to Town Council on Oct 27 to present,
- Alexis will email slide deck to ACES members after meeting.
- Republic calculates recycling weights based on the truck weight in and out of the Boulder County Recycling Center. They calculate the trash and compost weights based on their scales at their Republic landfill and compost facilities in Bennett.
- Currently 1100 households have chosen trash carts based on the following breakdown: 10% largest size, 60% medium size, and 30% smallest size. Everyone can pick what works best for their household. 5-month waste diversion average for 2025: 38.2% Waste diversion is calculated as (wt recycling + wt compost)/ wt of trash +recycling +compost. Our goal is 65% from landfill by 2030.
- Alexis mentioned since 2022, we have pulled date from Re-TRAC system, a BOCO- reporting tool. Required in 2022, it is self -reported by haulers. Staff has noted and followed up on hauler errors in how data was reported that changed our diversion stats. Our residential diversion rates were 25% in 2023 (Alexis updated post-meeting) and 26% diversion in 2024. Community-wide diversion stats would also account for diversion to yard waste drop-off site and household hazardous waste collected at Boulder County Hazardous Waste Management Facility (BOCO HMMF).
- Alexis gave an update on Extended Producer Responsibility state policy and how Superior is responding, what is next.
- Republic reported just over 700 households are composting. 400 still not composting.
- Uptime is 85% Running in Louisville and Superior. Fully integrated EV trucks Voltare models. Everything runs off battery. Now at 5 trucks; getting 9 more at end of Nov. Currently installing 23 pedestal in Commerce City for 46 charging stations.
- All Republic's electricity from renewable energy sources/credits.
- Residents should put carts out by 7 am

Municipal Natural Gas Offsets:

- Prompted by John and Nikki.
  - Presentation by Alexis. We bought offsets for our municipal buildings' use of natural gas. We are paying $5000 to a company in OK to close orphan wells leaking methane. John asked why we don't spend more on carbon offsets.
  - Nikki and John presented how rigorous CCP-verification meets high integrity standards. Not putting a price on carbon is a big deal. John prefers a removal of carbon like biochar, but its standards are still in development.
    - John voiced his concern about the perception from anyone not in this business to continue to buy offsets instead of reducing natural gas usage. This is why we need to advise our town to complete a decarbonization plan.

Messaging; Working Group Report Out and Digital Sign

- Patrick, John and Michelle met at 5 pm as Working Group to address action item on messaging for remaining tabling events in 2025.
- John and Michelle attended the Front Range Sustainability Council business meeting via Zoom on Sept 10.
- Michelle explained history of how Sustainability Action Plan (SAP) was created and adopted. And then explained how it was translated into our Sustainability Dashboard on the website. Our town was one of the first municipalities to adopt a transparent measurement system and publicly post it on the dashboard. And then we discussed how these ties into our 2025 Work Plan. Our work plan is 2/3 through the year completed, and we have the rest of 2025 to meet our goals of communication and education on rebate opportunities for residents.
- We brainstormed a visual of a home with a checklist of sustainable actions and behaviors. We also recommended that we build upon the Electrify 1-2-3 home graphic, adding rebates and savings from other parts of SAP.
- Patrick demonstrated how Digital Display Sign works; essentially it is a large Android phone screen. We can create a slide deck on these rebates for residents and ask Alexis when we could table for the public. Michelle suggested Senior Breakfast on first Wednesday of each month at the Superior Community Center.

e. Adjourn: Vice Chair Nikki Hewitt moved 1ST, Michelle 2ND ; unanimously approved to adjourn.

Action Items:

1) Working group will meet next month, Oct 9, 5 pm, to create a proposal to host public education office hours using Electrify 123 checklist and add other rebates from our website. Michelle will ask if we could table at the Senior breakfast.
2) Miles will contact MOHI Eco-Club and BVSD Ghita and Erin to discuss feasibility of hosting Eco-Leader training with students and parents through school eco-clubs.
3) Michelle and Austin will work on a plan and calendar for Eco-Leader training and recruitment for the remainder of 2025 and 2026 for presentation at next meeting.
4) Create informational flyer to accompany leaf paper bag pick up for residents to snap a photo with their smart phones. Include yard debris site address, hours, how to return empty and folded bags for reuse.
5) Alexis will email Republic Services slides to ACES afterwards.

Next Meeting: October 9, 2025, at the Superior Community Center

Notes
Cultural Arts & Public Spaces Committee (CAPS)
August 28, 2025
6:00 PM
Superior Community Center
1500 Coalton Road

This meeting will be held in person and online. Members of the public may participate in the meeting via Zoom *(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
   Chairman Andrew Vaughan called the meeting to order at 6:00 p.m.

2. Preliminary Matters
   a. Roll Call
      Present: Chairman Andrew Vaughan, Vice-chair Susan Chevalier, Chris Nunes, Brandon Opalka, Liza McKenzie, Sherry Smith, Ardyce Lebewitz
      Staff Present: Jennifer "JG" Garner, Arts and History Supervisor
      Council Member Present: Stephanie Miller
      Absent: Stephanie Coffin

   b. Approval of Agenda
      Susan motioned to approve agenda; Brandon seconded. Agenda approved unanimously. Public Comment (limit 5 minutes/person)
      None.

   c. Welcome new CAPS member Ardyce Lebewitz.

3. Staff Updates
   a. Rollout of Arts & History coloring books, major update to Town history workbook.
      Books look great and JG has copies for each CAPS member to take home. She will soon work with the Communications department to advertise their availability to residents.
   b. Graffiti on Community Park bollards
      The concrete bollards in Community Park seem to be a hot spot for graffiti. They have been vandalized a second time and although they no longer are considered public art since being painted a solid color, JG still manages their upkeep.

c. Revel Painting RCP mural, lighting, and community engagement.
Painting is slated to begin the week of September 22nd.The tunnel is 20 ft longer than McCaslin and has an angle near the roof. Liza should chat with the artist about potential community engagement and about a time-lapse. If she doesn't plan to do the time lapse CAPS can reach out to BluPoetry for filming.
d. Oerman-Roche Trailhead sign
Due to recent construction in the area, the contractor reinstalled the sign directly in front of the rings on McCaslin. JG stated the sign will soon be moved.
e. JG out of office September 11- 16; October 27 - 31

4. General Updates & Debriefing
   a. Updates
      - Marshall Fire Remembrance all-advisory group subcommittee
      There were two submissions for the project that fit the parameters. Both candidates will be interviewed and then the chosen candidate's work will be presented to Town Council.
   b. Debriefing
      - Council-CAPS dinner on Monday, August 25 at Town Hall
      The dinner went well. We touched on the mural festival idea and it was well received. We also did some brainstorming about the upcoming Sundance Film Festival and possibilities for the Town.
      - Superior Pairings #4 on August 26 at Civic Space
      Boulder Philharmonic and the Boulder Ballet event went superbly. The acoustics were fabulous. The event was well attended with upwards of 70 people in attendance. Susan's take away was that in the future CAPS should do fewer of these and focus on quality over quantity.
   c. Upcoming Events
      - Work session for public art location scouting, Saturday, September 13, 10 a.m., Community Park parking lot near William's Field.

5. Work Plan Check-In
   a. Superior Pairings #5
   Susan and Brandon are brainstorming for the next pairing which is slated for October 28th.
   Possibly something in the culinary arts? Comedy? If they can't find something ASAP they may have to cancel. Liza suggested something Halloween oriented or spooky themed. Chris suggested Day of the Dead. JG suggested cocktail/mocktail lessons and to call it NightCAPS.
   b. Rainworks
   We have the supplies ready to go but have yet to find a date to paint the stencils. Sherry believes we should wait until Spring at this point. CAPS agreed to store the supplies until early spring 2026.
   c. Mural planning
   Brandon spoke with Leah about the potential mural festival, and potentially for a proposal for spring with a budget of $30k, 5 murals and a simple process. She's going to come up with specific artists, specific art

and pitch those. We can move forward with getting a proposal for the October CAPS meeting.

d. Artwork plaques
   JG, Dalton and Drew met to finalize design choices for public art markers. Top choice is about 2-foot tall and 8-inches wide, with a concrete footer. Cost would run about $800 to $1000 per piece.
e. Digital event
   The screens can be used at other events but Chris doesn't have any specific digital events in place. Andrew will look into filling one screen with content from AJ Davis' mural.

6. Discussion Items
   a. Artwork selection
      Brandon made a recommendation for a Max Kaufman piece under guidelines of $23k to be inclusive of artwork and install.
   b. CAPS remaining 2025 budget planning
      Per the large remaining balance for the year, another option would be to use the money to put Coyote Hawk where we originally intended for it to go downtown, in front of the Civic Space. CAPS decided to put potential purchase of Coyote Hawk on the agenda for next meeting for a possible vote. Also, bring forward more ideas for sculpture (which would be after our location scouting walk on Sept. 13th).

7. Adjourn
   Andrew motioned to adjourn meeting at 7:56 p.m. Susan seconded.
   Meeting adjourned at 7:56 p.m.

Next Meeting: Thursday, September 25, 2025, at the Superior Community Center

Meeting Notes
Cultural Arts & Public Spaces Committee (CAPS)
September 25, 2025
6:00 PM
Superior Community Center
1500 Coalton Road

This meeting will be held in person and online. Members of the public may participate in the meeting via Zoom *(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.
   Andrew Vaughan called the meeting to order at 6:01 p.m.

2. Preliminary Matters
   a. Roll Call
      Present: Andrew Vaughan, Stephanie Coffin, Chris Nunes, Liza McKenzie, Sherry Smith, Ardyce Lebewitz
      Absent: Susan Chevalier
      Staff Present: Jennifer "JG" Garner, Arts and History Supervisor
      Council Member Present: Neal Shah
      Guest: Kenn Cross, new Superior resident

   b. Approval of Agenda
      Liza motioned to approve the agenda, Stephanie seconded.
      Agenda approved unanimously.

   c. Public Comment (limit 5 minutes/person)
      None.

3. Staff Updates
   a. Q3 budget report
      JG reported the balances for the large CIP budget as well as the smaller discretionary budget.

   b. Budget realignment for 2026
      JG discussed and explained how renaming the current CIP budget to Public Art Acquisitions would help separate CAPS event and workshop expenses from that of mural and public art spending. The effort will help to clarify and support future the SCFD eligibility application.
      Oerman-Roche sign move
      Sign was moved and no longer block the rings on McCaslin.

c. JG out of office October 27-31

d. RCP tunnel leak repair
There are still a few leaks that will need to be repaired before the final touches are made to the fox mural and the graffiti guard can be applied by the artists. JG will notify the artists once the repairs are completed.

e. End of year stats needed for hours outside of general meetings, projects and accomplishments.
JG will send an email asking for this information, which will support the upcoming State of Superior and the volunteer appreciation dinner.

4. General Updates & Debriefing
   a. Updates
      i. Marshall Fire Remembrance all-advisory group subcommittee
      The subcommittee members will soon be interviewing the two respondents to the RFQ.

      ii. Description and QR signage project with CAPS/SHC
      Royal Signs will be fabricating the signs, approximately 15 for the initial pilot project. JG is waiting to hear if the Town logo can be laser cut rather than painted on to the signs. Next step is to designate the locations for where the initial signs will go and to get description and QR codes established.

      iii. RCP mural
      Progress is being made, and the mural looks great. Neal reports most of the foxes are painted.

   b. Debriefing
      i. Saturday, September 13 work session for public art location scouting
      The scouting went well. Andrew, Liza, Chris and Ardyce walked around the creek near Community Park and discussed potential sites for public art.

      ii. Saturday, September 20 Wool Felting Workshop
      The workshop went well and was fun but only nine out of twenty showed up. The group discussed the ongoing issue and whether there will be future CAPS workshops due to poor attendance.

   c. Upcoming Events
      i. Saturday, September 27 mural community engagement 9am – 12pm; 1-4pm
      This event had to be cancelled due to one of the artists having a health issue.

      ii. Stained glass workshop, Saturday, November 15, 1-3pm & 3-5pm

Both sessions are currently full.

5. Work Plan Check-In
    a. Mural planning
    Town Council would like to move forward with the Mural Festival for fall of 2026. Liza will attend the Streetwise Mural Fest this weekend in Boulder to see how the event is run and gather other any other information. A meeting will be held between CAPS, Town staff, and Streetwise to determine scope and budget.

    b. Superior Pairings #5
    Due the departure of a CAPS member who helped to initiate the program, as well as an exorbitant estimated cost associated with the concept for Pairings #5, it has been decided that cancelling is the best option.

    c. Digital screen(s)
    Andrew is still working to program the screen at the SCC. There was a discussion about possibly using them to display the current public art collection, or from previous digital exhibits and art installation videos.

6. Discussion Items
    a. Video release fee for Boulder Philharmonic (vote)
    The Boulder Philharmonic would need to pay their musicians a fee in order for the Town to publish the YouTube video that was recorded the night of the event, per union policy. Andrew moves that CAPS pay the video release fee of $450, Stephanie seconds.
    Motion passes unanimously.

    b. Neighborhood Sponsorship application review (vote)
    Andrew makes a motion to approve Michael Hirschfeld's application for a Firefighters Turkey Fry, Stephanie seconds.
    Motion passed unanimously.

    Andrew motions to approve Nikita's neighborhood early Thanksgiving engagement event. Stephanie seconds.
    Motion approves unanimously.

    c. CAPS remaining 2025 budget planning and possible spending (vote)
    CAPS discussed the possibility of purchasing Coyote-Hawk and the cost of moving it downtown, in front of the Civic Space. JG suggested that it may not be possible to implement the purchase and move in this last quarter of the year due to the many facets of making it happen plus lost time due to holiday. After further discussion, the committee determined that both Coyote-Hawk and Silencio could be purchased with the remaining budget balance.
    Andrew made a motion to purchase Coyote-Hawk for the remaining purchase price of $23,500. Stephanie seconded. All vote yes with one abstention. Motions passes.

Andrew motioned to purchase Silencio for remaining purchase price of $13,000. Stephanie seconded.
Motion passes unanimously. A memo will be submitted to the Council to get approval for these purchases.

d. 2026 Work Plan preparation
Andrew will reconfigure the 2026 budget projection that was presented at the Council dinner a few months ago to reflect the budget alignment (CIP versus general fund budget lines). Stephanie wants to make sure we focus on community engagement programming to help with SCFD eligibility.

7. Adjourn
Andrew moved to adjourn meeting at 7:58 p.m. Stephanie seconded.
Meeting adjourned at 7:58 p.m.

Next Meeting: Thursday, October 23, 2025, at the Superior Community Center

Notes
Open Space Advisory Committee (OSAC)
September 10, 2025
6:00 PM
Superior Community Center
1500 Coalton Road

This meeting will be held in person and online. Members of the public may participate in the meeting via Zoom (*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 (6:00)

2. Preliminary Matters

a. Roll Call (6:00)

- Present: Amber, Mike, Todd, Rita, Joann, Christi
- Absent: Tracey, Kara
- Staff: Leslie, Phary

b. Agenda Approval (6:05)

c. Public Comment (limit 5 minutes/person) (6:07)

Peter Ruprecht proposed a revegetation project to restore an area along Charles St. The project would entail creating (3) 8x8 plots that would become pollinator islands. Project would involve volunteer weeding. OSAC committee and staff support this effort.

3. OSAC Discussion Items

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

-North Pool renovation came in over budget. Town will scale project to fit budget and pool updates to be completed by 2027.
-Town evaluating whether Superior should have its own library.
-Town Council to recommend not rezoning Town 15 at this time (meeting 9/27).
-Star Gazing program 9/19 7:30PM-9:00PM Coalton Trailhead
-Nature Night 10/45:30-7:30 Ashley Dunlop
-Discussed possible purchase and installation of trail counters
-Goats to return in November with meet and greet at Autrey Park
-Mile High Flood District to dredge pond at 88th St and 2 ponds near South Rock Creek Circle
-Grant support from FEMA for fire mitigation

b. Approval of non-motorized grant letter (6:25)

Letter unanimously approved

c. Cattle Grazing Issue (6:30)

Staff to asked to approach Boulder County to keep trail open

d. Town Council Meeting Issues (6:40)
3.c.1. Council's E-bike presentation at their meeting
More info to come next month with possible ordinance forthcoming
e. Open Space Management Plan (6:50)
-Pulling Comprehensive Plan data into our plan
-Need to incorporate programs, events, volunteers and youth corps into document as these are not addressed
f. Trail Ranking (7:00)
-Discussed revising some of the template tool
-Ongoing work to refine the top 6
g. Rodenticides Campaign Plan/Policy Recommendation (7:15)
Leslie to send information to Superior HOAs
h. Annual Work Plan Review (7:25)
Schedule refined
i. OSAC Roundtable (7:40)
-discussed the impact of the Women's Disc Golf Tournament on the geese and use of the playground
-Prairie Dog relocation ongoing near the high school and K-8 (to Pueblo)
-New mural to be painted on wall of Rock Creek Pkwy underpass starting later this month
j. Reminders (7:50)
3.i.1. Rescheduled October meeting [to October 1]
3.i.2. Leave No Trace [October 10-12]

4. Standing Updates (7:51)
a. Raptor Program None
b. Wildlife Monitoring Program Camera updates
c. Wildfire Update Marshall Fire Remembrance moving forward
d. Prairie Dog Plan Update See above
e. Habitat Preservation Update
f. Grant Asks
4.f.1. Non-motorized trail grant support letters Requesting 2 more letters of support
g. Communications Update (for Kevin Colon) None

5. Adjourn 7:50

Notes
Parks and Recreation Advisory Committee (PARC)
September 17, 2025
7:00 PM
Superior Community Center
1500 Coalton Road

This meeting was held in person and online. Members of the public may participate in the meeting via Zoom *(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
        - Present: Brent Hartman, Burton McKenzie, Lindsay Kerr, Martha Siegmund, Justin Willis, Tim Martin, Councilmember Mike Foster
        - Absent: Saadia Aurakzai-foster
        - Staff Present: Bryan Meyer
    b. Approval of Agenda
    c. Public Comment (limit 5 minutes/person)

3. Discussion Item(s)

    a. Discuss Founders Park walk through
        - Comments on how large and beautiful the park is. Paths on the east side emulate the railway that went through Superior at one point in time. Some minimal wear and tear, feel it's underused. Topic for future consideration: expanding the fields or programming if needed.
    b. Chili & Beer Festival debrief – Saadia & Burton
        - Great event and interest in the community park plans that were there. Talked with interested community members about the open spots on PARC and encouraged them to apply
    c. PARC Committee Members - Volunteer sign up & support during Fall events

- Need volunteers for events as available, and to have consistent representation for future events. Brent to put together a calendar of events based on historical ones.

d. Possible games at PARC booth during events
    - Will move to October agenda to discuss how we show up to future events

e. Ideas on sports equipment check out at SCC front desk
    - No update on designs, budget or front desk plans. PARC to make a formal recommendation to town council.

f. Potential PARC collaboration with ACES & CAPS
    - Brent met with James from ACES and has brought up a need for a water conservation plan. Recommend the upcoming consultant that is reviewing parks to consider watering improvements. Potential for more collaboration with them ACES to bring together united goals between committees. Lindsay and Burton feel strongly about reducing water usage across parks when it can be done. PARC supports this initiative.

4. New Business and Updates

a. Passports & Maps as gifts – Tim
    - Would like to implement passports for stamping at each park, people can bring passports and emboss them with a stamp to complete the full book. Tim researched printing and currently came up with $6 as a high cost.

b. Updates from Town Staff & Council Liaison
    - North Pool project delayed until fall of 2026 due to budget and equipment delays. Plan changed to bid both North and South pools to be completed for the opening of season in 2027. May have preliminary designs for South Pool in November meeting.
    - Community Park playground equipment has been ordered – slated to end by April 2026, goal is for it to open in May 2026.
    - Central Park landscape is progressing, shelter and restrooms will be in place in November.
    - Consultant Design Concepts started a scorecard of evaluating all parks in early October.
    - E-bike proposed ordinance was discussed with the Town Council and there are concerns about e-motorcycles being ridden by small kids over 40+ mph without helmets. Working on raising awareness on what is/isn't legal to ride. Ordinance will address class 1, 2, and 3 e-bikes and usage on trails.

- Events have gone from 4 to 40 and looking to consolidate the not-well-attended events. Potentially will consider stopping Arbor Day and Bike to Work Day. Also beginning to prepare for Sundance 2027.

5. Adjourn

Notes
Superior Historical Commission (SHC)
Friday, September 19, 2025
10:00 a.m.
Superior Community Center
1500 Coalton Road

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 meeting will be made available on YouTube and at SuperiorColorado.gov after the meeting.

1. Call Meeting to Order – meeting called to order by Larry Dorsey

2. Preliminary Matters

    a. Roll Call
        - Present: Larry Dorsey, Karen Waligorski, Errol (Wally) Waligorski, Mary Cartwright, Maureen Hogg, Jill Roberts, Susan Stanish
        - Absent: Scott Phillips, Dalton Valette
        - Staff Present: Jennifer "JG" Garner, Arts & History Supervisor
        - Town Council representative present: Heather Cracraft
        - Guests: Nancy Thomas (volunteer); Jeanne Barrett, Lions Club; Paul Gibbs

    b. Approval of Agenda
    Motion to approve made by Karen, seconded by Mary

    c. Public Comment (limit 5 minutes/person) – no one present for public comment

3. General Updates, & Debriefing

    a. Updates
        i. Correspondence, completed/required
            - Mary stated that we've had several recent donations and that she will send thank-you notes.
        ii. Marshall Fire Remembrance, all advisory group subcommittee, via CAPS

- JG: as mentioned last month, applicants have been reviewed and process of setting up interviews is underway

iii. RFI log and Mass Media list
- Maureen: I sent the RFI log electronically; there are a few minor corrections. No updates to the Mass Media list

iv. Donor(s), Lions Club, & recent donations
- Larry: a man from Louisville donated some bottles that were found at the mine camp site in Superior about 50 years ago. The donation sheets are in the Asti basement.

v. QR code signage and partnership with CAPS
- JG: I showed a design last month for the QR code stand. We're exploring how the Town logo will be placed on it (painted or etched). Vendor will be Royal Signs. We're starting a pilot program to figure out where these will be, and to set a standard for other similar signs throughout the town. Probably by next month Dalton will have a suggested list of locations.

b. Debriefing

i. September 6 open museum day
- Not a large attendance at either museum.

ii. September 12 work session
- Jill and Kathryn (staff) worked on CatalogIt stuff.

iii. Heritage Roundtable and ANFRM
- Larry: Heritage Roundtable met yesterday. Historic Boulder has a lot going on, including the annual cemetery walk and other walking tours. Will also have a ribbon-cutting at the Boulder Theater next month.

4. Work Plan Check-in

a. Discussion Items

i. Finalize miner memorial design input
- JG shared that the artist is excited to get started but needs our direction. Hopefully next month we can have him join us by Zoom to provide final input.
- Commission had a detailed discussion providing input for the sculpture. Recommendations for attire: high boots, cloth hat and hog oil lamp, bib overalls. For equipment, a shovel. Regarding the canary cage, though a miner wouldn't necessarily take it up and down every day, it would be a good conversation point for current audiences. For stance, perhaps standing with hand on shovel. Facial: maybe a moustache. Expression: stoic, weary, pensive, yet determined. Age: 40s or older.

ii. Completion of Fall Program monetary donation (vote)

- Amount to be donated to Right Relationships Boulder for their speaker. Mary moved that we donate $100. Seconded by Susan. Motion passed unanimously.

iii. 2026 Annual Work Plan
- JG: probably next month we'll need to start drafting this. We'll review and discuss over the next few meetings and it will need to be finalized by our December meeting.

iv. Collection management update: CatalogIt, exhibits, accessions
- Jill shared that we've done a lot of work recently. We have a few items we still have questions about. Once we've wrapped up these 50 items we can then sign up for our license, with which we can have 10 users.
- Karen asks if anyone has new donation sheets to please leave them on the desk in Asti.

v. Donation processes
- Mary stated that we could use another table or shelving unit in Asti basement for a staging area or place to put things in process.
- Jill thinks we could measure the space during our next work session to see what would work best before recommending a purchase.

vi. Planning sessions
Mary suggested we defer this discussion to a future meeting.

vii. Volunteer update
Nancy recapped her experiences to date. with her participation

viii. Lost Superior update
- Maureen stated there are some factual errors that need to be corrected. JG suggested to Maureen that we start a formal list of this example and any other suggested changes or edits. This will enable the Commission to review and provide input or feedback.

ix. Stroll and Scroll
- Maureen sent ideas for this via email.

x. Bloomberg Connects
- Mary shared information about how Louisville Historical Museum is using Bloomberg Connects. It could be a powerful tool for us if we want to consider it.

b. Upcoming Events

i. Second grade field trips
- Superior Elementary: September 25, 9:30 - 11:30 a.m.
    a. Available: Jill, Susan, Karen, Wally, Larry, JG as needed, Nancy will come if she can.
- Eldorado K-8: Thursday, October 16, 9:30 – 11:30 a.m.
    a. Jill, Mary, Susan, Larry, JG as needed, possibly Scott.
- SHC volunteers should arrive by 9:00 or so

ii. October 4, open museums, 10 a.m. - 2 p.m.

iii. October 10, work session, 10 a.m.

All hands-on deck if possible so we can confer on missing/mystery items.

iv. October 15, Annual Fall Program
- JG is working with town staff to determine best location for Healing Bus in the SCC parking lot and to plan for signage out front to drive interest.
- Dalton will introduce the Right Relations speaker.

5. Staff Updates
   i. Q3 Budget report
      - JG put forth a reminder that the annual budget and donations do not roll over into next year.
   ii. SHC end of year stats
      - JG will send an email requesting SHC volunteer hours outside of general meetings, plus projects and accomplishment highlights.
   iii. Basement utility sink at Asti
      - JG got multiple bids and have approval to have one installed in the basement closet.
   iv. Barn maintenance
      - This is ongoing and we have a regular schedule.
   v. Future miner memorial design meeting with artist
      - This will happen via Zoom as previously discussed.
   vi. Privy painting
      - Work getting done this week, then shingles would be added, then the painting will be done. We may need to do it. Questers is donating $200 towards the paint.

6. Other
   a. JG: Videographer who documented the historical town walk has been working on editing. She may ask Larry to review some of the creative AI edits that were added into the video.
   b. Larry: let's consider something we might do next year to recognize "150/250," or the anniversaries of Colorado statehood and US.
   c. Heather: Town Council approved project for senior affordable housing in Downtown Superior. The project is called Kite Route Crossing and they will have some common interior area that could have some space for historical plaques/signage. When that time comes, SHC should be involved in providing input.

7. Adjourn
   Motion to adjourn made by Wally, Jill seconded. Meeting adjourned.

   Next meeting: Friday, October 17, 2025, at the Superior Community Center

ITEM 5c

Information for Meeting of the Superior Town Council

Agenda Item Name:	**Resolution – Approving Agreement with Olson Lawn Care, LLC for Vegetative Fuels Reduction Services for FEMA Hazard Mitigation Grant Program (HMGP)**
Meeting Date:	**October 13, 2025**
Presented by:	**Allison James, Disaster Preparedness and Recovery Manager** **Jordan Hayes, Project Manager** **Brooke Badon, Grants Administrator** **Brandon Olson, Olson Outdoors, LLC**
Presented for:	**Action**

BACKGROUND

The Town of Superior experienced the tragic Marshall Fire in December of 2021, destroying and damaging homes, businesses, public facilities, and infrastructure. Following the fire, the Town worked with Federal, State and local groups to identify wildfire hazard mitigation efforts, including reducing vegetative fuel on Town properties. To support these efforts, the Town applied for a three-year funding package through the FEMA Hazard Mitigation Grant Program (HMGP) and received approval for Year One funding. Project areas and specific fuel reduction activities were identified, reviewed, and approved under the HMGP. The Town solicited proposals from qualified and experienced vendors to carry out the approved scope of work. After receiving five proposals and conducting interviews with the top three candidates, the Town selected Olson Outdoors, LLC as the recommended vendor to implement the fuel reduction projects.

The selected vendor will be responsible for carrying out vegetative fuel reduction activities during the grant period of performance from 2025 through June 2026. The Town reserves the option to renew the agreement for up to two additional one-year terms. Fuel reduction activities include mowing, brush removal, tree limbing and removal, chipping, weed mitigation (via herbicide application and mechanical pulling) soil preparation, and re-seeding with native seed. See attached HMGP Map 2025 for designated project locations.

BUDGET IMPLICATIONS

This agreement is based on time, material, and acreage rates for work conducted. The current estimations for contracted work for Year One of HMGP is $300,000. The not-to-exceed amount for fuels reduction in year one of the grant is $731,130. The local match that the Town is obligated to cover is 17.4%. This is a reimbursable grant program, and the Town will pay the full contract amount to the vendor and then submit for FEMA reimbursement. The Town funding is located in the Open Space Fuels Mitigation Budget.

Project Year	FEMA HMGP Approved Annual Fee for Vegetative Fuel Reduction Services	FEMA HMGP Reimbursement	Available Town Budget 71-471-6913	Town Portion of HMGP Vegetative Fuel Reduction
2025	731,130.00	603,913.38	626,858.50	127,216.62

RECOMMENDED ACTION

Approval of a agreement with Olson Outdoors, LLC for the provision of Vegetative Fuel Reduction services according to the approved FEMA Hazard Mitigation Grant Program.

MOTION

Move to adopt a resolution approving an agreement with Olson Outdoors, LLC for the provision of Vegetative Fuel Reduction services.

ATTACHMENTS

1. Resolution
2. Agreement
3. HMGP Map 2025
4. Olson Outdoors, LLC Proposal

Town of Superior
Resolution Number R-74
Series 2025

A Resolution of the Town Council of the Town of Superior approving a Professional Services Agreement with Olsen Lawncare, LLC, for vegetative fuels mitigation services.

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

Whereas, the Town received grant funding through the FEMA Hazard Mitigation Grant Program to address wildfire mitigation efforts throughout Town; and

Whereas, a portion of the grant funding will be utilized in support of vegetative fuel loads reduction including mowing, brush removal, limbing of trees, chipping, weed mitigation, soil preparation and reseeding on Town properties.

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 Olsen Lawncare, LLC, 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 13th day of October, 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 Olson Lawn Care, LLC an independent contractor with a principal place of business at 7700 West 120th Ave, Broomfield, CO 80020 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

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

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

I. SCOPE OF SERVICES

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

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

II. TERM AND TERMINATION

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

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

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor monthly and as provided for in **Exhibit B**, attached hereto and incorporated herein by this reference, in an amount not to exceed $731,130.00. In no event shall total compensation paid to Consultant exceed $731,130.00.

IV. PROFESSIONAL RESPONSIBILITY

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

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

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

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

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

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

V. OWNERSHIP

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

VI. INDEPENDENT CONTRACTOR

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

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

VII. INSURANCE

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

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

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

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

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

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

VIII. INDEMNIFICATION

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

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

IX. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

X. FEDERAL PROVISIONS

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

B. *Equal Employment Opportunity*.

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

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

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

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

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

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

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

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

1. Minimum Wages.

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

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

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

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

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

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

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

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

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

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

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

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

7. Payrolls and basic records.

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

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

b. Submittals.

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

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

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

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

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

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

8. Apprentices and trainees.

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

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

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

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

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

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

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

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

13. Certification of eligibility.

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

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

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

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

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

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

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

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

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

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

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

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

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

H. *Debarment and Suspension*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

P. *Housing and Community Development Act*.

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

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

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

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

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

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

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

TOWN OF SUPERIOR, COLORADO

_____

Mark Lacis, Mayor

ATTEST:

_____

Shannon Dujardin, Town Clerk

CONTRACTOR

By: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

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

My commission expires:

(S E A L)

_____

Notary Public

EXHIBIT A

SCOPE OF SERVICES

Contractor's Duties

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

1. Mowing, brush removal, limbing of trees, tree removal, chipping, weed mitigation (herbicide application and mechanical pulling) soil preparation and re-seeding with native seed on the following Town open space and right-of-way properties:

Town of Superior HMGP Vegetative Fuel Reduction		
Project Areas	**Parcel Name**	**Acres**
A	Madson Open Space	1.58
B	Arsenault Open Space	15.17
C	Coal Creek Crossing Open Space	17.92
D	Town 15	15.09
E	Coyote Ridge Open Space	284.79
F	Community Park (1 and 2)	64.49
G	Riverbend Park	7.86
H	Bowes Pond Natural Area	9.22
J	Fire Station Park	20.71
L	Sagamore Right-of-Way	6.6
M	McCaslin Blvd Right-of-Way	15.87
X	Tract H	16.74

2. Work cooperatively with Town staff and Project Manager to carry out, and track/document progress on, the identified and approved wildfire vegetative fuel reduction services for each property.

3. Sustainability practices are encouraged, including use of non-fossil fuels (electrified equipment), and the sustainable disposal of wildfire fuels that are removed. Vendor shall not use glyphosate. Vendor must comply with State Regulation 29 regarding restrictions on the use of small hand-held lawn and garden equipment to reduce air pollution emissions that form ground-level ozone.

4. Provide all needed traffic control and safety measures.

5. Provide all equipment necessary to successfully mow, remove brush, tree limbs, and trees, apply herbicide and provide mechanical weed removal, prepare soils, reseed, and address erosion control. The Town may cover rental costs or hourly equipment rates—such as for a wood chipper, dump trailers, or dumpsters—if needed and align with the approved grant award and budget.

6. Post approved contact information on-site to field immediate questions or concerns from the general public with regarding the project. Vendor shall submit proposed public communication/ information to Town staff for approval and notify Town staff of the frequency of such communications.

7. Notify Town staff of any issues hindering the project's success, including, but not limited to, access concerns, extreme weather incidents, vandalism or other negative public interactions, and wildlife disturbances.

8. All equipment and staging materials shall be removed immediately upon completion of work. Any long-term staging or storage equipment must be coordinated in advance and approved by Town staff.

Contractor's Deliverables

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

- Provide as needed project status reports and updates. Project tracking, documentation and reporting must be compliant with FEMA HMGP. Annual reporting to the Town Council may be required.

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

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

- Provide monthly invoices for work completed. Invoicing must be compliant with FEMA HMGP.

EXHIBIT B

COMPENSATION

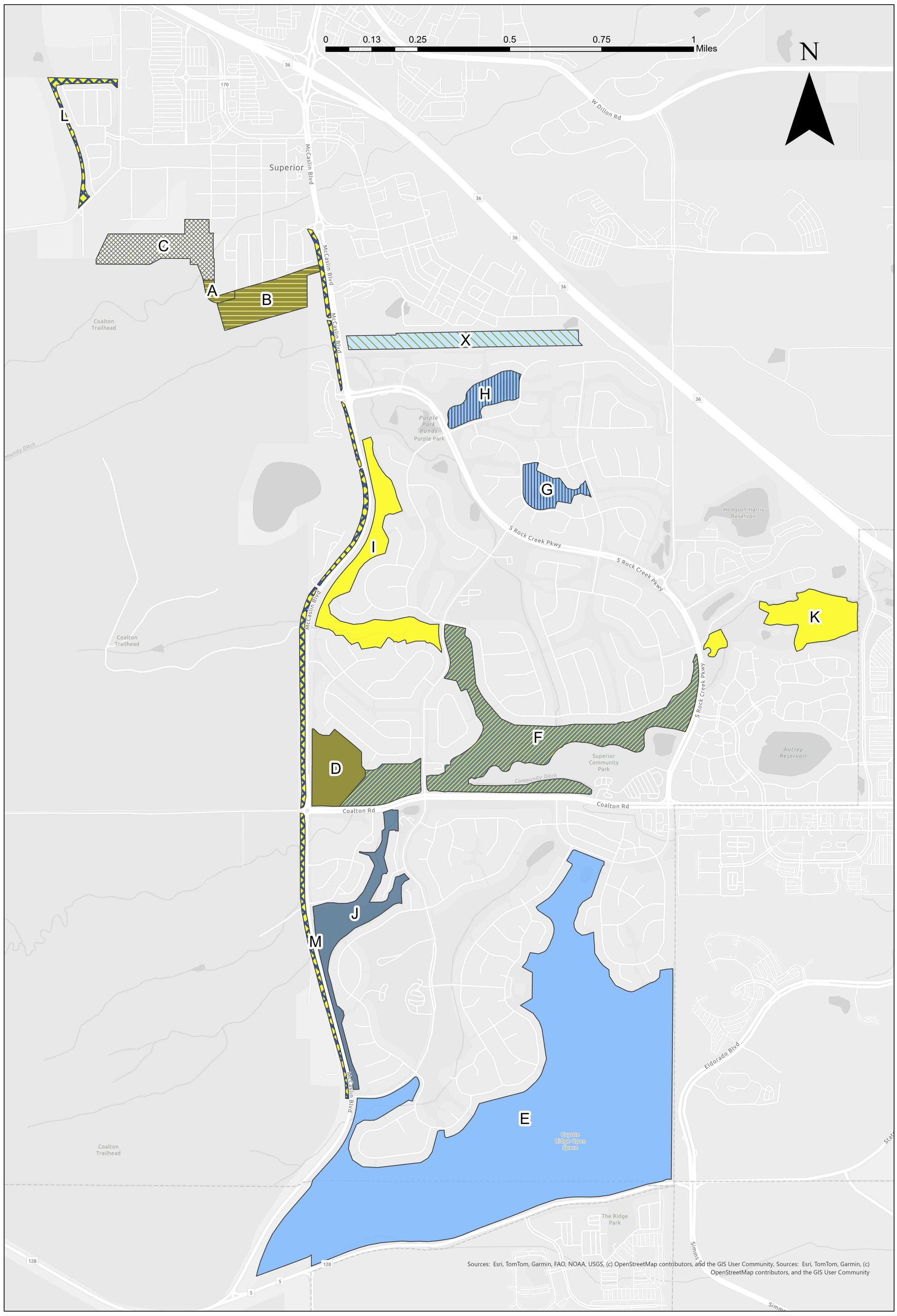
For the Scope of Services as set forth in **Exhibit A**, the Town shall pay Consultant in monthly installments as work is completed. Consultant shall submit monthly invoices to the Town in conjunction with a monthly status report.

- This agreement for services extends through June 2026 and may be renewed for up to two consecutive years
- Annual invoicing may not exceed $731,139.00

FEMA HMGP Project Areas and Activities

Maintenance Responsibilities Over a 3-Year Period

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



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

Town of Superior℠

Item Number 5d

Information for Meeting of the Superior Town Council

Agenda Item Name:	**Resolution – Approving an Agreement with JR Engineering for the Marshall/McCaslin Intersection Improvements Project Design**
Meeting Date:	**October 13, 2025**
Presented by:	**Christine Katz, PWU Civil Engineer**
Presented for:	**Action**

BACKGROUND

The 2025 and 2026 Superior McCaslin Interchange Metropolitan District (SMID) Capital Improvements Budget includes funds for the design and construction of the Marshall Road and McCaslin Blvd Intersection Improvements Project. This project includes adding a dedicated eastbound through lane on Marshall Road at the intersection with McCaslin Boulevard.

Currently, eastbound traffic on Marshal Road has two (2) dedicated left turn lanes, one (1) left/through lane, and one (1) dedicated right turn lane at the McCaslin Blvd intersection. With the expansion of Downtown Superior, traffic engineering studies expect a higher number of trips eastbound on Marshall Road and indicate that a dedicated through lane needs to be added to maintain the current level of service. Appendix A.2 in attachment 3 (Preliminary Engineering Report) includes drawings of the proposed improvements.

This project will also remove the crosswalk on the north side of the intersection along Marshall Road crossing McCaslin Blvd. When this ped crossing is activated, the length of time allowed for crossing is longer than the standard Marshall Road Westbound through and left turn cycle. This disrupts the standard flow of traffic with the designed timing of the lights and can take two to three additional traffic signal cycles to return to standard timing sequence. This project will modify the intersection, moving the pedestrian crossing to the south end of the intersection where the crossing time is under the allotted time for left turns from eastbound Marshall Road toward Hwy 36. This change will improve traffic signal operations at the intersection and help prevent backups for eastbound Marshall Road drivers. This will also improve pedestrian and bicyclist safety, by allowing more crossing time for these users and enhancing the crossing on the south side of the intersection.

The Town contracted with RockSol Engineering Group to create a preliminary design, cost estimate, and grant application for the Economic Development Administration's (EDA) Fiscal Year 2023 EDA Disaster Supplemental funding. This grant was awarded to the Town in 2025. Boulder County will also provide funds for this project as part of the transportation sales tax fund.

SELECTION PROCESS

JR Engineering submitted a qualifications-based proposal in response to the Town's Request for Proposals (RFP) for this project that was posted on BidNet and the Town's website. The Town received two qualifications proposals with fee proposals in separate sealed envelopes, one from JR Engineering and one from EGIS Consulting. Staff reviewed the qualifications and determined JR Engineering to be the most qualified firm to design this project. Once that selection was made, Staff opened the fee proposal and found the fee to be acceptable. Therefore, staff recommendation is to award the design phase of the project to JR Engineering.

TRAFFIC IMPLICATIONS

JR Engineering understands the importance of this intersection as the Town's vital access point to the Marketplace. As part of design, they will create phasing plans to keep the intersection as open as possible. Their proposal states:

> *"Maintaining safe and efficient traffic operations during both construction and final configuration is a critical design consideration. JR will develop phasing plans that balance construction efficiency with access needs, ensuring minimal disruption to commuters, local businesses, pedestrians, and cyclists."*

JR Engineering also understands the importance of the alignment of lanes to keep clarity in the intersection. They have ideas to make the preliminary design better and the overall intersection safer and more efficient. Their proposal states:

> *"The added through lane will be integrated with signal timing, lane transitions, and multimodal movements to improve safety and overall intersection performance. JR will also recommend design solutions to assist with the thru lane alignment issues as currently conveyed in the conceptual design. These recommendations will help reduce crashes and enhance the safety of the modified intersection."*

SCHEDULE

Design of the Marshall Road/ McCaslin Boulevard Intersection Improvements Project will begin immediately following Council approval. The design is scheduled to be complete and ready for bid in May 2026, with construction scheduled for June-Sept 2026.

BUDGET IMPLICATIONS

JR Engineering design fee for the professional service agreement is $132,860.00.

The total project costs for design, construction management, grant management, and construction are estimated to be $1,561,172.25. The Economic Development Administration (EDA) grant will fund 80% of the project up to $1,248,937.80. The remaining 20% Town match is

$312,234.45. Boulder County will contribute $100,000 to the project in 2026 as part of the transportation sales tax fund that will apply to the Town's match. Therefore, the Town's estimated cost for this project is estimated to be $212,234.45.

2026 Budget Breakdown – McCaslin/Marshall Intersection Project

Project	Year	2026 Budget	Design Fee	Grant Funding	Town Match
Marshall/McCaslin	2025-26	$1,561,172.25	$132,860.00	$1,348,937.80*	$212,234.45

*Includes $100,000 in Boulder County funding

The preliminary construction estimate of $1,190,858.70 with an added 6% contingency was provided as part of the preliminary design phase. JR Engineering wrote in their proposal that they will carefully manage design decisions to avoid overruns. They will "provide cost estimates at each design milestone, perform value engineering reviews, and track scope carefully to ensure the final bid aligns with funding. This approach will reduce the risk of late-stage scope reductions or redesigns."

RECOMMENDATION

Based on the qualification proposals received and reviewed, staff recommends awarding the design phase of the project to JR Engineering in the amount of $132,860.00.

MOTION

Move to adopt a Resolution approving an Agreement with JR Engineering for the design of the Marshall Road/ McCaslin Intersection Improvements Project in the amount of $132,860.00.

ATTACHMENTS

- Attachment 1 - Resolution
- Attachment 2 – Professional Services Agreement
    - Includes the Fee Proposal for Design
- Attachment 3 – Preliminary Engineering Report (from EDA Grant Application)

Town of Superior
Resolution Number R-75
Series 2025

A Resolution of the Town Council of the Town of Superior approving a Professional Services Agreement with JR Engineering for the design of the Marshall-McCaslin Intersection Improvements Project

Whereas, the Town desires to implement intersection improvements to support existing and future businesses by providing ease of access to current and future business location, improving traffic flow, and increasing resiliency and safety to the Marshall Road-McCaslin Boulevard intersection; and

Whereas, the Town Council finds it in the best interest of the public health, safety and welfare of the Town to enter into a Professional Services Agreement with JR Engineering to design the Marshall-McCaslin Intersection Improvements Project.

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 JR Engineering 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 13th day of October, 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 13th day of October, 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 JR Engineering, an independent contractor with a principal place of business at 7200 South Alton Way, Suite C400, Centennial, CO 80112 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

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

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

I. SCOPE OF SERVICES

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

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

II. TERM AND TERMINATION

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

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

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor $132,860. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses.

Contractor shall not be paid until the Scope of Services is completed to the satisfaction of the Town.

IV. PROFESSIONAL RESPONSIBILITY

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

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

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

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

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

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by

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

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

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

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

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

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

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

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

VIII. INDEMNIFICATION

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

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

IX. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

XI. FEDERAL PROVISIONS

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

B. *Equal Employment Opportunity*.

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

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

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

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

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

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

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

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

1. Minimum Wages.

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

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

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

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

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

c. If Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and Contractor agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by Contractor to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. T he Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise Contractor, or notify Contractor that additional time is necessary.

2. If Contractor and the laborers or mechanics to be employed in the classification or their representatives do not agree on the proposed classification and wage rate (including

the amount designated for fringe benefits, where appropriate), Contractor shall refer the questions, including the views of all interested parties and the recommendation of Contractor, to the Administrator for determination. The Administrator or an authorized representative will issue a determination within 30 days of receipt and so advise Contractor or will notify Contractor that additional time is necessary.

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

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

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

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

7. Payrolls and basic records.

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

anticipated in providing benefits under a plan or program described in § 1(b)(2)(B) of the Davis-Bacon Act, Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. If Contractor employs apprentices or trainees under approved programs, Contractor shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. Submittals.

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

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

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

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

c. Contractor or subcontractor shall make the records required by this section on available for inspection, copying, or transcription by authorized representatives of the federal funding agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

8. Apprentices and trainees.

a. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid

in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, Contractor shall no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

13. Certification of eligibility.

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

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

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

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

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

2. In the event of any violation of the clause set forth in subsection (1) hereof, Contractor and any subcontractor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subsection (1) hereof, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of required overtime wages required.

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

4. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Section and also a clause requiring the subcontractors to include these clauses in any

lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with this Section.

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

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

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

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

H. *Debarment and Suspension*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

P. *Housing and Community Development Act.*

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

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

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

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

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

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

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

TOWN OF SUPERIOR, COLORADO

_____
Mark Lacis, Mayor

ATTEST:

_____
Shannon Dujardin, Town Clerk

CONTRACTOR

By: Daren A. Sterling [redacted]

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 1st day of October, 2025, by Daren Sterling as Client Manager of JR Engineering.

My commission expires: 5/12/2026
E-Notary DANS: 20224019274-342146
(S E A L)

_____
Notary Public

EXHIBIT A
SCOPE OF SERVICES

During the term of this Agreement, JR Engineering shall perform the duties listed on the fee proposal attached, as directed by the Town.



FEE PROPOSAL

SEPTEMBER 19, 2025

MARSHALL MCCASLIN INTERSECTION - ADDED THROUGH LANE

PREPARED BY

Town of Superior
Gateway to Boulder Valley

J·R ENGINEERING

CIVIL ENGINEERING & PLANNING · CONSTRUCTION SERVICES
LANDSCAPE ARCHITECTURE · SURVEYING · TRANSPORTATION · WATER RESOURCES

SERVICE • EXPERTISE • QUALITY

J·R ENGINEERING

Fee Schedule & Resource Allocation
Town of Superior
Marshall McCaslin Intersection- Added Through Lane
Superior Project No. PW2025-10

TASKS	WORK ITEM	Manager / Group Lead	Project Lead	Project Engineer/ Surveyor	Engineer/ Surveyor	SUE Locating Crew (1 Person)	Two-Man Field Survey	Sub-Consultant	Direct Expense	Totals
		$200	$175	$155	$140	$165	$190	L.S.	L.S.	
	Project Management									**$14,400**
100	Project Management									$14,400
101	Attend On-site Kickoff and Scoping Meeting with Town + Agenda and Minutes	6.0	4.0							$1,900
102	Attend Monthly Progress Meetings with Town (4 Meetings)(Virtually)	16.0	4.0							$3,900
103	Attend 60% Review Meeting with Town + Agenda and Minutes	6.0	4.0							$1,900
104	Attend 90% Review Meeting with Town + Agenda and Minutes	6.0	4.0							$1,900
105	Project Management (Assumed 1 Hour Per Week for 6 months)	24.0								$4,800
	Data Collection									**$27,285**
200	Engineering Research and Survey									$27,285
201	Collect Available Data	0.5	2.0		2.0					$730
202	Prepare Exhibits and Coordinate Field Work	0.5	2.0		6.0					$1,290
203	Prepare Boundary, Survey Control + Property Research	0.5	2.0	4.0			6.0			$2,210
204	Meetings with Utility Companies and Coordination	4.0	6.0		4.0					$2,410
205	Perform Topographic and Planimetric Survey		2.0	4.0			16.0		$1,500	$5,510
206	Conduct SUE Investigation - QL-B	2.0	6.0			16.0				$4,090
207	Prepare Base Map	0.5	2.0		8.0					$1,570
208	Prepare QL-B SUE Plans	2.0	6.0		20.0					$4,250
209	Geotechnical Investigation and Report (AG Wassenaar)							$5,225		$5,225
	Preliminary Design									**$46,515**
300	60% Plans and Cost Estimate									$46,515
301	Finalize Horizontal and Vertical Design	2.0	20.0	6.0						$4,830
302	Prepare Cover Sheet and Standard Plans List				2.0					$280
303	Prepare General Construction Notes				2.0					$280
304	Prepare Roadway Typical Sections	0.5	2.0		8.0					$1,570
305	Prepare Tabulations of Quantities and SAQ	1.0	6.0		12.0					$2,930
306	Prepare Survey Control Diagram and Survey Tabulation		0.5		4.0					$648
307	Prepare Demolition and Utility Plans	1.0	2.0		12.0					$2,230
308	Prepare Signing and Striping Plans	0.5	2.0		12.0					$2,130
309	Prepare Traffic Signal Modification Plans	0.5	2.0		8.0					$1,570
310	Prepare Landscaping Plans	0.5	2.0		8.0					$1,570
311	Prepare Roadway Plan and Profiles	1.0	4.0		16.0					$3,140
312	Prepare Intersection and Curb Ramp Grading Plans	1.0	4.0		12.0					$2,580
313	Prepare Details		0.5		4.0					$648
314	Prepare Erosion and Sediment Control Plans & SWMP	1.0	2.0		16.0					$2,790
315	Prepare Initial Traffic Control and Phasing Plans	4.0	8.0		20.0					$5,000
316	Hydrologic Analysis of Storm Sewer System	0.5	6.0		8.0					$2,270
317	Hydraulic Analysis/Modeling of Storm Sewer System	0.5	4.0		8.0					$1,920
318	Prepare Storm Sewer Plan & Profiles, Details	1.0	6.0		16.0					$3,490
319	Prepare Preliminary Drainage Report	2.0	8.0		6.0					$2,640
320	Prepare (60%) Specifications	2.0	8.0							$1,800
321	Prepare (60%) Cost Estimate	0.5	4.0		10.0					$2,200
	Final Design									**$33,560**
400	90% Plans and Cost Estimate									$22,040
401	Address 60% Comments and Prepare 90% Plans	8.0	24.0		80.0					$17,000
402	Prepare Final Drainage Report	1.0	4.0		8.0					$2,020
403	Prepare (90%) Specifications	2.0	6.0							$1,450
404	Prepare (90%) Cost Estimate	0.5	2.0		8.0					$1,570
500	100% Plans and Cost Estimate									$11,520
501	Address 90% Comments and Prepare 100% Plans	4.0	16.0		40.0					$9,200
502	Prepare (100%) Specifications	2.0	2.0							$750
503	Prepare (100%) Cost Estimate	0.5	2.0		8.0					$1,570
	DESIGN TOTAL:	106	191	14	368	16	22	$5,225	$1,500	$121,760
1000	Optional Scope									
1001	Subsurface Utility Engineering (QL-A Test Holes + Report) (Cost per Test Hole)				4.0			$1,500		$2,060
1002	Legal Descriptions (Cost Per Legal)								$800	$800

Professional Office Personnel	Hourly Rate
Clerical	$90
Design Engineer | Designer | Surveyor	$140
Project Engineer | Project Designer | Project Surveyor	$155
Project Lead Engineer | Project Lead Designer | Project Lead Surveyor	$175
Project Manager | Client Manager	$200
Technical Manager/Director	$215
Principal	$250
Expert Witness	$350

Professional Field Services Personnel	Hourly Rate
Construction Engineer	$140
Project Construction Engineer	$155
Project Construction Lead | Project Field Survey Lead	$165
Project Construction Manager | Project Field Survey Manager	$180
Survey Crew (1 Person)	$140
Survey Crew (2 Person)	$190
Drone Survey (1 Person)	$250
SUE Locating Crew (1 Person)	$165
SUE Locating Crew (2 Person)	$215

Reimbursable Expenses	
Subconsultants	Cost Plus 10%
Mileage	$0.70/ mile

Effective January 1, 2025

Preliminary Engineering Report for Marshall Road & McCaslin Boulevard Improvements

Town of Superior
124 E Coal Creek Dr., Superior, CO 80027
Christine Katz, PE
Public Works & Utilities Engineer

September 16, 2024

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Preliminary Engineering Report

The purpose of this report is to provide the requested background information necessary for review of our construction assistance application. This information includes a description of project components, a statement verifying that the project components described in the engineering report are consistent with the EDA investment project description, drawings that show the general layout and description of existing site conditions and project components, a construct-ability analysis, a discussion of the project delivery method, the number of construction contracts anticipated, a detailed construction cost estimate, information related to property acquisition, a list of permits anticipated and their current status, an estimated project schedule, an overall project budget and budget narrative.

C.1 Project Description

The Town of Superior is applying for funding to procure a design consultant and contractor to design and implement intersection improvements to support existing and future businesses by providing ease of access to current and future business locations and improving traffic flow and increasing resiliency and safety to the intersection.

The intersection of Marshall Road and McCaslin Boulevard is located in an area of concentrated existing retail businesses. The intersection has two dedicated left turn lanes, one combined left turn/through lane and one right turn lane. The Town is proposing to improve the intersection by adding a 12' lane to have three dedicated left turn lanes to move heavy traffic turning left to access State Highway 36 and to access nearby City of Louisville. The additional lane will also create a dedicated through lane to businesses on to the east of the intersection and on to their developing downtown area to the southeast.

Section C.7 contains a full anticipated construction budget with breakdown of anticipated construction items and their quantities.

C.2 Verification Statement

All project components described in this engineering report are consistent with the EDA investment project description provided in Section B.2 of Form ED-900, and are specific to this project.

C.3 Drawings

Drawings showing the general layout and location of the existing site conditions and the proposed improvements are included in Appendix A.2. Dimensions and quantities for major project components are shown and labeled on the drawings, and all project components are clearly identified.

C.4 Feasibility Analysis

A feasibility analysis of the project was prepared to determine the risk associated with the project and to identify measures that will need to be taken to ensure the project is successful.

C.4.1 Review/Permitting

The required permits and clearance for construction of this project are covered later in Section C.9. The anticipated permits and clearances will not affect the feasibility of the completion of the project, and have been taken into account in the project schedule.

C.4.2 Budget

The Engineer's Estimate prepared for the work anticipated in the preliminary engineering report was derived using prices from similar work in the area in the past few years. The costs were also compared against the Colorado Department of Transportation's (CDOT's) Item Cost Book for 2024 to confirm costs fall within the industry standards. A 5% contingency was added to account for inflation of cost data from the time of the grant application to the time of construction.

C.4.3 Alternatives Analysis

The Town of Superior evaluated multiple new configurations before deciding the preferred final layout of the intersection. These included widening to the south, widening into the median to the north, and a combination of widening in both directions.

C.4.3.1 Widening to the South

Widening to the south was evaluated as it separated the shared use lane and allowed for the construction of a pedestrian refuge island that would address improving safety for vulnerable road users at the intersection. This option was eliminated as it would create a lateral offset through the intersection that could create discomfort for the roadway users, major utility impacts that would require relocation of storm sewer as well as signal infrastructure, and would have ROW impacts that would require the Town to acquire ROW on the southwest corner of the intersection. In addition, it likely would not increase the capacity or efficiency of the existing intersection.

C.4.3.2 Widening to the North

Widening into the existing raised median to the north was a better option, but was ultimately eliminated. This option minimized utility impacts and relocations that would have to occur prior to construction, removed the lateral offset for vehicles as they moved through the intersection, improves the intersection functionality as it removes overlapping opposing left turns, and does not impact the existing ROW. However, it would require signal modifications to meet engineering standards and did not provide safety improvements for vulnerable road users.

C.4.3.3 Widening in Both Directions

A combination of the two options was also evaluated. This included widening north into the existing raised median and rebuilding the southwest corner to improve the corner radius and create a pedestrian refuge island to shorten the

length of the crossing in both directions for vulnerable road users. This option had all the benefits of the previous widening into the median option with the additional safety improvements for vulnerable road users, with the additional limitation of requiring more extensive signal modifications.

C.5 Method of Construction

The Town of Superior intends to deliver this project using the traditional design-bid-build (DBB) method. CDOT and the Town support the DBB delivery method and have standard format and contracts that can be used. Construction procurement will be accomplished through a competitive bid process. No portion of the the proposed work will be self-performed by the Town.

C.6 Construction Contracts Anticipated

It is anticipated that all construction proposed in this application will be completed in one construction project with phased construction, with one contract issued to the general contractor selected through an invitation to bid.

C.7 Construction Cost Estimate

A current detailed construction cost estimate for each of the project components, showing quantities, unit prices, and total costs is included below in Table 1 below.

Table 1: Engineer's Estimate

Item Number	Item	Unit	Quantity	Unit Price	Cost
201-00000	Clearing and Grubbing	LS	1	$25,000.00	$25,000.00
202-00010	Removal of Tree	EA	21	$1,300.00	$27,300.00
202-00031	Removal of Fire Hydrant	EA	1	$15,000.00	$15,000.00
202-00195	Removal of Median Cover	SY	641	$40.00	$25,640.00
202-00200	Removal of Sidewalk	SY	187	$35.00	$6,545.00
202-00203	Removal of Curb and Gutter	LF	2,344	$20.00	$46,880.00
202-00220	Removal of Asphalt Mat	SY	153	$15.00	$2,295.00
202-00250	Removal of Pavement Marking	SF	1,395	$6.00	$8,370.00
203-00010	Unclassified Excavation (Complete In Place)	CY	113	$35.00	$3,955.00
203-01100	Proof Rolling	HOUR	10	$200.00	$2,000.00
203-01500	Blading	HOUR	10	$200.00	$2,000.00
203-01550	Dozing	HOUR	10	$275.00	$2,750.00
203-01597	Potholing	HOUR	24	$400.00	$9,600.00
207-00205	Topsoil	CY	10	$65.00	$650.00
208-00002	Erosion Log Type 1 (12 Inch)	LF	400	$7.00	$2,800.00
208-00035	Aggregate Bag	LF	400	$10.00	$4,000.00
208-00046	Pre-Fabricated Concrete Washout Structure (Type I)	EA	1	$3,200.00	$3,200.00
208-00053	Storm Drain Inlet Protection (Type I) (84 Inch)	EA	2	$225.00	$450.00
208-00075	Pre-fabricated Vehicle Tracking Pad	EA	1	$3,500.00	$3,500.00

208-00103	Removal and Disposal of Sediment (Labor)	HOUR	10	$80.00	$800.00
208-00105	Removal and Disposal of Sediment (Equipment)	HOUR	20	$155.00	$3,100.00
208-00106	Sweeping (Sediment Removal)	HOUR	20	$215.00	$4,300.00
208-00107	Removal of Trash	HOUR	10	$150.00	$1,500.00
208-00207	Erosion Control Management (ECM)	LS	1	$10,000.00	$10,000.00
210-00810	Reset Ground Sign	EA	1	$600.00	$600.00
210-00815	Reset Sign Panel	EA	2	$375.00	$750.00
210-00848	Reset Traffic Signal Controller and Cabinet	EA	1	$7,000.00	$7,000.00
210-01710	Reset Valve	EA	2	$1,000.00	$2,000.00
212-00006	Seeding (Type I)	ACRE	0.1	$1,700.00	$170.00
212-00032	Soil Conditioning	ACRE	0.1	$7,200.00	$720.00
213-00004	Mulching (Weed Free Straw)	ACRE	0.1	$2,000.00	$200.00
213-00012	Spray-on Mulch Blanket	ACRE	0.1	$6,000.00	$600.00
213-00061	Mulch Tackifier	LB	25	$4.00	$100.00
304-06007	Aggregate Base Course (Class 6)	CY	345	$80.00	$27,600.00
403-33741	Hot Mix Asphalt (Grading S)(75)(PG 64-22)	TON	357	$115.00	$41,055.00
403-34851	Hot Mix Asphalt (Grading SX)(100)(PG 64-28)	TON	179	$135.00	$24,165.00
411-10255	Emulsified Asphalt (Slow Setting)	GAL	141	$5.00	$705.00
412-00600	Concrete Pavement (6 Inch)	SY	48	$200.00	$9,600.00
503-00054	Drilled Shaft (54 Inch)	LF	21	$1,500.00	$31,500.00
504-08255	Masonry Landscape Wall (Dry Stack)	SF	600	$105.00	$63,000.00
607-11525	Fence (Plastic)	LF	400	$7.00	$2,800.00
608-00006	Concrete Sidewalk (6 Inch)	SY	133	$90.00	$11,970.00
608-00010	Concrete Curb Ramp	SY	89	$175.00	$15,575.00
609-21010	Curb and Gutter Type 2 (Section I-B)	LF	855	$40.00	$34,200.00
609-21020	Curb and Gutter Type 2 (Section II-B)	LF	613	$45.00	$27,585.00
610-00026	Median Cover Material (6 Inch Patterned Concrete)	SF	1,804	$20.00	$36,080.00
613-00200	2 Inch Electrical Conduit	LF	81	$50.00	$4,050.00
613-00300	3 Inch Electrical Conduit	LF	162	$55.00	$8,910.00
613-07023	Pull Box (24” x 36” x 24”)	EA	1	$3,000.00	$3,000.00
613-10000	Wiring	LS	1	$10,000.00	$10,000.00
613-13006	15’ Luminaire Arm	EA	2	$1,800.00	$3,600.00
614-00011	Sign Panel (Class 1)	SF	97.75	$45.00	$4,410.00
614-10130	Illuminated Sign	EA	2	$5,000.00	$10,000.00
614-70118	Pedestrian Signal Face (18)	EA	2	$800.00	$1,600.00
614-70336	Traffic Signal Face (12-12-12)	EA	9	$1,200.00	$10,800.00
614-70448	Traffic Signal Face (12-12-12-12)	EA	1	$1,200.00	$1,200.00
614-72860	Pedestrian Push Button	EA	2	$1,000.00	$2,000.00
614-81175	Traffic Signal-Light Pole Steel (1-75 Foot Mast Arm)	EA	1	$60,000.00	$60,000.00
614-83000	Traffic Signal Mast Arm (60 Foot)	EA	1	$50,000.00	$50,000.00
625-00000	Construction Surveying	LS	1	$10,000.00	$10,000.00
626-00000	Mobilization	LS	1	$50,000.00	$50,000.00
626-01104	Public Information Services (Tier IV)	LS	1	$11,000.00	$11,000.00

627-00008	Modified Epoxy Pavement Marking	GAL	4	$500.00	$2,000.00
627-30405	Preformed Thermoplastic Pavement Marking (Word-Symbol)	SF	241	$30.00	$7,215.00
627-30408	Preformed Thermoplastic Pavement Marking (Shield)	SF	378	$30.00	$11,340.00
627-30410	Preformed Thermoplastic Pavement Marking (Xwalk-Stop Line)	SF	424	$25.00	$10,600.00
630-00000	Flagging	HOUR	320	$50.00	$16,000.00
630-00003	Uniformed Traffic Control	HOUR	24	$225.00	$5,400.00
630-00007	Traffic Control Inspection	DAY	60	$375.00	$22,500.00
630-00012	Traffic Control Management	DAY	24	$1,500.00	$36,000.00
630-80341	Construction Traffic Sign (Panel Size A)	EA	14	$120.00	$1,680.00
630-80358	Advance Warning Flashing or Sequencing Arrow Panel (C Type)	EA	2	$2,500.00	$5,000.00
630-80360	Drum Channelizing Device	EA	200	$60.00	$12,000.00
630-80380	Traffic Cone	EA	200	$20.00	$4,000.00
700	F/A Utility Relocations	F A	1	$50,000.00	$50,000.00
				Subtotal:	$973,915
Contingencies					
	Additional scope, unforeseen circumstances, etc.			5.00%	$48,696
	Inflation			5.00%	$48,696
	Subtotal Contingencies			10.00%	$97,392
	TOTAL COST OF CONTRUSTION BID ITEMS				**$1,071,307**

The estimated cost to construct the project includes a 5% contingency on the hard cost of construction to account for added scope, unforeseen conditions, etc., that are typical of roadway projects. Cost inflation is also included for the period of time between June 2024 and 2025 when bids for the project for the project will be received. The total of the detailed construction schedule included below matches the construction line items shown in SF-424C.

C.8 Real Property Acquisition

The existing roadway facility and proposed improvements are fully within the public right-of-way, thus any costs associated with property acquisition are not included in this application.

C.9 List of Required Permits & Clearances

There are several permits and clearances that will be required for the completion of this project. Since this project falls within CDOT's right-of-way, a special use permit will need to be obtained and will have to go through CDOT'd environmental clearances. Due to the identified utility relocations, utility agreements will also need to be in place for the project.

Table 2 below describes the type of permits that will be required and an estimate of when the permit will be obtained.

Table 2: Anticipated Permits & Timing

Permit Type	Timing
CDOT Special Use Permit & required clearances	During completion of C.D.'s
Utility Agreements	Prior to beginning construction

C.10 Overall Estimated Project Schedule

Table 3 provides an established construction schedule for the project proposed in this preliminary engineering report. The table identifies the starting date, end date, and anticipated length of time required for each of the following:

i. Design (Construction Documents)

ii. Clearances and Obtaining Permits

iii. Solicitation of Bids and Award

iv. Construction

The estimated construction schedule assumes a two-month period of time for the Town to hire a design team, following approval of the EDA funds for the proposed project. An additional four months will be needed to complete construction ready documents before being able to bid the project in May of 2025. Some of the required permits and clearances can be started during the design period. The Town estimates a construction period of three to six months to complete the improvements.

Table 3: Estimated Construction Schedule

Task	Start Date	End Date	Duration
Request for Proposal for Design	Sept. 2024	Nov. 2024	2 mo.
Design Period	Nov. 2024	Mar. 2025	4 mo.
Clearances and Obtaining Permits	Jan. 2025	May 2025	4 mo.
Invitation to Bid	May 2025	July 2025	2 mo.
Construction Period	July 2025	Oct. 2025 - Jan. 2026	3 - 6 mo.

C.11 Overall Project Budget Breakdown

Table 4 provided an estimated cost for each "cost classification" line item included in the project budget on Form SF-424C. The table provides a breakdown of the proposed project costs and tasks that are consistent with the details construction cost estimate for the project included in Section C.7 of this report.

The estimated cost to construct the project includes a 5% contingency on the hard cost of construction to account for added scope, unforeseen conditions, etc., that are typical of roadway projects. Cost inflation is also included for the period of time between June 2024 and 2025 when bids for the project for the project will be received. The total of the detailed construction schedule included below matches Line 9 in SF-424C.

As previously discussed the entirety of this project is within the public ROW so there is no costs associated with Lines 2 and 3 in Form SF-424C. Additionally, all work needed to prepare the site for construction is included in the detailed construction estimate so there is no cost associated with Lines 7 and 8.

The construction contractor will be responsible for furnishing all equipment required to complete the construction of this project so there will be no costs associated with line item 10.

A Appendices

A.1 Form SF-424C

Table 4: SF-424C

OMB Number: 4040-0008
Expiration Date: 02/28/2025

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	$ 12.844	$	$ 12.844
2. Land, structures, rights-of-way, appraisals, etc.	$	$	$ 0
3. Relocation expenses and payments	$	$	$ 0
4. Architectural and engineering fees	$ 309.665.55	$	$ 309.665.55
5. Other architectural and engineering fees	$	$	$ 0
6. Project inspection fees	$ 206.443.7	$	$ 206.443.7
7. Site work	$ 16.965	$	$ 16.965
8. Demolition and removal	$ 170.725	$	$ 170.725
9. Construction	$ 796.725	$	$ 796.725
10. Equipment	$	$	$ 0
11. Miscellaneous	$	$	$ 0
12. SUBTOTAL *(sum of lines 1-11)*	$ 1.513.368.25	$ 0	$ 1.513.368.25
13. Contingencies	$ 47.804	$	$ 47.804
14. SUBTOTAL	$ 1.561.172.25	$ 0	$ 1.561.172.25
15. Project (program) income	$	$	$ 0
16. TOTAL PROJECT COSTS *(subtract #15 from #14)*	$ 1.561.172.25	$ 0	$ 1.561.172.25

FEDERAL FUNDING

17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X 80.00 %	$ $1.248.937.80

INSTRUCTIONS FOR THE SF-424C

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0041), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This sheet is to be used for the following types of applications: (1) "New" (means a new [previously unfunded] assistance award); (2) "Continuation" (means funding in a succeeding budget period which stemmed from a prior agreement to fund); and (3) "Revised" (means any changes in the Federal Government's financial obligations or contingent liability from an existing obligation). If there is no change in the award amount, there is no need to complete this form. Certain Federal agencies may require only an explanatory letter to effect minor (no cost) changes. If you have questions, please contact the Federal agency.

Column a. - If this is an application for a "New" project, enter the total estimated cost of each of the items listed on lines 1 through 16 (as applicable) under "COST CLASSIFICATION."

If this application entails a change to an existing award, enter the eligible amounts *approved under the previous award* for the items under "COST CLASSIFICATION."

Column b. - If this is an application for a "New" project, enter that portion of the cost of each item in Column a. which is *not* allowable for Federal assistance. Contact the Federal agency for assistance in determining the allowability of specific costs.

If this application entails a change to an existing award, enter the adjustment [+ or (-)] to the previously approved costs (from column a.) reflected in this application.

Column. - This is the net of lines 1 through 16 in columns "a." and "b."

Line 1 - Enter estimated amounts needed to cover administrative expenses. Do not include costs which are related to the normal functions of government. Allowable legal costs are generally only those associated with the purchases of land which is allowable for Federal participation and certain services in support of construction of the project.

Line 2 - Enter estimated site and right(s)-of-way acquisition costs (this includes purchase, lease, and/or easements).

Line 3 - Enter estimated costs related to relocation advisory assistance, replacement housing, relocation payments to displaced persons and businesses, etc.

Line 4 - Enter estimated basic engineering fees related to construction (this includes start-up services and preparation of project performance work plan).

Line 5 - Enter estimated engineering costs, such as surveys, tests, soil borings, etc.

Line 6 - Enter estimated engineering inspection costs.

Line 7 - Enter estimated costs of site preparation and restoration which are not included in the basic construction contract.

Line 9 - Enter estimated cost of the construction contract.

Line 10 - Enter estimated cost of office, shop, laboratory, safety equipment, etc. to be used at the facility, if such costs are not included in the construction contract.

Line 11 - Enter estimated miscellaneous costs.

Line 12 - Total of items 1 through 11.

Line 13 - Enter estimated contingency costs. (Consult the Federal agency for the percentage of the estimated construction cost to use.)

Line 14 - Enter the total of lines 12 and 13.

Line 15 - Enter estimated program income to be earned during the grant period, e.g., salvaged materials, etc.

Line 16 - Subtract line 15 from line 14.

Line 17 - This block is for the computation of the Federal share. Multiply the total allowable project costs from line 16, column "c." by the Federal percentage share (this may be up to 100 percent; consult Federal agency for Federal percentage share) and enter the product on line 17.

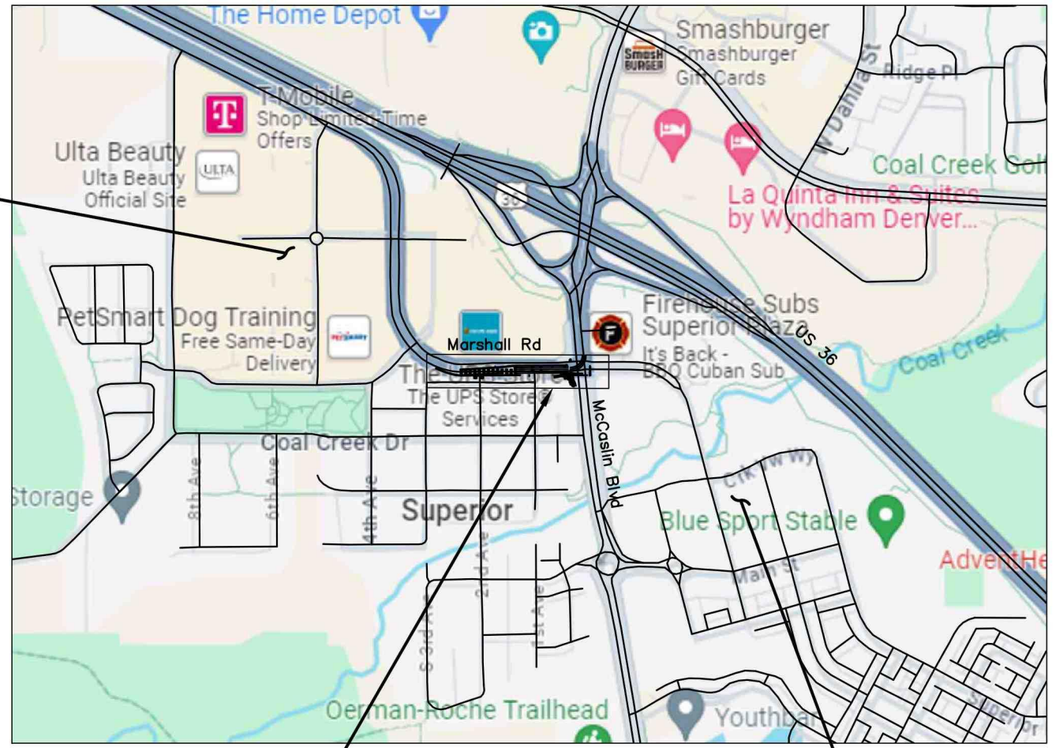
A.2 Plans

TOWN OF SUPERIOR, COLORADO

CONSTRUCTION BID PLANS OF PROPOSED

MARSHALL RD & MCCASLIN BLVD INTERSECTION

BOULDER COUNTY



EXISTING BUSINESSES

PROJECT LOCATION

PROJECT LOCATION MAP

0 500 1000

SCALE IN FEET

DOWNTOWN SUPERIOR AREA

SHEET NO.	INDEX OF SHEETS
1	TITLE SHEET
2	TYPICAL SECTIONS
3	TABULATIONS
4–5	ROADWAY PLANS
6	DETAILS
7	UTILITY PLANS
8	TRAFFIC SIGNAL PLANS
9–10	CONSTRUCTION PHASING

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

Plot Date:9/16/2024 10:09 AM Plotted By: Sarah Hemler
R:\0-PROJECTS\ACTIVE PROJECTS\A360_TOWN OF SUPERIOR EDA GRANT SUPPORT\B00_COMPUTER DESIGN FILES\B02_SHEET FILES\GN-001 TITLE SHEET.DWG

All seals for this set of drawings are applied to the cover page(s)

Print Date: 9/16/2024
File Name: GN-001 TITLE SHEET.DWG
Horiz. Scale: As Noted Vert. Scale: N/A

RockSol Consulting Group, Inc.
12076 Grant Street
Thornton, CO 80241
Ph: (303) 962-9300
Fax: (303) 962-9350

Sheet Revisions

Date:	Comments	Init.

Town of Superior

As Constructed

No Revisions:
Revised:
Void:

MARSHALL RD & MCCASLIN BLVD INTERSECTION TITLE SHEET

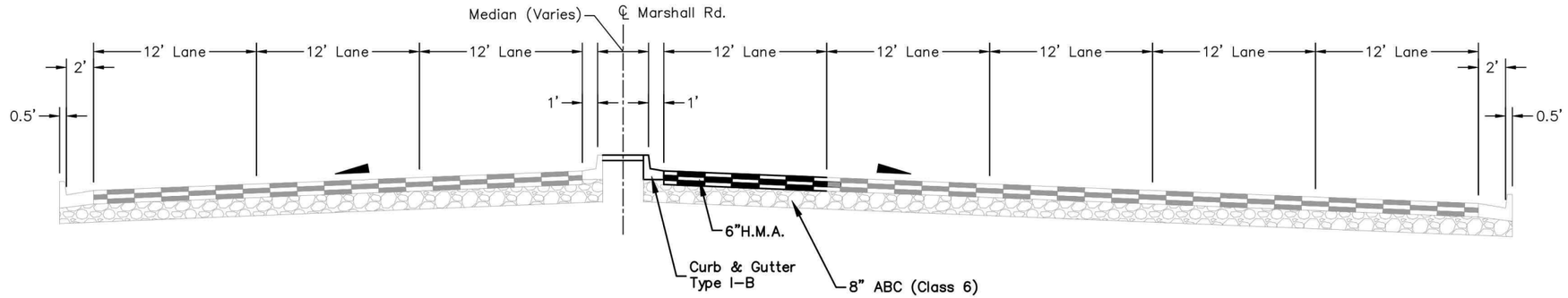
Designer: S. Hemler
Detailer: H. Pugh
Sheet Subset: General
Structure Numbers:
Subset Sheets: 1 of 2

Project No.

STU M415-025

Drawing Number GN-001

Sheet Number



MARSHALL ROAD – TYPICAL SECTION

Know what's **below.**
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Plot Date: 9/16/2024 10:10 AM Plotted By: Sarah Hemler
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Print Date: 9/16/2024
File Name: TYP-001 TYPICAL SECTIONS.DWG
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Fax: (303) 962-9350

Sheet Revisions

Date:	Comments	Init.

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MARSHALL RD & MCCASLIN BLVD INTERSECTION TYPICAL SECTIONS

Designer: S. Hemler
Detailer: H. Pugh
Sheet Subset: Typicals
Structure Numbers:
Subset Sheets: 1 of 1

Project No.
STU M415-025
Drawing Number TYP-001
Sheet Number

TABULATION OF PAVEMENT ITEMS

	HOT MIX ASPHALT PAVING		EMULSIFIED ASPHALT (SLOW-SETTING)	AGGREGATE BASE COURSE (CLASS 6)
	HOT MIX ASPHALT (GRADING SX) (100) (PG 64-28)	HOT MIX ASPHALT (GRADING S) (75) (PG 64-22)		
	TONS	TONS	GAL	CY
NEW PAVED AREAS			141	314
1st Lift	155			
2nd Lift		155		
3rd Lift		155		
SUBTOTALS	155	311	141	314
Irregularities (15%)	23	47		
Irregularities (10%)				31
TOTALS	179	357	141	345

TABULATION OF REMOVALS

PAY ITEM	DESCRIPTION	PAY UNIT	TOTAL QUANTITY	REMARKS
201-00000	Clearing and Grubbing	LS	1	
202-00010	Removal of Tree	EA	21	
202-00031	Removal of Fire Hydrant	EA	1	
202-00195	Removal of Median Cover	SY	641	
202-00200	Removal of Sidewalk	SY	187	
202-00203	Removal of Curb and Gutter	LF	2344	
202-00220	Removal of Apshalt Mat	SY	153	
202-00250	Removal of Pavement Marking	SF	1395	
210-01710	Reset Valve	EA	2	

TABULATION OF CONCRETE ITEMS

CONCRETE SIDEWALK (6 INCH)	CONCRETE CURB RAMP	CURB AND GUTTER TYPE 2 (SECTION I-B)	CURB AND GUTTER TYPE 2 (SECTION II-B)	CONCRETE PAVEMENT (6 INCH)	MEDIAN COVER MATERIAL (6 INCH PATTERNED CONCRETE)	REMARKS
SY	SY	LF	LF	SY	SF	
133	89	855	613	48	1,804	

TABULATION OF SIGNAL ITEMS

PAY ITEM	DESCRIPTION	PAY UNIT	TOTAL QUANTITY	REMARKS
210-00810	Reset Ground Sign	EA	1	
210-00815	Reset Sign Panel	EA	2	
210-00848	Reset Traffic Signal Controller and Cabinet	EA	1	
613-00200	2 Inch Electrical Conduit	LF	81	
613-00300	3 Inch Electrical Conduit	LF	162	
613-07023	Pull Box (24" x 36" x 24")	EA	1	
613-10000	Wiring	LS	1	
613-13006	15' Luminaire Arm	EA	2	
614-00011	Sign Panel (Class I)	SF	97.75	
614-10130	Illuminated Sign	EA	2	
614-70118	Pedestrian Signal Face (18)	EA	2	
614-70336	Traffic Signal Face (12-12-12)	EA	9	
614-70448	Traffic Signal Face (12-12-12-12)	EA	1	
614-72860	Pedestrian Push Button	EA	2	
614-81175	Traffic Signal-Light Pole Steel (1-75 Foot Mast Arm)	EA	1	
614-83000	Traffic Signal Mast Arm Steel (60 Foot)	EA	1	

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MARSHALL RD & MCCASLIN BLVD INTERSECTION
TABULATION OF MAJOR ITEMS

Designer: S. Hemler
Detailer: H. Pugh
Sheet Subset: Tabs
Structure Numbers:
Subset Sheets: 1 of 1

Project No.
STU M415-025
Drawing Number TAB-001
Sheet Number

Plot Date:9/16/2024 10:10 AM Plotted By: Sarah Hemler
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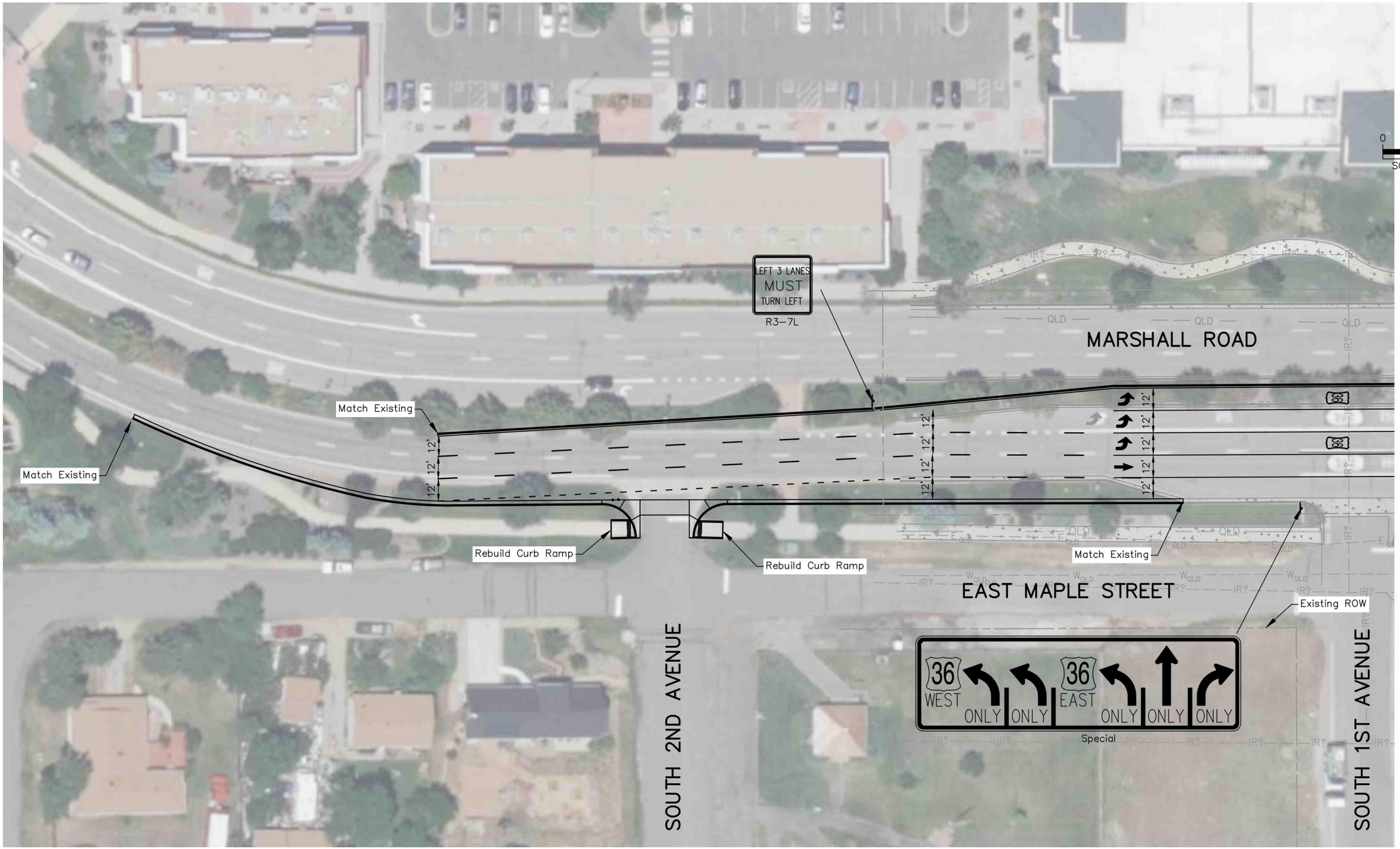

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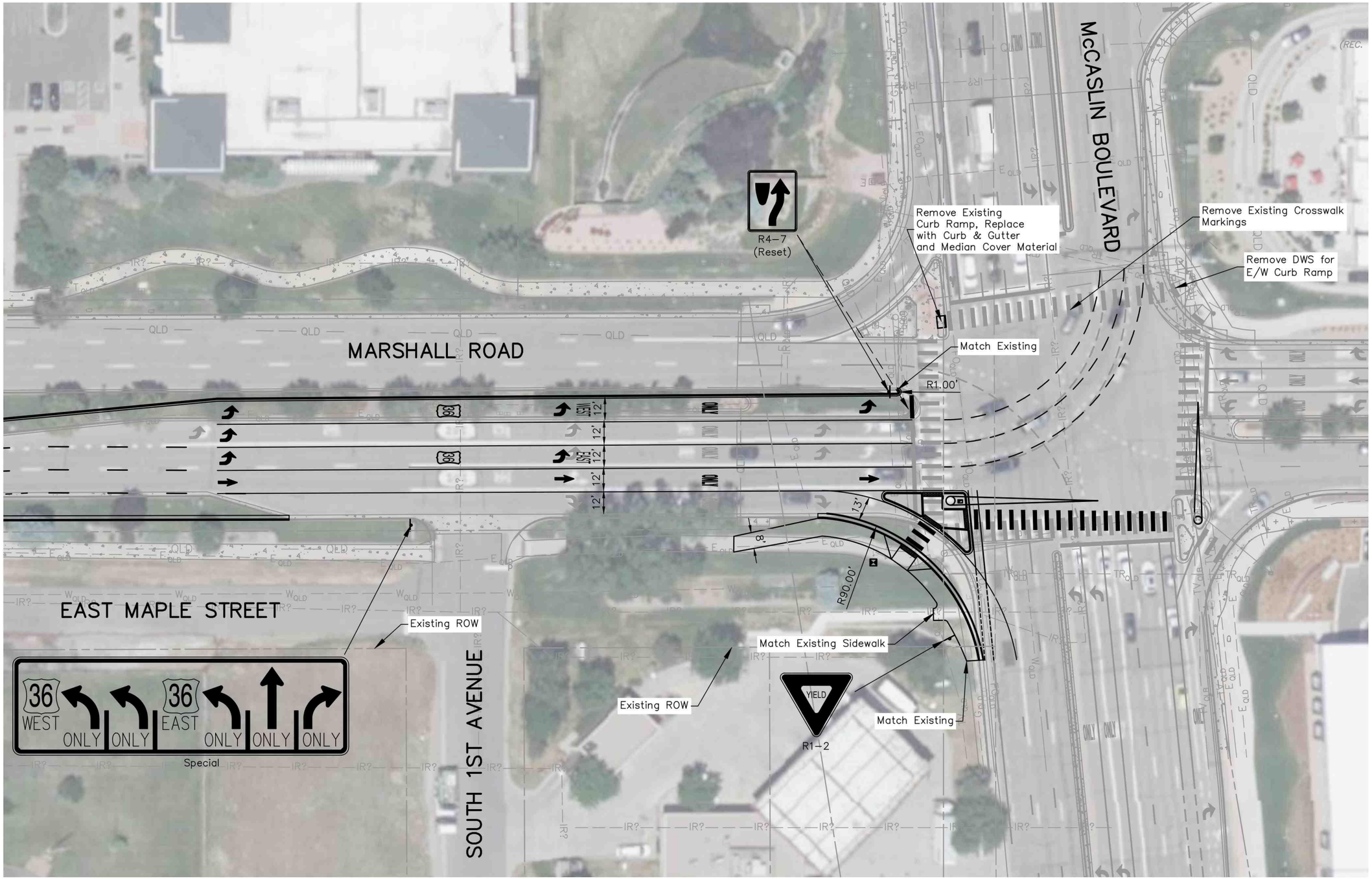
MARSHALL RD & MCCASLIN BLVD INTERSECTION PLAN SHEET

Designer:	S. Hemler	Structure Numbers	
Detailer:	H. Pugh		
Sheet Subset:	Plan	Subset Sheets:	1 of 2

Project No.
STU M415-025
Drawing Number PLAN-001
Sheet Number



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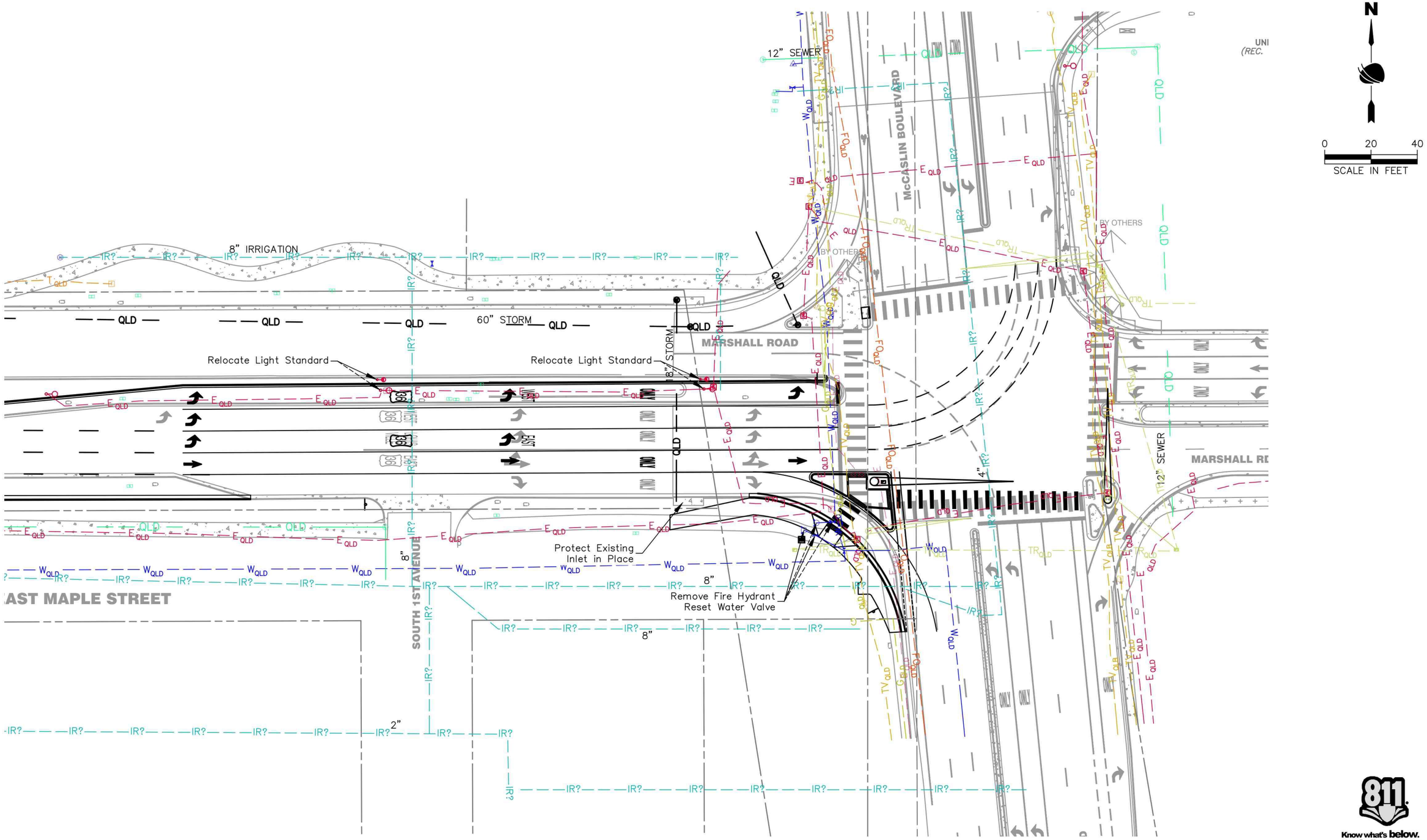
MARSHALL RD & MCCASLIN BLVD INTERSECTION PLAN SHEET

Designer: S. Hemler
Detailer: H. Pugh
Sheet Subset: Plan
Structure Numbers:
Subset Sheets: 2 of 2

Project No.
STU M415-025
Drawing Number PLAN-001
Sheet Number



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

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Print Date: 9/16/2024
File Name: UTIL-001 UTILITY PLAN.DWG
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MARSHALL RD & MCCASLIN BLVD INTERSECTION UTILITY PLAN

Designer: S. Hemler
Detailer: H. Pugh
Sheet Subset: Utility
Structure Numbers:
Subset Sheets: 1 of 1

Project No.

STU M415-025

Drawing Number UTIL-001

Sheet Number

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Legend:

Construction Phase 1 –

Closed Lane Phase 1 –

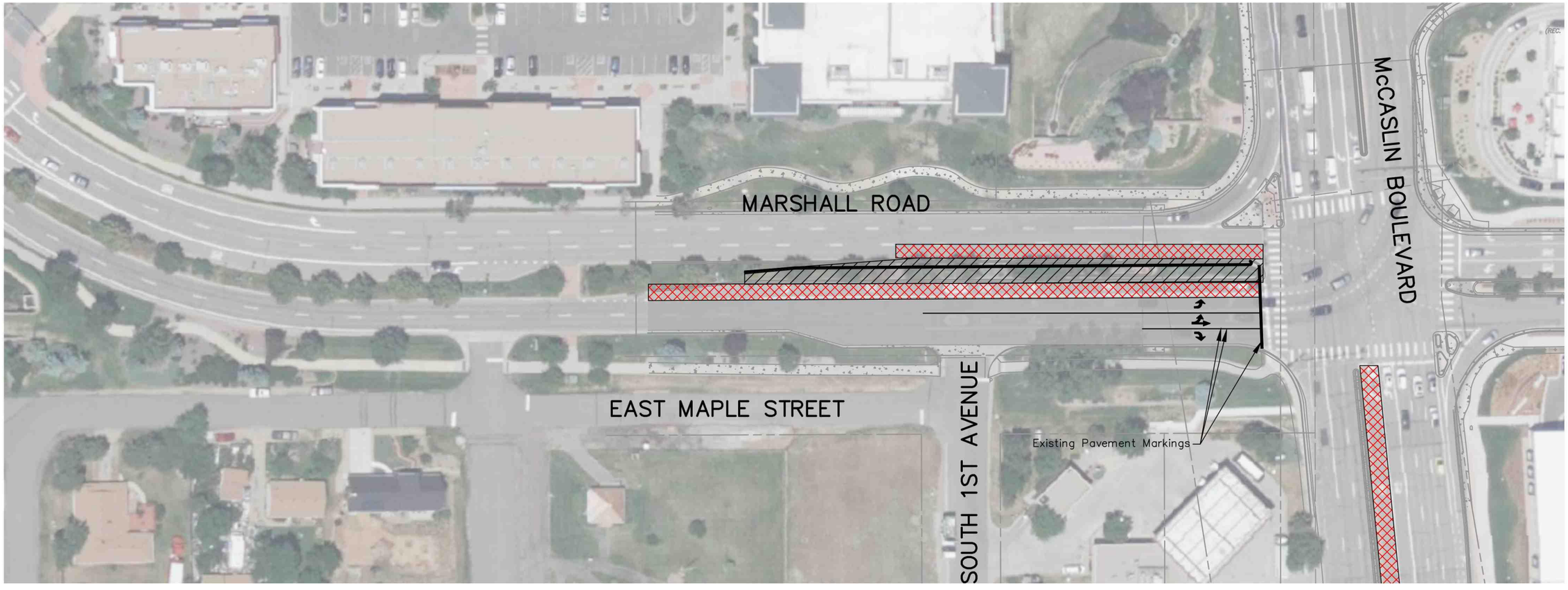
Phase 1 Traffic –

Traffic Direction –

N

0 40 80

SCALE IN FEET



PHASE 1

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Date:	Comments	Init.

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MARSHALL RD & MCCASLIN BLVD INTERSECTION CONSTRUCTION PHASING PLANS

Designer: S. Hemler
Detailer: H. Pugh
Sheet Subset: Phasing
Structure Numbers:
Subset Sheets: 1 of 2

Project No.

STU M415-025

Drawing Number PH-001

Sheet Number

Plot Date: 9/16/2024 10:13 AM Plotted By: Sarah Hemler
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Legend:

Construction Phase 2 –

Closed Lane Phase 2 –

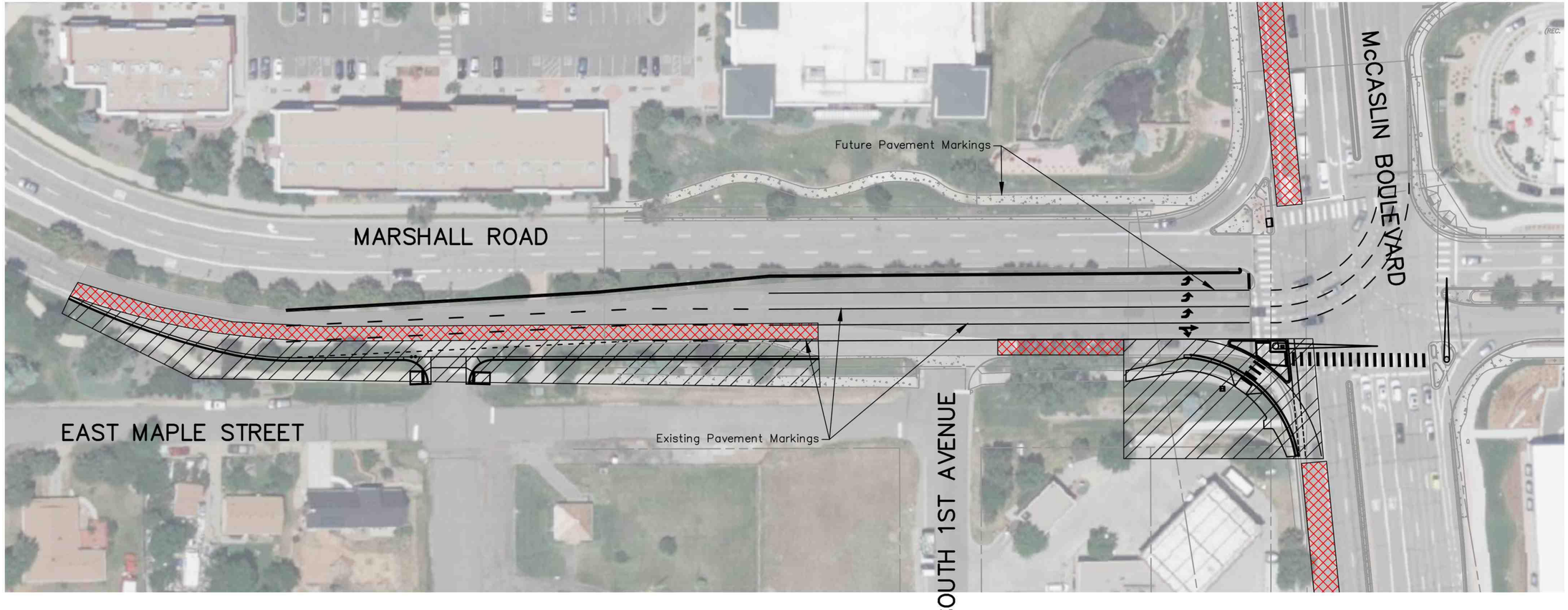
Phase 2 Traffic –

Traffic Direction –

N

0 20 40

SCALE IN FEET



PHASE 2

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MARSHALL RD & MCCASLIN BLVD INTERSECTION CONSTRUCTION PHASING PLANS

Designer: S. Hemler
Detailer: H. Pugh
Sheet Subset: Phasing
Structure Numbers:
Subset Sheets: 2 of 2

Project No.

STU M415-025

Drawing Number PH-002

Sheet Number

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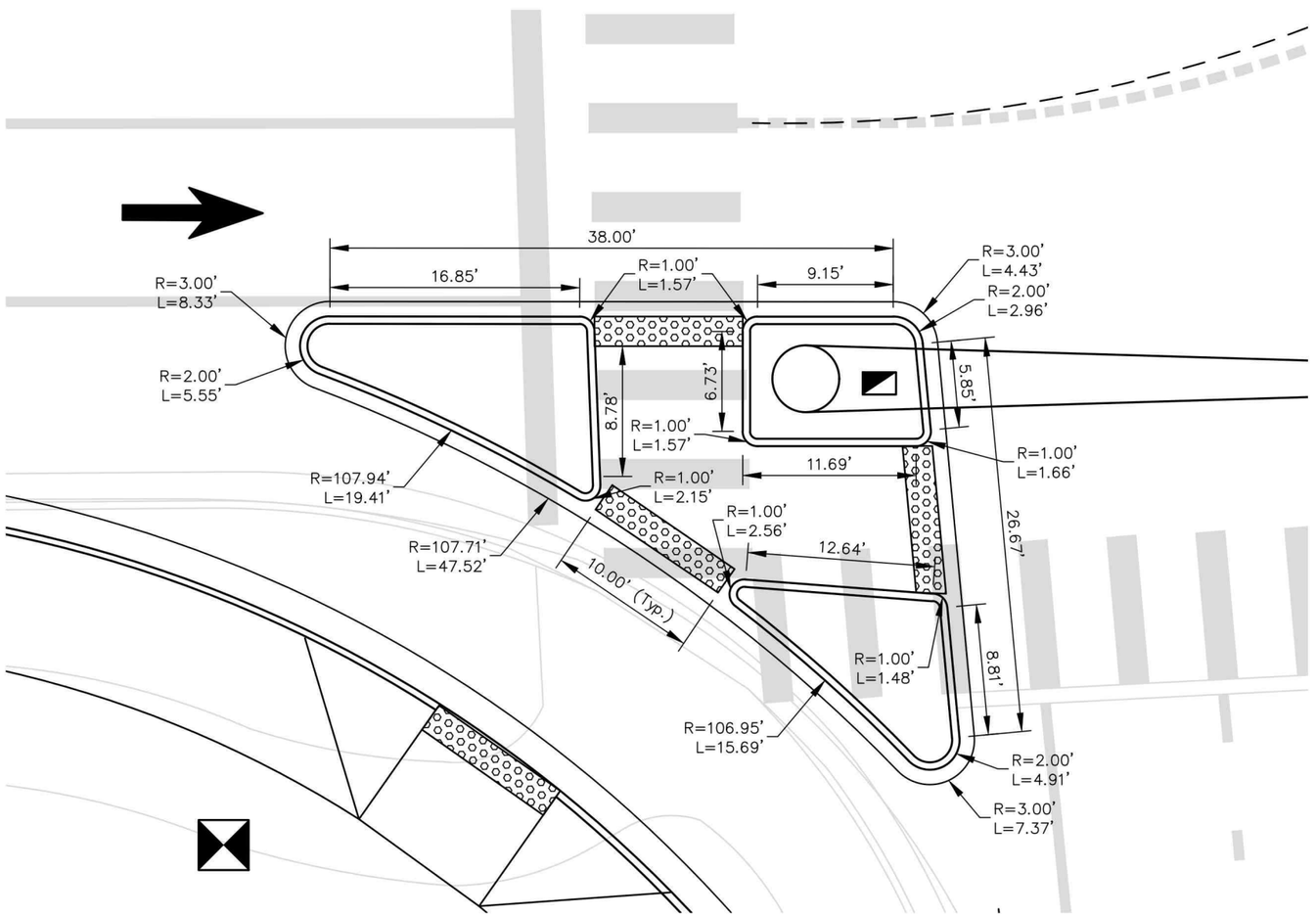

PEDESTRIAN REFUGE ISLAND DETAIL

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MARSHALL RD & MCCASLIN BLVD INTERSECTION DETAILS

Designer: S. Hemler
Detailer: H. Pugh
Sheet Subset: Details
Structure Numbers:
Subset Sheets: 1 of 1

Project No.

STU M415-025

Drawing Number DET-001

Sheet Number

Plot Date:9/16/2024, 10:14 AM Plotted By: Sarah Hemler
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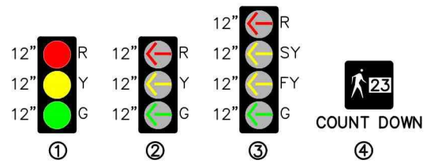
SIGNAL EQUIPMENT LEGEND

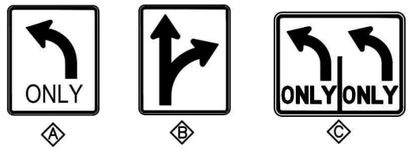
PROPOSED

- CONTROLLER CABINET
- PULL BOX
- PEDESTRIAN PUSH BUTTON AND SIGN
- SIGNAL FACE WITH BACKPLATE
- TR — UNDERGROUND CONDUIT
- MAST ARM MOUNTED SIGN
- PEDESTRIAN COUNTDOWN SIGNAL FACE
- ILLUMINATED STREET SIGN
- POLE AND MAST ARM
- LUMINAIRE
- SIGNAL FACE

EXISTING

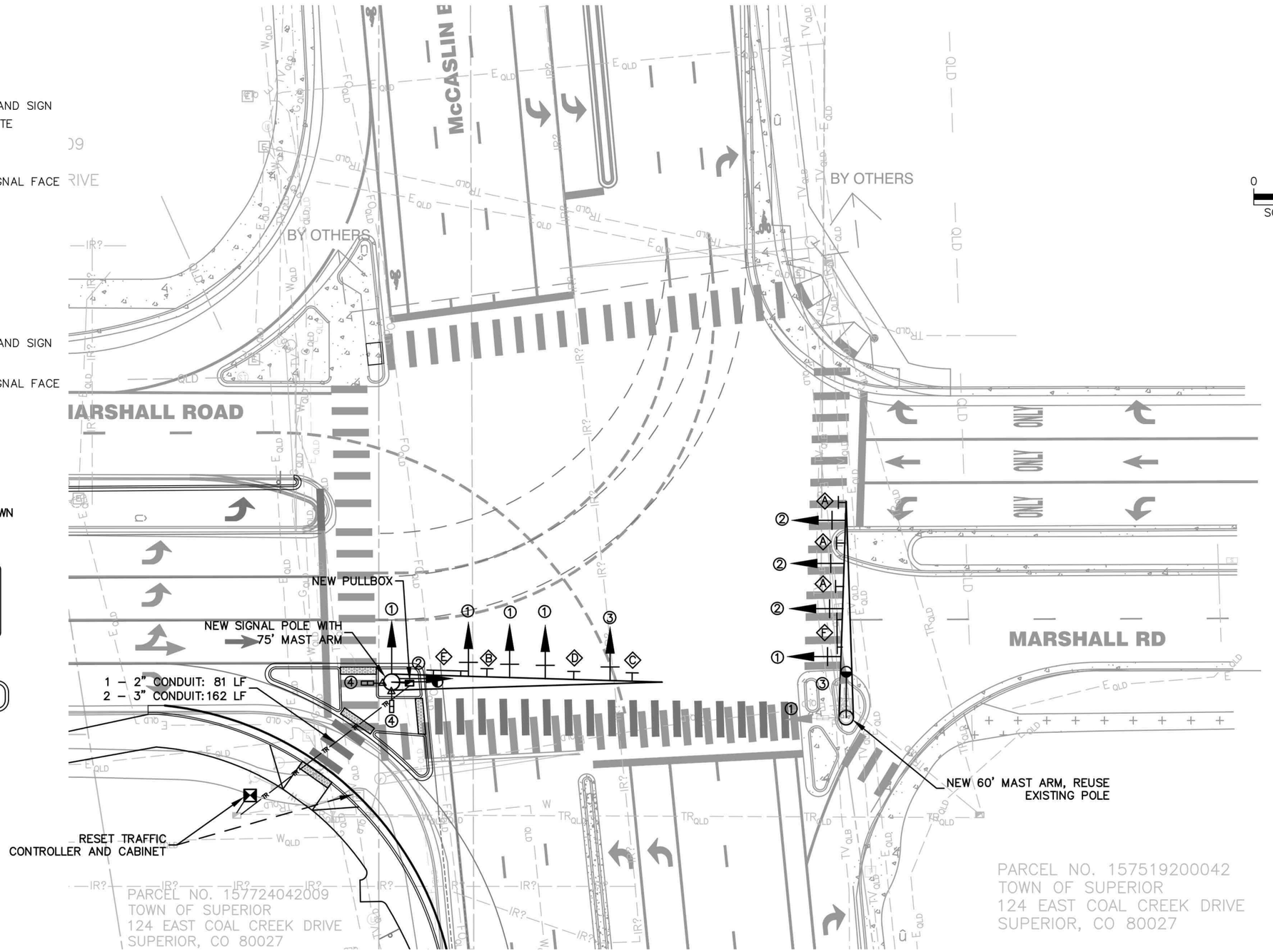
- PULL BOX (24"x36"x18")
- PEDESTRIAN PUSH BUTTON AND SIGN
- POLE AND MAST ARM
- PEDESTRIAN COUNTDOWN SIGNAL FACE
- SIGNAL FACE

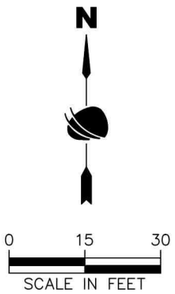












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File Name: SIG-001 TRAFFIC SIGNAL PLAN.DWG
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MARSHALL RD & MCCASLIN BLVD INTERSECTION
TRAFFIC SIGNAL PLAN

Designer: S. Hemler
Detailer: H. Pugh
Sheet Subset: Signal
Structure Numbers:
Subset Sheets: 1 of 1

Project No.
STU M415-025
Drawing Number SIG-001
Sheet Number

Olson Lawn Care, LLC

Wildfire Vegetative Fuels Reduction Vendor

Project No.: PROS-2025-07
Date: August 6, 2025
Submittal Deadline: September 5, 2025, 10:00 AM MT

Submitted by: Anthony Durso, *Sales Consultant*

Olson Lawn Care, LLC | 7700 West 120th Ave, Broomfield, CO 80020
Phone: 248-802-4888 | **Email:** theolsonoutdoors@gmail.com

Olson Lawn Care proposal to provide wildfire vegetative fuel reduction services, including mowing, brush removal, limbing of trees, tree removal, chipping, weed mitigation (herbicide application and mechanical pulling), soil preparation, and re-seeding with native seed.

Olson Lawn Care (DBA Olson Outdoors)

Address
7700 West 120th Avenue
Broomfield, CO 80020

Phone Numbers
720-273-3112
248-802-4888

Email Address
theolsonoutdoors@gmail.com

Unique Entity Identifier (UEI)
QBMNJFH9KD48

Table of Contents

I. Cover Letter 3
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III. Methodology 5
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V. References 8
VI. Attachments 9
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I. Cover Letter

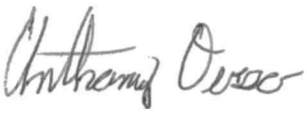
Dear Jordan Hayes,

Thank you for giving Olson Lawn Care the opportunity to provide wildfire vegetative fuel reduction mitigation services for project no. PROS-2025-07.

Olson Lawn Care was founded in 2014 in Arvada, CO and offers property maintenance services, sprinkler installation and repair, commercial snow removal services, and professional landscaping to commercial, city, state, county, and government facilities throughout the state of Colorado. They specialize in high level, customer centric services that provide unmatched quality.

Olson Lawn Care has a strong interest in this project and affirms their commitment to meeting all schedule and timeline requirements as outlined in the solicitation. Their team has demonstrated a history of executing projects of similar size and scope within deadlines, and are fully prepared to allocate the personnel, equipment, and oversight required to ensure timely and successful completion.

I hereby certify that I am an individual authorized to bind this proposal on behalf of Olson Lawn Care,



Anthony Durso

II. Experience

Olson Lawn Care currently manages fire mitigation grounds maintenance at the Table Mountain Field Site, which contains 12 buildings ranging in size from 800 to 2300 square feet, several associated related utility infrastructure items, and approximately 9.5 miles of gravel road which need periodic service to maintain reasonable wildfire mitigation measures, reduce the potential for vegetation, rodents, and reptiles from encroaching or entering the buildings, and maintain a tidy appearance for staff and visitors.

The Table Mountain Field Site (TMFS), located north of Boulder, Colorado, requires general groundskeeping activities to maintain a presentable appearance, establish and maintain defensible spaces to mitigate wildland fire risks, reduce rodent and insect incursions, and provide general safety around each building, site entrance, roads, and other identified structures.

Other related contracts—both current and previous—are listed under **V. References**.

III. Methodology

For this contract, the grounds maintenance tasks are divided into two top-level task types: 1) building-centric grounds maintenance and 2) site-wide road-shoulder grounds maintenance of the areas flanking the roads.

Building-specific grounds-maintenance areas and associated requirements are tailored to each building and nearby associated infrastructure (electrical transformers, propane tanks, sheds, antenna masts, etc.). Building-specific grounds maintenance focuses on 1) removing woody plants within 100 feet of the building's outer wall, 2) shortening the remaining vegetative growth (weeds and native grass) within 30 feet of the building's outer wall, and 3) complete elimination of all vegetation within 5 feet of the building's outer wall.

Road shoulder grounds maintenance focuses on 1) removing woody plants within 30 feet of the road edge and 2) lowering the height of the remaining vegetative growth (weeds and native grass) within five feet of the road edge to within what is practical given existing obstacles such as rocks and berms. Such maintenance shall occur on both sides of all roads except where such maintenance overlaps with the building-specific grounds maintenance. Finally, included in the road maintenance shall be the removal, and sustained absence, of all vegetation from the areas around the North Gate and West Gate controller boxes and gate travel areas.

The TMFS has two (2) different structure categories requiring vegetation maintenance. Below is a listing of those structures, what defines them as a given type, and their associated vegetation maintenance requirements.

Used is a combination of 60-inch zero turn mowers, a 100-horsepower tractor with a 60-inch pull behind mower, Redmax (BCZ400SW) commercial brush cutters, and Redmax (BCZ.3050S) commercial trimmers to mow and trim all areas requiring vegetation to be cut to a height of less than 4 inches. For rocked landscaped areas, they use a combination of two commercial grade 250+gallon sprayers with 300-foot hoses, 4-gallon backpack sprayers, and 2-gallon fertilizer spreaders to apply both liquid and

granular herbicide. For removal of wood material, use are shovels, axes, a 4-wheel drive truck, and an 18-foot dump trailer.

Fire prevention and suppression methods are also utilized when on the job site, with techs assigned to the project completing OSHA-supported fire prevention and safety training prior to arriving onsite. Smoking and unnecessary idling is prohibited. Each crew has a set of fire prevention/mitigation tools, listed below, and are instructed to call 911 in the event of a potential fire. All gas-powered machines are accompanied by a water truck with a designated operator during the operation of their respective duties. The water truck is deployed at the first sight of smoke or sparks and embers.

- **5-inch Fire Flappers for each tech:** The Fire Flapper is a wildland firefighting tool, sometimes also called a Fire Swatter. It is designed for extinguishing small fires in grass and brush. The 60-inch handle allows firefighters to stand well back from the fire. If ground cover is short, the flapper can be dragged along fire edge to smother fire.

- **Fire Extinguisher for each tech:** 5-pound units containing monoammonium phosphate.

- **Two Water Trucks:** Ford F150 trucks with 250–300-gallon pressurized water tanks capable of spraying water upwards of 75 feet.

- **Shovels, Rakes, and Axes for each tech:** These tools are used to suppress any potential embers and sparks.

IV. Estimated Cost

Cost per acre mowed: $170

Cost by hour for brush removal, limbing of trees, and tree removal: $90 per technician

Cost by hour for herbicide application: $120 per technician

Cost by hour for mechanical weed removal: $60 per technician

Cost by hour for chipping: $90 per technician

Cost by acre for soil preparation: $200

Cost by acre for re-seeding: $190

V. References

Department of Commerce

Richard Freeman | 720-902-1989 | rfreeman@ntia.gov

Fire mitigation and landscaping services. Clear vegetation per plan, apply total kill herbicide, install landscape fabric, install ¾-inch crushed rock to a depth of 1-inch.

FAA Building

Brett Belford | 303-845-0464 | brett.belford@faa.gov

Grounds maintenance and snow removal services. Team provides 2–5 workers on a weekly basis during the growing season. Services include herbicide and pesticide applications, trash and debris pickup, mowing, edging, pruning, cultivation and mulching, fertilization, raking, tree and stump removal (when needed), erosion control, under brushing, ditch cleaning, planting, and providing sod.

Homestead Management Corporation

Christine Brungardt | 303-457-1444

Grounds maintenance and snow removal for a 400-home HOA community. Have been providing continual service over the past 4 years.

EE Enterprises

Leah Martin | 303-956-2210

Planting trees, irrigation system, mulching, grading that included 3-acres of grounds maintenance planning. Also provide maintenance to the property for the past 5 years.

VI. Attachments

i. Invoice Template

(attached on following page)

Olson Outdoors

7700 West 120th Avenue
Broomfield, Colorado 80020
olsonlawnservicesllc@gmail.com
7202017561

Invoice

Inv. Date	Inv. Number

Billing Info	Jobsite Info	PO #	Contract #

Description	Qty	Rate	Amount	Tax

Subtotal	
EXMT(A) (0%)	
Total	

To make a payment, please go to olsonoutdoors.com or call 720-201-7561
Mail checks to P.O. Box 1444 Broomfield CO 80038-1444
Thank you for your business!

Wildfire Vegetative Fuel Reduction project (PROS-2025-07)

First, we want to thank you for applying to this RFP. We recognize the time, effort, and expertise that go into preparing a proposal, and we honor the important work you do in support of wildfire mitigation and community resilience. To ensure we can make an even and fair comparison across all submitted proposals, the Town of Superior is requesting that vendors provide costs for each of the seven line items in the RFP. Please note the Town is 4 square miles, with approximately 13,000 residents and Google Earth can get the viewer relatively close to see general parcel level conditions if a site visit is not possible. Staff has revised and clarified the language in several items to improve readability and understanding. Please include the sum of **all costs** associated with each item, including labor, materials (including herbicide), mobilization, disposal and equipment. Please note that our HMGP budget includes equipment associated with the work, we would like the items below to include these costs**.** The **only material the Town will supply is seed**; therefore, do not include seed costs in your re-seeding line item. We understand that grassland fuels grow and change each year, and costs may reflect those variations. However, it is important that vendors provide consistent pricing for the below items to support fair evaluation for award and grant compliance.

Vendor name: Olson Lawn Care

The seven items for which costs must be provided are:

1. Cost per acre mowed: $170
2. Cost for 1 man-hour and all items required for brush and slash removal, limbing of trees, and tree removal: $90 /tech
3. Cost for 1 man-hour and all items required for herbicide application: $120 /tech
4. Cost for 1 man-hour and all items required for mechanical weed removal (**clarification: in this case mechanical removal means pulling weeds by hand**) : $60 /tech
5. Cost for 1 man-hour and all items required for chipping: $90 /tech
6. Cost by acre for soil preparation; which minimal disturbance methods for pre-seeding (no disc or tilling or erosion control, but light raking or cultipacker): $200
7. Cost by acre and all items required for re-seeding (**excluding seed**) : $190
8. Please indicate if your organization has prior **experience with federal funding tracking and compliance**, as this project is supported through FEMA Hazard Mitigation Grant Program funds: Yes or No

Please email this form to Jordan Hayes and a confirmation email will be sent back upon receipt: jordanh@superiorcolorado.gov

Item Number 5e

Information for Meeting of the Superior Town Council

Agenda Item Name:	**Resolution – Approving an Agreement with RockSol Consulting Group, Inc. for the Design and Construction Management Services of the McCaslin At-Grade Crossing Project**
Meeting Date:	**October 13, 2025**
Presented by:	**Christine Katz, PWU Civil Engineer** **Brannon Richards, PWU Director**
Presented for:	**Action**

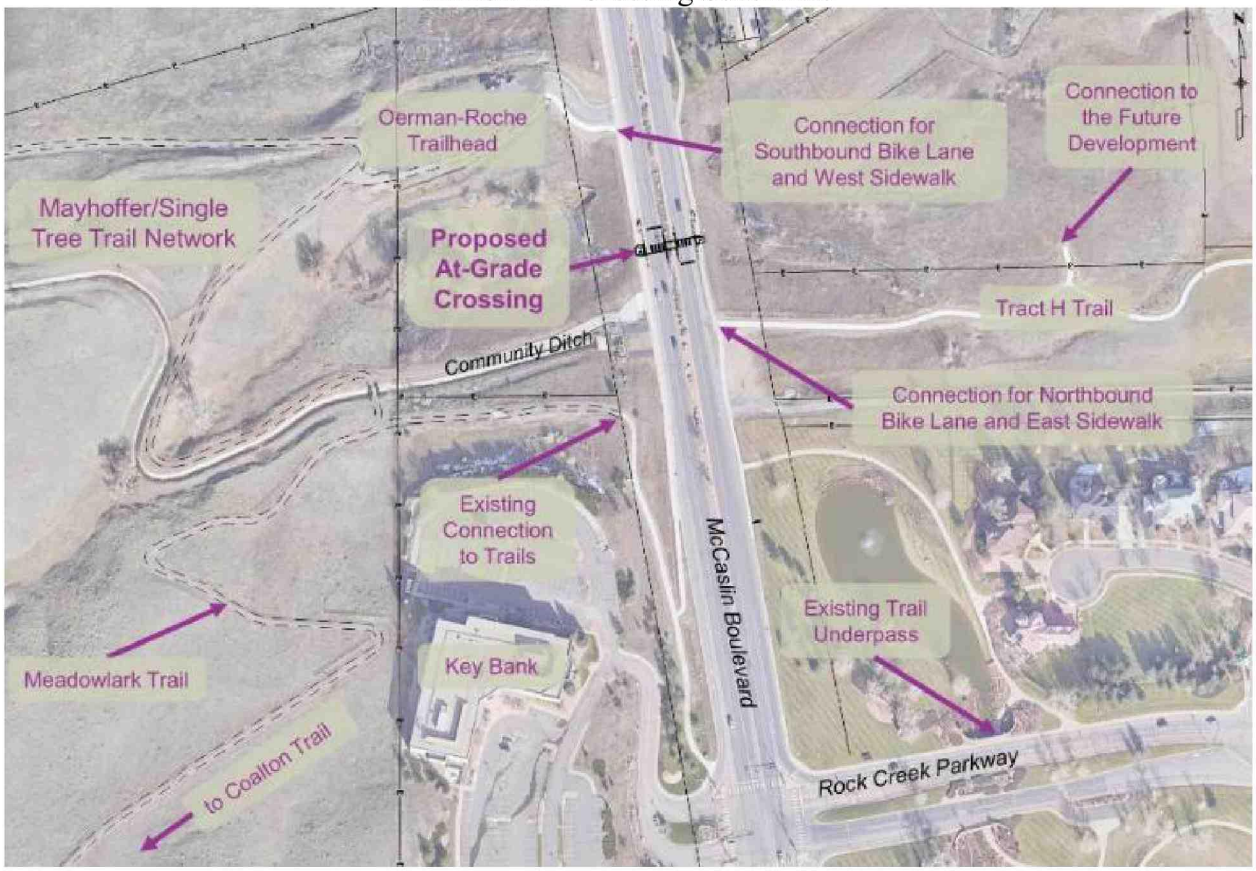
BACKGROUND

In May 2025, Council approved an IGA with CDOT for a Denver Regional Council of Governments (DRCOG) Fiscal Year 2024-2027 Transportation Improvement Program (TIP) grant funding for an at-grade crossing of McCaslin Blvd north of Rock Creek Parkway and south of Discovery Parkway. This crossing will connect Town residents with City of Boulder and Boulder County open space and the Mayhoffer/Singletree regional trail network.

This project consists of adding an at-grade midblock Pedestrian Hybrid Beacon (PHB) crossing. This protected and controlled crossing is often referred to as a HAWK. Crossing improvements will include sidewalk, roadway, and median modifications.

A feasibility study was performed in 2024 to determine the project's feasibility and create a conceptual design and cost estimate. The proposed agreement is for the consultant to design the project and perform construction management and testing through construction, to ensure the Town completes all of the CDOT grant requirements.

Exhibit A – Crossing Schematic



SELECTION PROCESS

Staff sent a request for proposals to all of the Town's on-call engineers who perform this type of work. The Town received two proposals for design work and one proposal for construction management. Staff recommends contracting with RockSol Consulting Group (RockSol) as they can provide both design and construction management services which simplifies the project. RockSol is highly qualified and has performed design and construction management services for the Town, including construction management services for the Rock Creek Parkway underpass project that was completed this summer.

SCHEDULE

Design of the McCaslin at-grade crossing will begin immediately following Council approval. The design is scheduled to be completed in March 2026 with construction scheduled for summer 2026.

BUDGET IMPLICATIONS

The design, construction management, and construction will be funded by a grant through the Denver Regional Council of Governments (DRCOG) Transportation Improvement Program (TIP) and administered by CDOT. The IGA for this project was approved by the Town Council in June 2025. The required local match for this grant is 17.21%. The total grant funding

available for this project is $500,000 with an expected local funding of $103,938. This project has been budgeted for in the 2026 Capital Improvement Funds.

Bid Tab for Rock Creek Parkway Improvement Project

Project	Year	Budget Amount	Design & CM Fees	Town Match
McCaslin At-Grade Crossing	2025-26	$604,000	$122,286.52	$104,000

RECOMMENDATION

Based on the qualifications and proposals received, staff recommends awarding a professional services agreement to RockSol Consulting Group, Inc. for the McCaslin At-Grade Crossing project design and construction management services in the amount of $122,286.52.

MOTION

Move to adopt a Resolution approving an Agreement with RockSol Consultant Group, Inc. for the McCaslin At-Grade Crossing project design and construction management services in the amount of $122,286.52.

ATTACHMENTS

- Attachment 1 – Resolution
- Attachment 2 – Professional Services Agreement
- Attachment 3 – McCaslin Blvd PHB Crossing Study

Town of Superior
Resolution Number R-76
Series 2025

A Resolution of the Town Council of the Town of Superior approving a Professional Services Agreement with Rocksol Consulting Group for design and construction management services for the McCaslin Boulevard At-Grade Crossing Project

Whereas, the Town desires to improve pedestrian and bike safety and access by providing an at-grade multi-use path crossing of McCaslin Boulevard near the Vista Ridge Trail; and

Whereas, the Town Council finds it in the best interest of the public health, safety and welfare of the Town to execute a professional services agreement with RockSol Consulting Group to perform design and construction management services for the McCaslin Boulevard At-Grade Crossing Project.

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 RockSol Consulting Group 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 13th day of October, 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 13th day of October, 2025 (the "Effective Date"), by and between the Town of Superior, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, CO 80027, (the "Town"), and RockSol Consulting Group, an independent contractor with a principal place of business at 12076 Grant St., Thornton, CO 80241 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

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

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

I. SCOPE OF SERVICES

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

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

II. TERM AND TERMINATION

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

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

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor hourly and as provided for in **Exhibit B** for Design and **Exhibit C** for Construction Management and Materials Testing, attached hereto and incorporated herein by this reference, in an amount not to exceed $122,286.52. This amount shall include all fees, costs and expenses

incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor shall not be paid until the Scope of Services is completed to the satisfaction of the Town.

IV. PROFESSIONAL RESPONSIBILITY

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

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

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

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

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or

change such work without providing notice to or receiving consent from Contractor; provided that Contractor shall have no liability for any work that has been modified by the Town.

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

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

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

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

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

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

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

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability,

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

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

IX. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

XI. FEDERAL PROVISIONS

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

B. *Equal Employment Opportunity*.

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

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

3. Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other

employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

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

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

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

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

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

1. Minimum Wages.

a. All laborers and mechanics will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. Part 3)), the full amount of wages and *bona fide* fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and

made a part hereof, regardless of any contractual relationship which may be alleged to exist between Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under § 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics. Regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by Contractor and subcontractors at the work site in a prominent and accessible place where it can be easily seen by workers.

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

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

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

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

c. If Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and Contractor agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by Contractor to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. T he Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise Contractor, or notify Contractor that additional time is necessary.

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

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

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

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

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

7. Payrolls and basic records.

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

programs, Contractor shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. Submittals.

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

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

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

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

c. Contractor or subcontractor shall make the records required by this section on available for inspection, copying, or transcription by authorized representatives of the federal funding agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

8. Apprentices and trainees.

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

b. Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, Contractor shall no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

13. Certification of eligibility.

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

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

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

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

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

2. In the event of any violation of the clause set forth in subsection (1) hereof, Contractor and any subcontractor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subsection (1) hereof, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of required overtime wages required.

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

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

5. The requirements of 40 U.S.C. § 3704 apply. No laborer or mechanic may be required to work in surroundings or under working conditions which are unsanitary,

hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

H. *Debarment and Suspension*.

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

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

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

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

c. This certification is a material representation of fact relied upon by the Town, and if it is later determined that Contractor did not comply with 2 C.F.R. Part 180, subpart C, in addition to remedies available to the State of Colorado and the Town, the Federal

Government may pursue available remedies, including without limitation suspension and debarment.

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

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

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

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

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

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

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

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

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

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

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

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

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

P. *Housing and Community Development Act.*

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

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

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

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

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

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

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

TOWN OF SUPERIOR, COLORADO

_____
Mark Lacis, Mayor

ATTEST:

_____
Shannon Dujardin, Town Clerk

CONTRACTOR

By: _____

EXHIBIT A
SCOPE OF SERVICES

Contractor's Duties

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

Design

- 30% Design:
    - Create 30% design drawings – RockSol will update the preliminary design drawings to create 30% design drawings
    - Survey - perform an initial field survey of existing surface features, topography, utilities, and ROW limits
    - Utility Designation – Diversified Underground will identify, research, and map existing utility lines
    - Preliminary Mapping for utility coordination – RockSol will review and confirm the utility designations. RockSol will contact each of the known utilities in the project vicinity early during preliminary design activities. The team will compare mapping from utility companies to the surveyed field markings and determine resolution on existing locations. The team will review these locations against the preliminary design to determine necessary relocations and relocation alignments. Expectation is design will be able to work around existing utilities and protect them in place.
    - Topographic Mapping – Boulder Land Consultants will complete the topographic survey for the intersection area. It is assumed that any potential signage/striping improvements beyond this area would not require survey. They will provide both a copy of the AutoCAD file and a PDF file of the topographic map. Their tam will perform the work using State Plane coordinates, Colorado North Zone, scaled up to ground elevation. The mapping will include all surface features, culverts, manholes with rim and invert elevations, edge and crown of pavement, flowline of curb & gutter, and utility designations and markings provided by Diversified Underground.
    - Right-of-way Research – Based on the data collected during the field review and inspection as well as discussion with the Town, RockSol will identify adjacent property lines and ownership. All proposed construction will be within existing ROW. If any additional easement or ROW are needed for the project, it will trigger a longer and more costly process working through CDOT's ROW requirements.

- Environmental Studies & Clearance

    - Provide environmental clearance support for the project. RockSol will conduct a field survey and prepare the necessary documentation including a biological resources report, hazardous materials Initial Site Assessment (ISA), MS4 compliance memo, noxious weed compliance memo, Section 4(f) compliance for trail impacts, and supporting non-impact memoranda such as air quality and noise.

    - RockSol's SWMP Preparer certified stall will develop a Stormwater Management Plan to ensure construction activities are compliant with CDPHE and CDOT stormwater requirements.

    - All documentation will be prepared in accordance with CDOT and FHWA requirements to provide a defensible record of compliance, which will be formally documented through CDOT Form 128 sign-off for the project.

    - It is anticipated that CDOT will provide all remaining environmental clearances in-house.

- Construction Phasing:

    - RockSol will work with the Town and CDOT to develop a phased construction approach that minimizes disruption to both vehicular and pedestrian traffic.

- Plans, Specifications, & Estimates (PS&E)

    - 90% Design Drawings - RockSol will create 90% level construction drawings according to Town and CDOT standard plan preparation formats based on the comments from the 30% design. The plan set will include:

        - Roadway modifications and curb ramp design plans to ensure ADA compliant crosswalk connecting to existing sidewalk on both sides

        - Traffic signal plan including electrical one line diagram, signal equipment layout, pedestrian pushbutton locations and needed details

        - Utility plan protecting in place most existing utilities with results from test hole operations (4 assumed) to meet SUE QL B and QL A for proposed signal caissons

        - Signage and pavement markings plan

        - SWMP/erosion control plans

        - Construction phasing/traffic control plan

- Final Design Specifications – RockSol will update the preliminary specifications based on comments received during review and produce the final specifications according to Town and CDOT formats.

- 90% Level Construction Cost Estimate - RockSol will update and finalize the quantities from the preliminary design and produce a 90% level construction cost estimate

- FIR/FOR Formal Review – The 90% PS&E package along with completed environmental reports will be submitted to the Town and CDOT. A combined FIR/FOR formal review period and meeting will be conducted with all required Town and CDOT unit discipline representatives. All comments will be documented in a comment/response matrix and any remaining design concerns will be discussed.

- Bidding Services

  - Bid-Ready Plan Package – upon addressing all final design review comments, RockSol will prepare bid-ready plan sheets, specifications, and engineers estimate and resubmit to CDOT and the Town. The plan sheets will be submitted in 11"x17" format, the Specifications in Word format and engineers estimate in Excel format. Documents for requesting environmental and other required CDOT clearances will be completed for processing.

- Post-Design Services During Construction – RockSol will attend the pre-bid and preconstruction meetings and respond to RFIs during construction.

Construction Management & Materials Testing

- Construction Management & Inspection:

  - Contract Administration, Coordination, and Correspondence – RockSol will provide administrative organization for all project communication and documentation for this construction project.

    - The team will track the required CDOT Local Agency paperwork and documentation. They will manage, at a minimum, weekly project meetings with the Town, the Contractor, and CDOT, including preparing agendas and minutes. The meetings will be used to track the work, address problems, track action items including any needed change orders, and identify coordination and information needs.

    - RockSol will maintain project files, including meeting minutes and rosters, any discussions and changes made during construction, project related decisions, communication and memorandums to and from the Contractor and the Town, traffic control items, project financial items, change orders, shop drawings, etc. RockSol will ensure construction

documentation for the project follows all CDOT and federal-aid requirements and Town project procedures.

- Interpretation of Drawings and Specifications – RockSol will perform project submittal reviews and provide comments to the Town's Project Manager and forward any submittal reviews to the appropriate party if needed.

- RockSol will log receipt of all Requests for Information (RFIs), forward the RFI to the appropriate party, coordinate with the Town's Project Manager for response and closure, and document the results in a tracking system to assure that all questions are resolved promptly.

- Any field revisions to the plans will be coordinated with the Town's Project Manager and Engineer of Record for potential change orders and distributed to the Contractor, the Town, and all affected parties and documented in the as-built drawings.

- Tailored Construction Inspection:

  - Project observations and inspections will be performed prior to and during work on major items, ensuring they are completed in accordance with project plans, standards, and specifications.

  - RockSol will prepare pay item measurements and documentation that meets all applicable CDOT, FHWA, and Town of Superior standards. RockSol will perform daily checks on all construction items. They will prepare interim measurements for each monthly pay estimate as well as final measurements and documentation for each item as it is completed.

  - RockSol will perform some of the concrete testing with an ACI Field Certified Inspector

- Written Record of the Daily Construction Activities:

  - All project staff will maintain a project diary and a daily record of project activities, including construction manpower and equipment. The records will serve as an accurate and complete record of the progress of the work on the project.

  - RockSol will provide photo documentation as execution of the work progresses.

  - RockSol will prepare and distribute routine correspondence to the Contractor, the Town's project staff, and other stakeholders as required during the project.

- Review Schedule and Payment Requests:

- RockSol will review, compare, and certify the contractor's monthly payment request with the field quantity measurements to ensure the payment is reasonable and justified, and will promptly make a recommendation to the Town.

- RockSol will review the Contractor's weekly lookahead schedule including upcoming inspection and testing requirements and will compare it against the baseline schedule, notifying the Town of Superior of any concerns.

- Materials Testings, Build America/Buy America (BA/BA) Compliance and Documentation:

  - The Materials Documentation is a key part of meeting CDOT requirements. At the beginning of the project, RockSol will create a materials submittal list based on the CDOT supplied Form #250 – Materials Testing Schedule. RockSol will ensure that all materials testing and documentation meet the Town's and CDOT's requirements.

  - RockSol will assist with any Independent Assurance Tests (Form #379) if needed.

- Civil Rights Compliance:

  - RockSol will complete all requirements for federally-funded projects including the Contractor's payroll requirements, labor interviews monthly, and other civil rights documents.

- Other Documentation Requirements

  - Additional Town and CDOT/federally funded project requirements include weekly time counts, approved traffic control plans and associated staff certification documents, and final project punchlist.

  - RockSol will assist with tracking the contractor's as-builts and provide all final CDOT project forms including a professional engineering stamp on the Materials Testing Schedule (Form #250) and the Explanation of Exceptions (Form #474).

  - RockSol will help the Town prepare the Requests for Reimbursements (RFRs) that are submitted to CDOT for project grant reimbursements.

- Monitor Compliance with Project Plans, Specifications, Contract, and Procedures:

  - RockSol will perform all tasks required by CDOT and federal statutes and will continuously maintain the highest level of construction standards.

        - As Part of the project documentation, RockSol staff in coordination with the Town Project Manager, will provide the contractor with verbal and written notifications of any work that is non-compliant. RockSol will follow up at weekly progress meetings and, if necessary, at the final inspection until all issues are corrected.

    - Change Order and Minor Contract Revision Administration

        - RockSol will support the Town by negotiating and drafting any minor contract revisions or change orders, coordinating closely with Superior staff, the contractor, and CDOT Local Agency representatives. RockSol will prepare all required documentation in compliance with CDOT standards, including the CDOT change order Form 90 and the associated Letter of Explanation.

- Cost Control

    - Budget Management – RockSol is committed to providing Superior with quality projects – on budget and on schedule – while keeping the Town informed of current costs. On a weekly basis, RockSol will review and manage time to ensure efficient and effective use of resources. Prior to submittal, RockSol will review monthly invoices and progress reports for accuracy.

    - Controlling Construction Costs – RockSol will track and control costs on the construction project and ensure all construction costs are justified. The Contractor's billings will be provided to the Town and the budget will be tracked by evaluating for potential overruns and underruns monthly.

        - During Construction, RockSol will identify any issues that could lead to project cost increases and communicate these to the Town. RockSol can suggest solutions that may be more cost-effective while achieving the expected high quality.

    - Controlling Consulting Costs Through Staffing: RockSol will ensure there is testing available through it's own ACI-certified staff if the material testing consultant is unavailable. RockSol will work with the Town to monitor the Contractor's production schedule and make sure the project is appropriately staffed.

- Schedule Management

    - Managing Work to Meet Schedules – RockSol will work with the Town and construction contractor to meet project schedules. RockSol will scale staff up and down to meet project workloads based on the contractor's schedule.

- Project Close-out

- RockSol will assist the Town with close-out at the end of construction including assistance with all forms the Town will need to complete for final documentation.

Contractor's Deliverables

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

- 30 % Design Drawings including survey, utility mapping, topographic mappings, geotechnical report (if necessary), and right-of-way information
- Environmental Survey/Reports/Memos
- 90% Design Drawings & Specifications including:
  - updates based on 30% design comments
  - roadway modifications and curb ramp design plans to ensure ADA compliant
  - Traffic signal plan including electrical one line diagram, signal equipment layout, pedestrian pushbutton locations and needed details
  - Utility plan protecting in place most existing utilities with results from test hole operations (4 assumed) to meet SUE QL B and QL A for proposed signal caissons
  - Signage and pavement markings plans
  - SWMP/erosion control plans
  - Construction phasing/ traffic control plan
- 90% level construction cost estimate
- Bid and Clearance Documents – 100% construction documents, 100% specifications & engineer's estimate, CDOT clearance documents
- All documentation required for Construction Management and Testing of the project.

EXHIBIT B
FEE PROPOSAL FOR DESIGN

Town of Superior - McCaslin HAWK crossing - Fee Worksheet (Rev 1)

	ROCKSOL PROJECT ROLE	Project Manager/ Sr. Traffic Engineer	Roadway Designer	Traffic Engineer	Environmental Manager	Environmental Specialist	CAD/ Drafting	Project Control/Admin	**SUBTOTAL HOURS BY TASK**	**SUBTOTAL FEE BY TASK**
	ROCKSOL STAFF NAME	Schuler	Osbourne	Hemler	Gentile	Staff	Staff	Admin Staff		
	ROCKSOL TITLE/LABOR CATEGORY OF KEY PERSONNEL	Senior Engineer	Staff Engineer I	Staff Engineer I	Enviro Mngr	Specialist I	EIT I	Project Control/Admin		
	ROCKSOL BILLING RATE	$ 220.93	$ 154.85	$ 154.85	$ 178.19	$ 110.80	$ 109.85	$ 110.89		
1.0	**Project Management**	**20**	**2**	**2**	**4**	**0**	**0**	**7**	**35**	**$ 6,526.99**
1.1	Project Management & Meetings	20	2	2	4			7	35	$ 6,526.99
2.0	**Existing Conditions & Environmental Studies**	**1**	**3**	**0**	**7**	**47**	**10**	**0**	**68**	**$ 8,238.91**
2.1	Coordinate Survey with Design Plans	1	2				5		8	$ 1,079.88
2.2	Environmental Survey /Reports / Memos				2	30			32	$ 3,680.38
2.3	Environmental Other Resources				3	15			18	$ 2,196.57
2.4	SWMP Plan & Narrative		1		2	2	5		10	$ 1,282.08
3.0	**Subsurface Utility Engineering**	**1**	**12**	**0**	**0**	**0**	**5**	**0**	**18**	**$ 2,628.38**
3.1	Coordinate Utility Mapping with Design Plans		1				3		4	$ 484.40
3.2	Utility Potholing Plans		1				2		3	$ 374.55
3.3	Utility Coordination with Providers		7						7	$ 1,083.95
3.4	Utility Plan Development	1	3						4	$ 685.48
4.0	**Crosswalk Design/Roadway Modifications**	**3**	**20**	**0**	**0**	**0**	**20**	**0**	**43**	**$ 5,956.79**
4.1	Roadway Modifications & Curb Ramp Design	1	15						16	$ 2,543.68
4.2	Grading & Erosion Control Plan	1	3				10		14	$ 1,783.98
4.3	Construction Phasing / Traffic Control	1	2				10		13	$ 1,629.13
5.0	**30% Design Plans & Specifications**	**3**	**12**	**7**	**0**	**0**	**15**	**0**	**37**	**$ 5,252.69**
5.1	Preliminary Construction Drawings	1	5				10		16	$ 2,093.68
5.2	Preliminary Traffic Design (Signal/Signage/Striping)	1	2	5			5		13	$ 1,854.13
5.3	Preliminary Specifications & Estimate	1	5	2					8	$ 1,304.88
6.0	**90% Design Plans & Specifications**	**6**	**35**	**15**	**0**	**0**	**50**	**0**	**106**	**$ 14,560.58**
6.1	Final Special Sheets (Tabulations, Details, Electrical, etc.)	1	5	5			10		21	$ 2,867.93
6.2	Final Crosswalk & Traffic Design	1	5	2			10		18	$ 2,403.38
6.3	90% Construction Documents	3	20	5			30		58	$ 7,829.54
6.4	90% Specfications & Estimate	1	5	3					9	$ 1,459.73
7.0	**Bid & Clearance Documents**	**4**	**6**	**6**	**1**	**0**	**10**	**0**	**27**	**$ 4,018.61**
7.1	100% Construction Documents	1	5	5			10		21	$ 2,867.93
7.2	100% Specifications & Estimate		1	1					2	$ 309.70
7.3	CDOT Clearance Documents	3			1				4	$ 840.98
7.4	Other Bid Support - if requested.								0	$ -
	Total Labor Hours	**38**	**90**	**30**	**12**	**47**	**110**	**7**	**334**	
	Total Labor Fee	**$ 8,395.34**	**$ 13,936.50**	**$ 4,645.50**	**$ 2,138.28**	**$ 5,207.60**	**$ 12,083.50**	**$ 776.23**		**$47,182.95**

Subconsultants		**$ 28,120.00**
Survey		$ 10,000.00
Utility Mapping		$ 500.00
Utility Potholing (4 locations assumed)		$ 4,000.00
Electrical Engineer		$ 3,800.00
Geotechnical Investigation & Report		$ 9,820.00
Other Direct Costs (ODC's)		**$ 800.00**
Environmental		$ 550.00
Mileage		$ 250.00
Escalation for work in 2026		**$1,887.32**
Escalation assumes 80% of work occurs in 2026 and rates increase by 5%		$1,887.32
Grand Total		**$77,990.27**

EXHIBIT C
FEE PROPOSAL FOR CONSTRUCTION MANAGEMENT & MATERIALS TESTING

SCOPE AND FEE

McCaslin HAWK Crossing Town of Superior

Construction Management & Materials Testing Scope and Fee

RockSol Consulting Group

Scope of Work Tasks	Senior Project Manager		Design Services	Project Engineer		Project Inspector / Materials Technician		Project Control and Admin	Subtotal Hours	Subtotal Fee
Billing Rate:	$288.00		$220.93	$154.85		$97.92		$110.89		
Project Management and Coordination	**Westhusin**		**Schuler**	**DeWitt**		**Tischler**		**Bouley/Tuccio**		
Pre-project Setup	Projected Hours		Projected Hours	Projected Hours		Projected Hours		Projected Hours		
Support Pre-Bid Meeting, Preconstruction Agenda/Coordination	1			2		1			4	$ 695.62
Project Kick-off Meeting and Preconstruction Conference	2		2	2		2			8	$ 1,523.40
Set up CDOT filing system and identify project needs. - Documentation, testing schedule, COC/CTR Log, BABA etc.				3		2			5	$ 660.39
Meetings and Coordination During Material Lead Times	2			5		5			12	
Identify Submittals			3	3		5			11	$ 1,616.94
Contract Time: Estimated 6-8 Weeks		No. of weeks:			No. of weeks:		No. of weeks			
On-going Project Tasks/Scope of Work		5			7		7			
	Total Hours	(Hours per week)	Total Hours	Total Hours	(Hours per week)	Total Hours	(Hours per week)	Total Hours		
Weekly Meetings, Provide Agendas, Meeting Minutes	2.5	0.5	2	7	1	7	1		18.5	$ 2,931.25
Coordination with City Staff, Contractor, CDOT, and Other Parties	5	1	3	21	3	21	3		50	$ 7,410.96
On-site Inspection, Field Documentation, Daily Diaries, Photos	0		3	14	2	42	6		59	$ 6,943.33
Materials Testing and Reporting	0			0		28	4		28	$ 2,741.76
Build America Buy America Reviews and Documentation Requests	0			7	1	7	1		14	$ 1,769.39
EEO - LCPTracker and B2GNow	0			3.5	0.5	0			3.5	$ 541.98
EEO - DBE and On-the-Job Training Forms and Documentation	0			3.5	0.5	0			3.5	$ 541.98
Prepare CMO's (as requested)	0			3.5	0.5	0			3.5	$ 541.98
Monthly Pay Application/Verification Documentation	0			14	2	28	4		42	$ 4,909.66
Admin - Monthly Progress Reports / Invoices	0			0		1.75	0.25	6	7.75	$ 836.70
RFI Responses, 105 Speed Memo's, Shop Drawing Reviews	0		2	14	2	7	1		23	$ 3,295.20
Project Close-out	Projected Hours		Projected Hours	Projected Hours		Projected Hours		Projected Hours		
Final Project Close-out and Complete Final Documentation	1			10		8			19	$ 2,619.86
Hours Sub-Total for Task defined above	**13.5**		**15**	**112.5**		**164.75**		**6**	**311.75**	
Engineering Fee Sub-Total for Task defined above	**$3,888.00**		**$3,313.95**	**$17,420.63**		**$16,132.32**		**$665.34**		**$ 41,420.24**

							Mileage Rate	Total Miles
Mileage	0	50	300	800	0	$0.700	1,150	

RockSol Other Costs (Mileage):		**$ 805.00**
5% Added for 2026 Rates		**$ 2,071.01**
RockSol Total Fee:	**$**	**44,296.25**

Note: This estimate was completed prior to the design and the actual fee may vary dependent on the design outcome

McCaslin Boulevard Pedestrian At-Grade Crossing Feasibility Study – PHB & Crosswalk



Prepared for:
Town of Superior
Public Works Department
124 E. Coal Creek Drive
Superior, CO 80027

Attention: Brannon Richards, PE
Town of Superior, Public Works and Utilities Director

October 10, 2024
RockSol Project No. 724.02

RockSol Consulting Group, Inc.

12076 Grant Street
Thornton, CO 80241

1.0 PROJECT OVERVIEW

Background/ Project Justification
This project proposes to construct an at-grade crossing at McCaslin Boulevard (McCaslin), north of Rock Creek Parkway, and south of Discovery Parkway. East of McCaslin, the Town has constructed a trail (Vista Corridor) which connects to the new US 36 Bikeway extension completed in 2022. West of McCaslin is Town and Boulder County Open Space and the extensive Mayhoffer/Single Tree trail network. An at-grade crossing, with appropriate safety and mobility enhancements, will provide a safe and convenient connection of these two trail networks across McCaslin for trail users, encouraging active transportation use which will lead to reduction in vehicular travel. Residents of the developing Downtown Superior development (1200 homes at buildout), located east of McCaslin, would use this crossing to access the trail network located west of McCaslin. Currently, there is no protected pedestrian crossing of McCaslin between Main Street and Rock Creek Parkway, a distance of 2,400 feet. McCaslin carries about 15,000 vehicles per day and has a speed limit of 45 mph on this segment.

A previous study for the construction of a pedestrian underpass at this location was completed by RockSol on March 29, 2023. Efforts to obtain construction funding for the underpass have not yet been successful. As an interim measure, the at-grade crossing option is being considered.

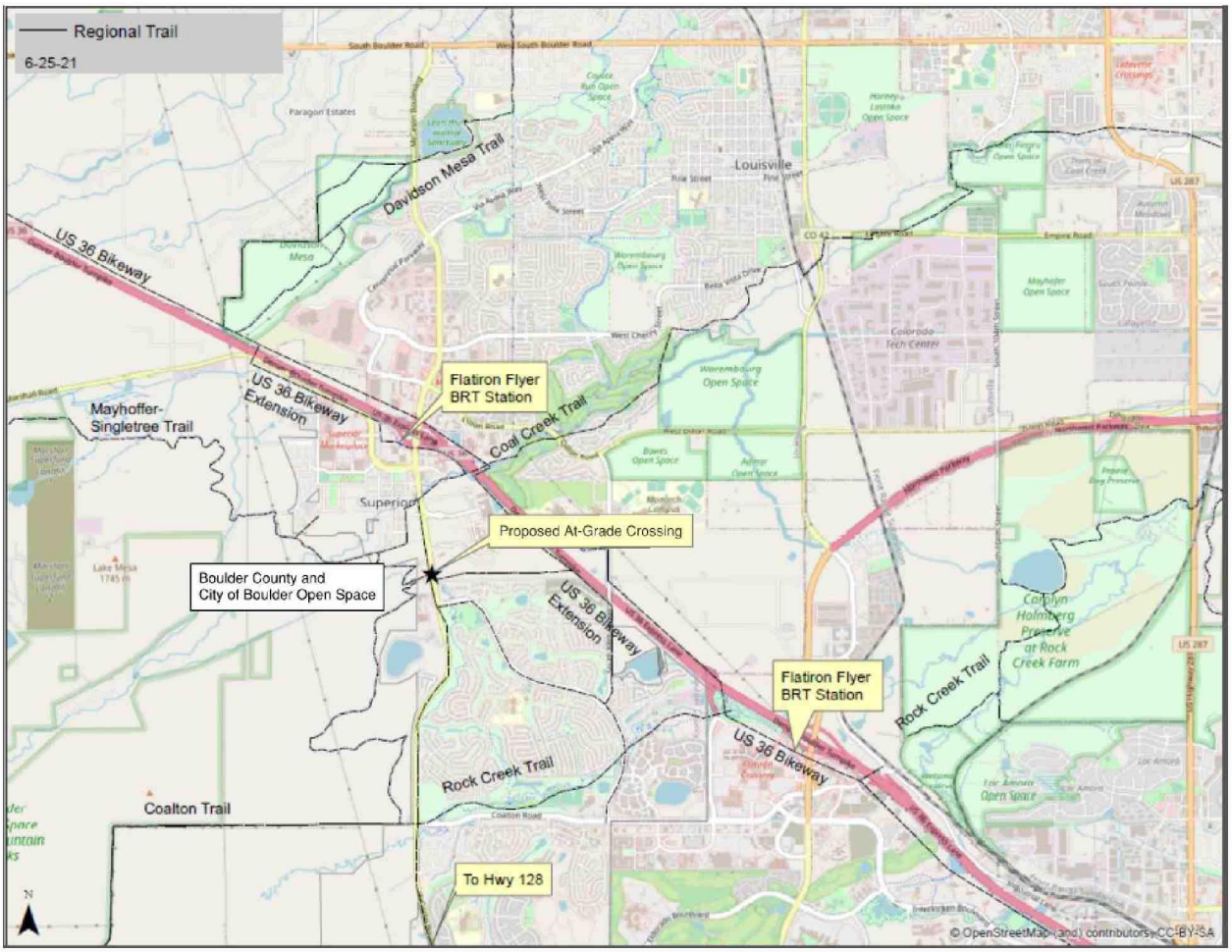
Feasibility Study
RockSol Consulting was hired by the Town of Superior to complete the engineering study. The study's intent is to determine the project's feasibility and create a conceptual design and cost estimate that can be used to explore future construction funding opportunities.

Project Description
The project feasibility study proposes construction of an at-grade midblock crosswalk controlled by a Pedestrian Hybrid Beacon (PHB). PHBs are similar to standard pedestrian activated traffic signals, except that the signal lenses remain dark until activated and have a unique sequence of indications. The PHB would be the overhead mast arm type as most appropriate for controlling high volume and high speed vehicular traffic on McCaslin. There will be modifications to the existing raised median and roadside area to construct the crosswalk. These modifications will include curb ramps and landing areas. The existing roadway centerline slope of roughly 6% presents some challenges. The design approach will be to make some adjustments to cross slopes along the crossing but avoid significant reconstruction on McCaslin. Existing above and below ground utilities are expected to be protected in place except a minor adjustment of the fiber optic line on the east side may be needed for signal pole placement. The design should be in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) and Public Right-of-Way Accessibility Guidelines (PROWAG). PROWAG does allow matching exiting roadway grades, but an effort will be provided to provide a landing area when connecting to sidewalks on both sides.

2.0 SITE DESCRIPTION

The proposed at-grade crossing location is on McCaslin Boulevard in Superior, Colorado, and will connect the Boulder County Open Space and City of Boulder Open Space/Mountain Parks (OSMP) trail system to the west and the US 36 Bikeway to the east, as shown in Figure 1 below. Several existing conditions factored into the recommended location of the proposed crossing. These conditions are described in more detail below.

Figure 1. Area Map



2.1 Existing Topography

Topographical items of significance within the project site are shown in Figure 2 below, and include the following:

McCaslin Boulevard

McCaslin Boulevard is Superior's major north-south route, connecting US 36 at the north town limits to SH 128 on the south. Relevant physical properties of McCaslin adjacent to the proposed project location include:

- Four lane major arterial roadway with on-street bike lanes in each direction.
- 8-foot wide sidewalks on each side.
- 16-foot wide raised landscaped median.
- Vehicular Traffic Volumes - Approximately 15,000 ADT, 45 MPH speed limit.
- Approximately 6% existing longitudinal grade.
- Roadway elevation up to 20' higher than the adjacent topography.
- Side-slopes from the roadway to the existing ground level of approximately 3:1.

Vista Corridor

- 8-foot wide concrete trail.
- Extends to the east from McCaslin with connections to the US 36 bikeway and Superior neighborhoods.



Vista Corridor looking east from McCaslin

The Mayhoffer-Singletree Trail Network

- Located west of McCaslin on Boulder County Open Space.
- 8-foot wide gravel/bituminous gravel.
- Connections to other trails including Rock Creek and Coal Creek trails. (See Figure 1)

Meadowlark Trail

- Soft surface trail located south of Community Ditch.
- North-south connection from Mayhoffer-Singletree to Coalton Trail. (see Figure 1)

Oerman-Roche Trailhead Parking Lot

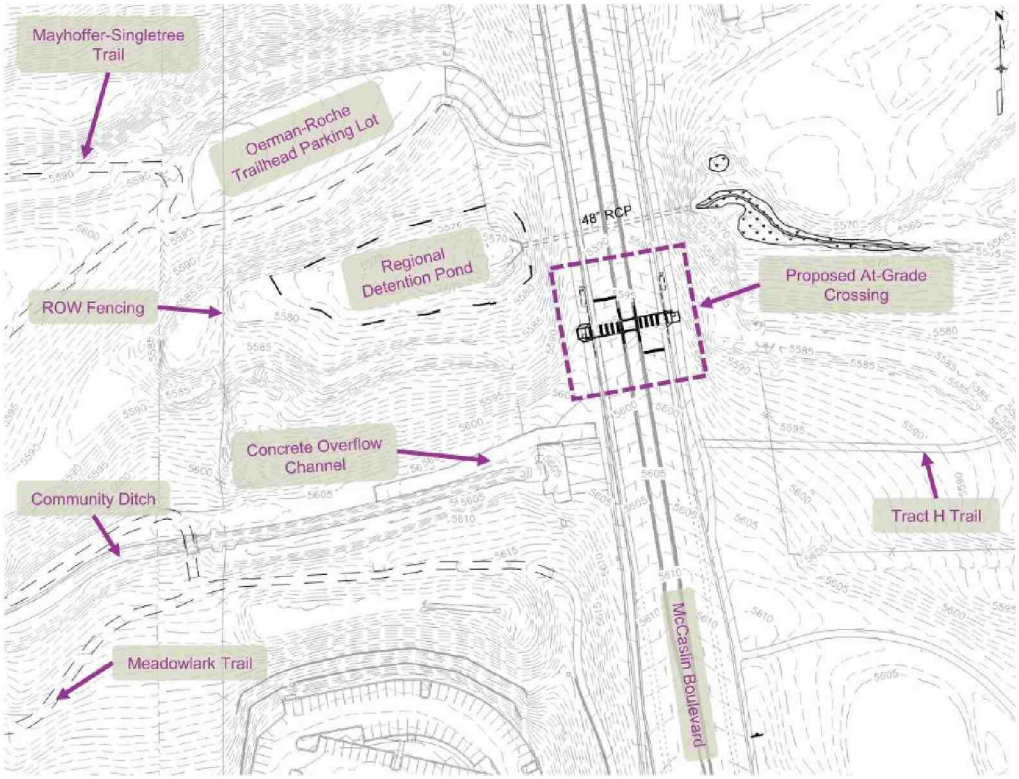
- Located within the northwest quadrant of the project area.

- Provides access to the Mayhoffer-Singletree Trail and the sidewalk on the west side of McCaslin.

Community Ditch

- The Community Ditch is a concrete-lined irrigation canal located west and south of the proposed at-grade crossing.
- The ditch water is collected in a headgate structure and piped diagonally southeast under McCaslin for the South Boulder and Coal Creek Irrigating Company (SBCC) and south along the west side of McCaslin for the Farmers Reservoir and Irrigation Company (FRICO).

Figure 2. Topographic Map



2.2 Existing Utilities

Similar in its importance as a transportation corridor for the Town of Superior, the McCaslin Boulevard right-of way serves as a significant corridor for public and private utilities. Most of the utilities within the project area are located under McCaslin and within its right-of-way. The existing underground utilities that pass through the project site include:

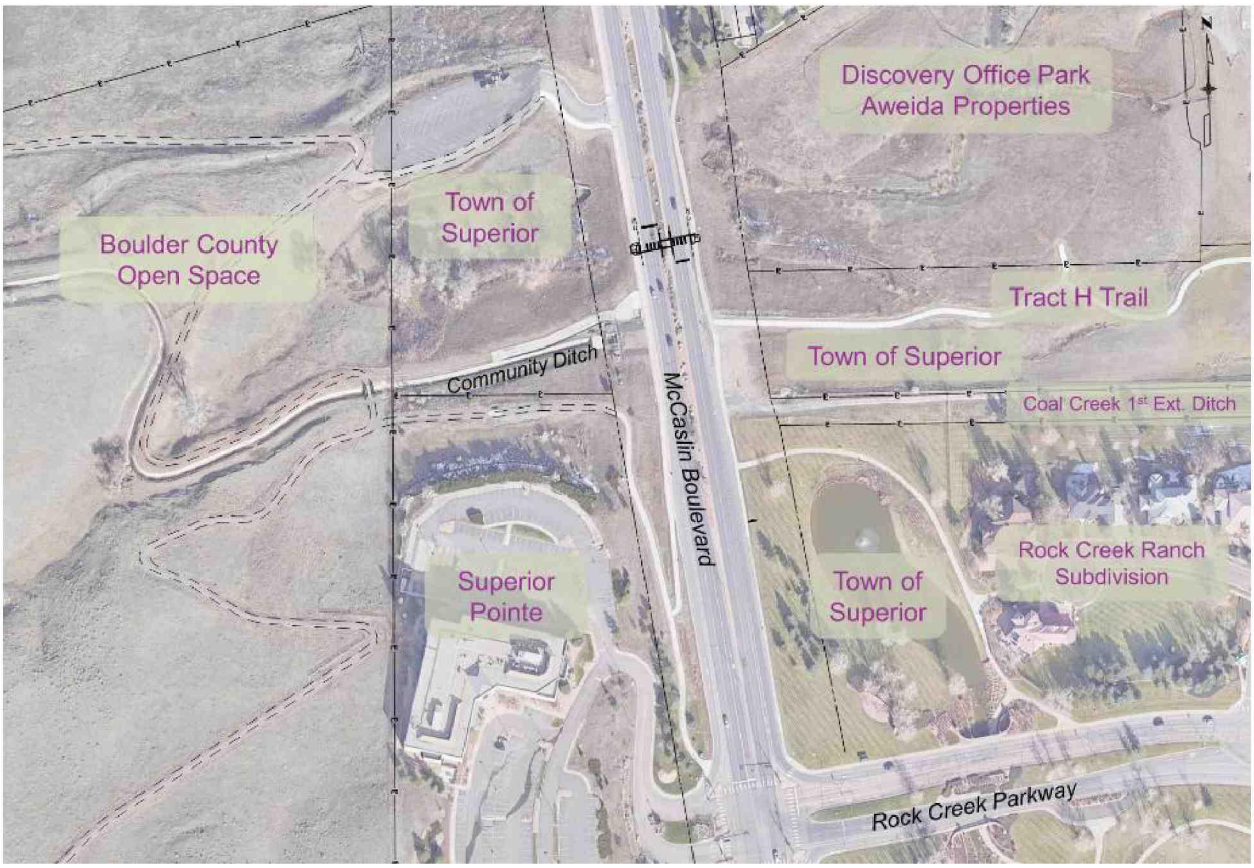
- Electric
- Fiber Optic/Communications
- Gas

- Irrigation Canal and Piping
- Storm Sewer
- Potable Water
- Reuse Water

2.3 Property Ownership

The proposed PHB crossing will be entirely within the existing ROW. While there are no ROW impacts, there will be visual impacts to some surrounding properties (see section 3.6). To better understand the property ownership within the project area, please review Figure 3 below.

Figure 3. Property Ownership Map



2.4 Environmental Conditions

Based on preliminary research performed by RockSol's environmental specialists, a programmatic Categorical Exclusion (CatEx) is anticipated for this project. Since the Town of Superior is pursuing state and federal grants to fund this project, CDOT is likely to be the regulating authority. Further coordination with CDOT will help determine if this level of NEPA clearance is appropriate.

2.5 Existing Drainage

Various drainage structures exist within the project limits, including a 48-inch culvert that passes under the roadway just south of the Oerman-Roche Trailhead parking lot. A drainage analysis is not considered necessary for this project.

2.6 Geological Conditions

Not a significant concern for this project. See previous underpass study for more information if desired.

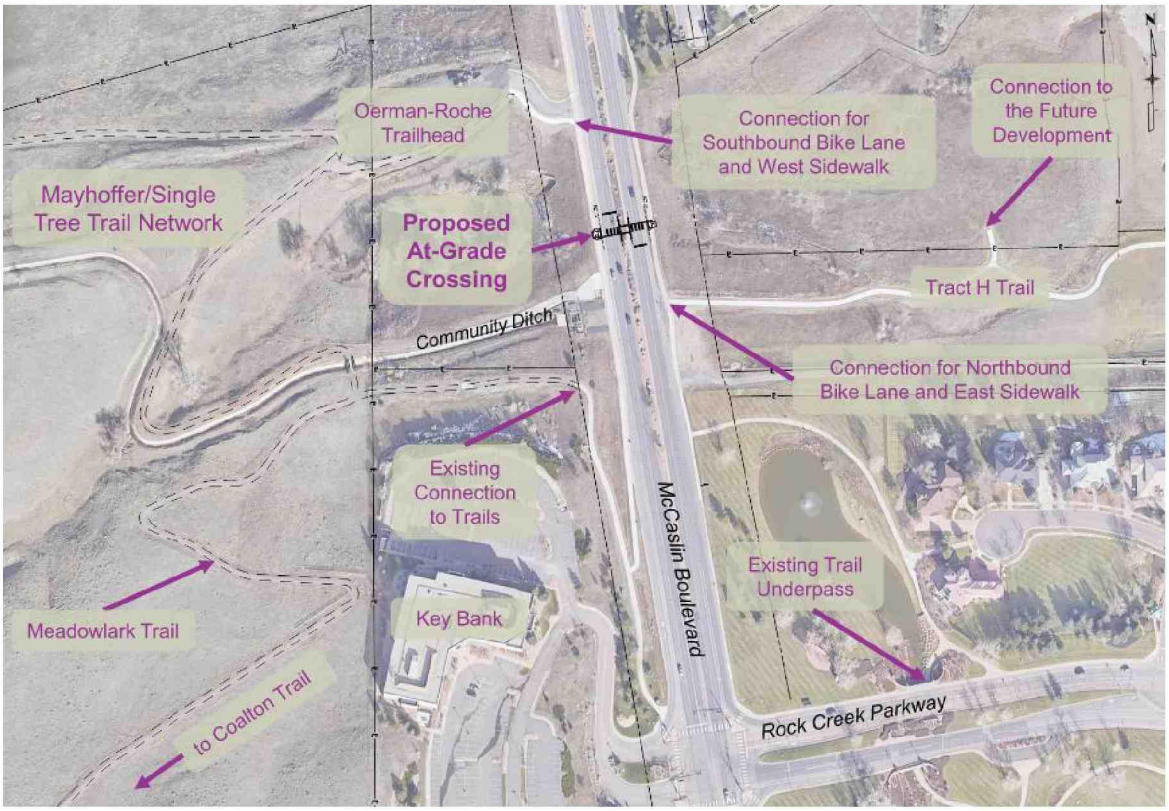
3.0 CONCEPTUAL DESIGN

Alignment alternatives were developed based on existing and proposed data. The proposed conceptual design is shown in Appendix A.

3.1 Feasible Alignment

The target alignment should be closest to Vista Corridor. However, there is a conflict with the Community Ditch facilities and easement on the west side of the roadway. The proposed location crossing is roughly 110 feet to the north of Vista Corridor.

Figure 4. Local Connections



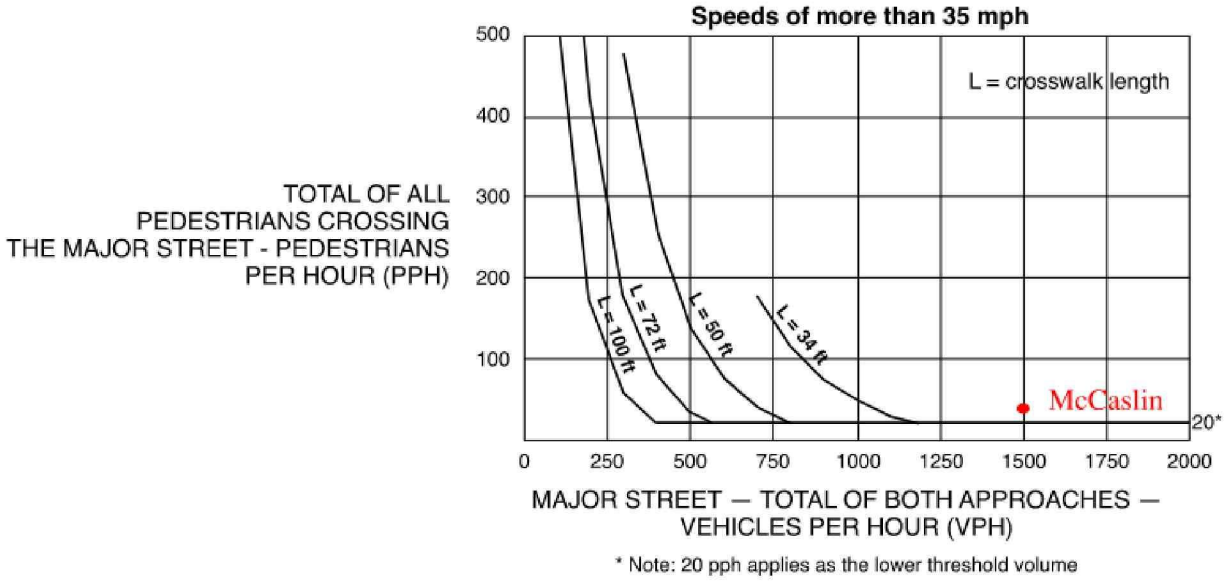
Local Connections
The proposed crossing would connect to other local pedestrian and bicycle facilities in the immediate area as described below and shown in Figure 4:

- McCaslin bike lanes and sidewalk via the Oerman-Roche Trailhead path connection to the Mayhoffer/Singletree Trail one the west side, and the Vista Corridor on the east side of McCaslin
- Rock Creek neighborhood/Purple Park trails via a proposed connection to the Vista Corridor
- Meadowlark Trail via Mayhoffer/Singletree connection

3.2 Crossing Treatment Analysis

The PHB device is discussed in chapter 4J of the MUTCD. This chapter presents the required technical features of the device and guidelines for selecting appropriate locations for installation. PHBs may be considered based on figure 5 below.

Figure 5. MUTCD Figure 4J-2



The plotted point shown in red above was determined by the following roadway features and usage projections. This result indicates that a PHB may be considered at this location.

Crosswalk length = 80 feet
Projected Daily Usage (Opening): Bicycle = 240; Pedestrian 60
Reference: DRCOG TIP FY 2024-27 Application – Boulder County Subregion
Assumed peak hour bike/ped volume: 10% of daily = 30
Assumed peak hour vehicular volume: 10% of daily = 1,500

Bike/Ped Safety Recommendations:

Provide a standard overhead PHB structure and devices per MUTCD standards, see example in Figure 6 below. Installation to include countdown pedestrian indications, advance warning signage (with optional warning beacon), and pavement striping (zebra crosswalk and stop bars). A conceptual plan of the proposed crossing and PHB device is shown as Appendix A. Visibility is limited due to 6% roadway grade but adequate based on sight distance exhibit (see Appendix B). Pedestrian to Vehicle (intersection sight distance) visibility is 721' facing north and 533' facing south. These values exceed the 500' desired at 45 mph (source: A Policy on Geometric Design of Highways and Streets, AASHTO). Vehicle to overhead signal heads will have a significantly greater sight distance than above.

Figure 6. Recent PHB Installation in nearby Louisville, CO



PROWAG requirements for ADA accessibility: See Appendix D – Curb Ramp Details for specific design of larger ramps to create appropriate landing area and ramp slopes.

3.3 Utility Impacts and Design

Utilities within the McCaslin corridor are expected to be protected in place for this project.

Community Ditch Overflow Pipe

- Avoid signal caisson placement near the 42" RCP.

Water

- Protect the existing 8-inch water line on the west side of McCaslin.
- Protect the 12-inch water line on the east side of McCaslin.

Irrigation/Reuse Water

- Lower the reuse water line in the McCaslin median, if required.
- Existing median irrigation lines will need to be restored where impacted by median modification for the crosswalk.

Roadway Closed Storm Sewer System: Protect in place.

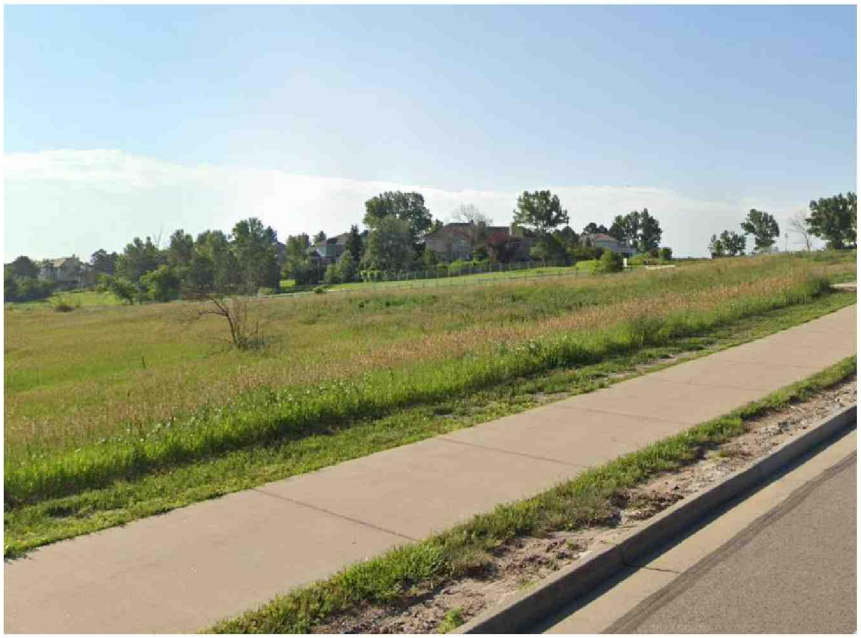
Dry Utilities – (Electric, Fiber Optic) – Force Account provided for possible minor adjustment around proposed signal poles.

3.5 Construction Traffic Phasing

Construction of the proposed at-grade crossing anticipates two phases to provide at least one traffic lane in both northbound and southbound directions along McCaslin. The proposed traffic plan does not reduce lanes or turning movements at the McCaslin/Rock Creek Parkway intersection. The proposed phasing will require removal and replacement of portions of the raised median. Please reference Appendix C for the traffic phasing plan.

3.6 Right-of-Way/Property Visual Impacts

While there are no ROW impacts, there is a concern regarding a potential visual impact from residential areas toward the mountains. The following photos show views facing southeast and east towards residential areas. The nearest houses are located southeast of the crossing and are at a slightly higher elevation. Houses located directly east are further away and the view would be roughly perpendicular to the proposed mast arms and signal heads. There is existing street lighting in the center median and the addition of the PHB will have a similar lighting impact. The other directions contain a commercial building and open space.



Looking southeast at proposed crossing



Looking east across McCaslin at proposed crossing

3.7 Stakeholder Outreach

Stakeholder Outreach was conducted for the previous underpass study. A stakeholder meeting is not planned as part of the crosswalk feasibility study.

4.0 COST ESTIMATE

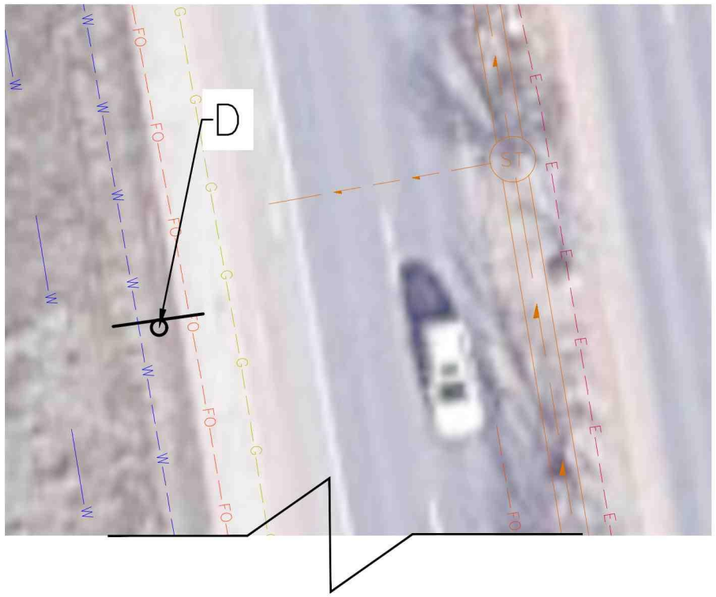
An Engineers Opinion of Probable Construction Cost (Conceptual level) was prepared based on the Conceptual Design. The estimated cost for the project was $370,000 based on current construction costs with an added 20% contingency, obtained primarily from review of CDOT Cost Data. Pricing should be reviewed and adjusted in the future as funding sources and project timing is developed. Please reference Appendix E for the Conceptual Construction Cost Estimate.

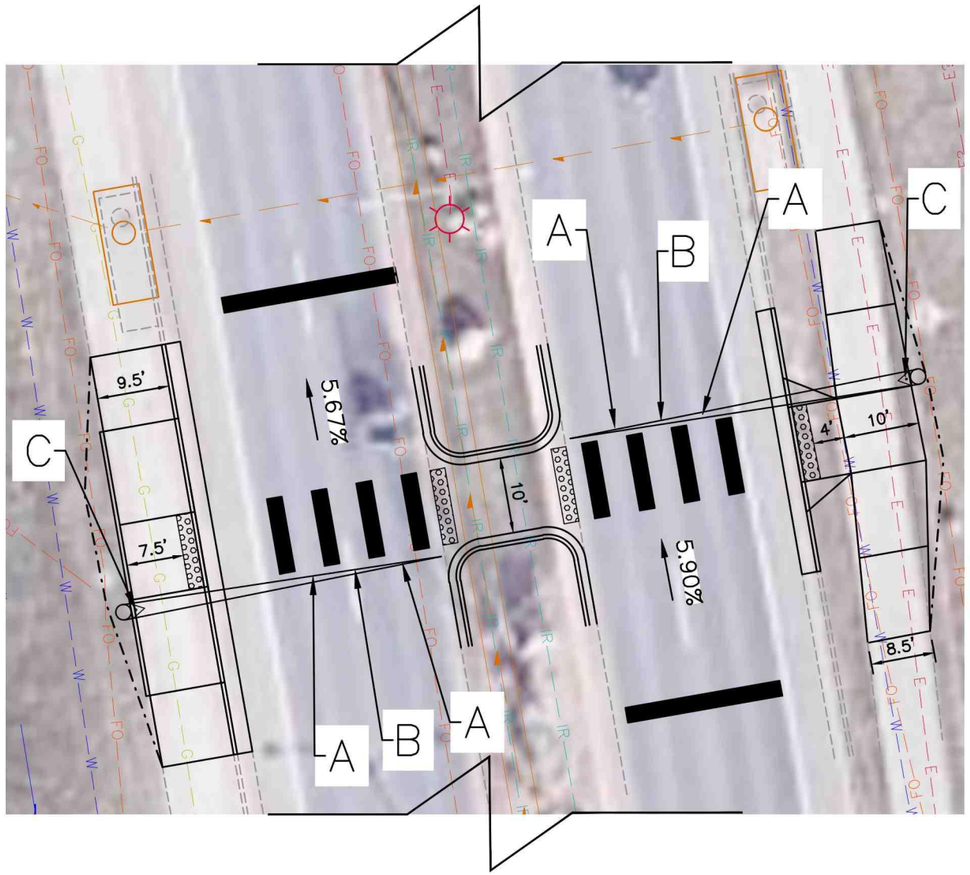
5.0 CONCLUSIONS

The construction of the McCaslin at-grade crossing as shown on the plans was evaluated and found to be feasible from an engineering perspective, and attainable with conventional construction methods.

6.0 APPENDIX

Appendix A: PHB Crossing Plan
Appendix B: PHB Sight Distance Exhibit
Appendix C: PHB Crossing Traffic Phasing Plan
Appendix D: Curb Ramp Details
Appendix E: Conceptual Construction Cost Estimate

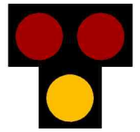




0 10 20
SCALE IN FEET

N

A



B



R10–23

C



R10–3

D



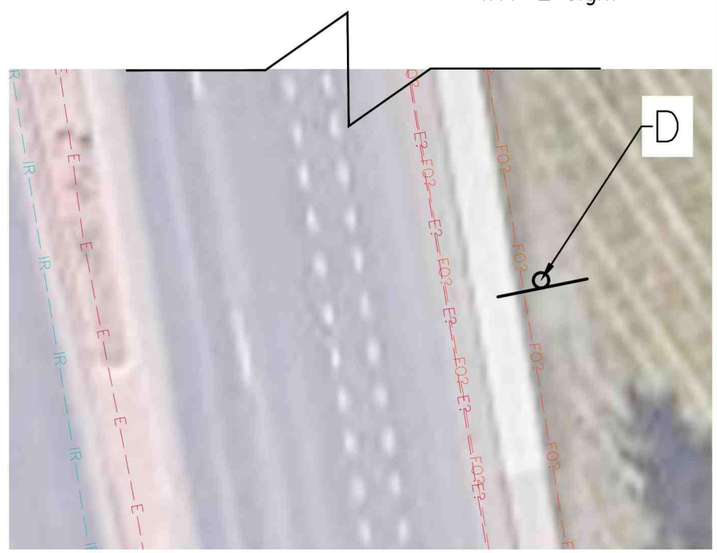
W11–2



W16–9P

Installed 450' from crossing.

A warning beacon may be installed to supplement the W11–2 sign.



All seals for this set of drawings are applied to the cover page(s)

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File Name: PL-001 PHB CROSSING PLAN.DWG
Horiz. Scale: 1"=20' Vert. Scale: N/A

RockSol Consulting Group, Inc.
12076 Grant Street
Thornton, CO 80241
Ph: (303) 962-9300
Fax: (303) 962-9350

Sheet Revisions

Date	Comments	Initials

Town of Superior℠

As Constructed

No Revisions:
Revised:
Void:

MCCASLIN BLVD PEDESTRIAN CROSSING CONCEPTUAL PLAN

Designer: D. Schuler
Detailer: A. Osborne
Sheet Subset: PLAN
Structure Numbers:
Subset Sheets: 1 of 1

Project No.

Drawing Number PL–001
Sheet Number

Plot Date:10/9/2024 4:10 PM Plotted By: April Osborne
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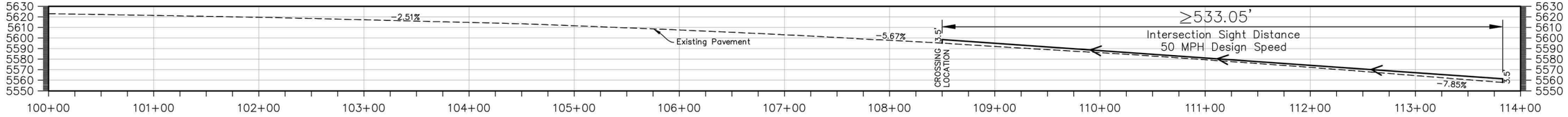
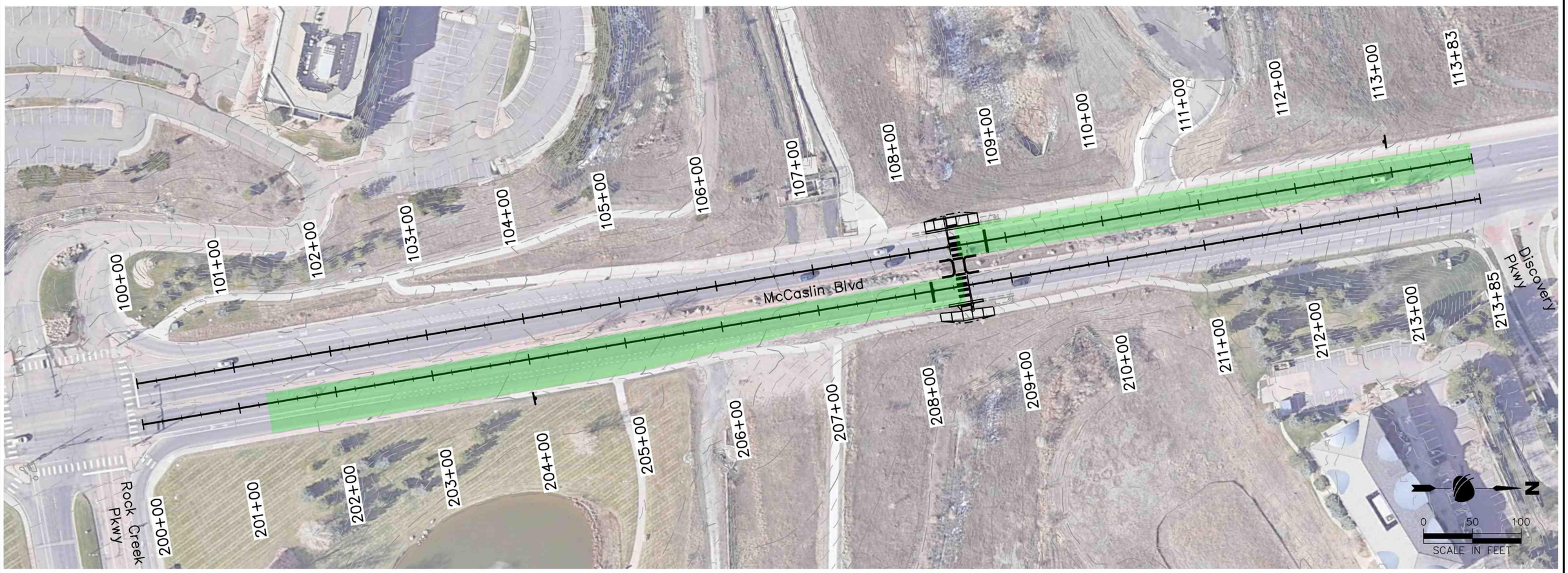
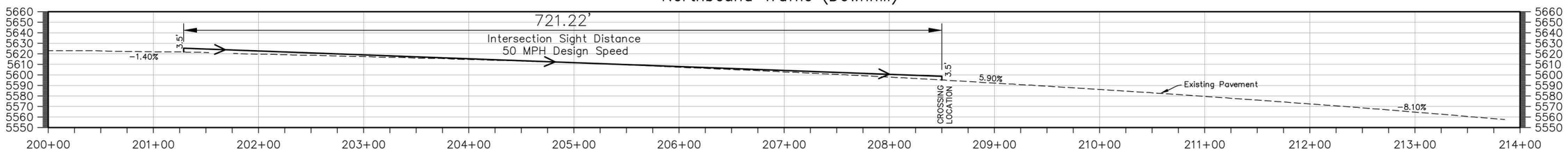
Southbound Traffic (Uphill)





Northbound Traffic (Downhill)



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Horiz. Scale: 1"=100' Vert. Scale: 1"=100'

RockSol Consulting Group, Inc.
12076 Grant Street
Thornton, CO 80241
Ph: (303) 962-9300
Fax: (303) 962-9350

Sheet Revisions

Date	Comments	Initials

Town of Superior℠

As Constructed

No Revisions:
Revised:
Void:

MCCASLIN BLVD PEDESTRIAN CROSSING SIGHT DISTANCE EXHIBIT

Designer: D. Schuler
Detailer: A. Osborne
Sheet Subset: ISD
Structure Numbers:
Subset Sheets: 1 of 1

Project No.

Drawing Number SD-001
Sheet Number

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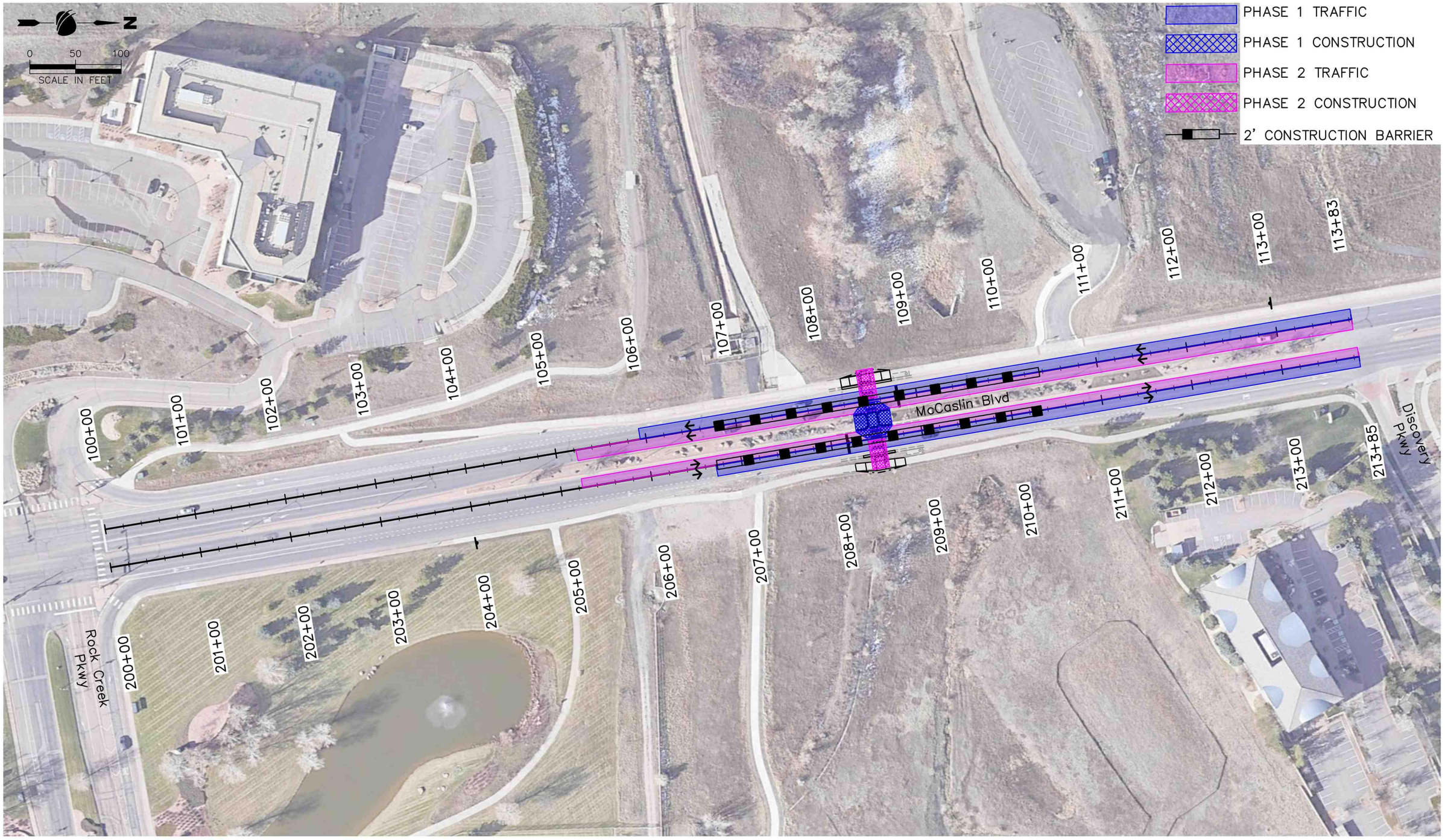

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Print Date: 10/9/2024

File Name: PH-001 PHB CROSSING PHASING PLAN.DWG

Horiz. Scale: 1"=100' Vert. Scale: N/A

RockSol Consulting Group, Inc.
12076 Grant Street
Thornton, CO 80241
Ph: (303) 962-9300
Fax: (303) 962-9350

Sheet Revisions

Date	Comments	Initials

Town of Superior SM

As Constructed

No Revisions:

Revised:

Void:

MCCASLIN BLVD PEDESTRIAN CROSSING PHASING PLAN

Designer: D. Schuler
Detailer: A. Osborne
Sheet Subset: PHASING
Structure Numbers:
Subset Sheets: 1 of 1

Project No.

Drawing Number PH-001

Sheet Number

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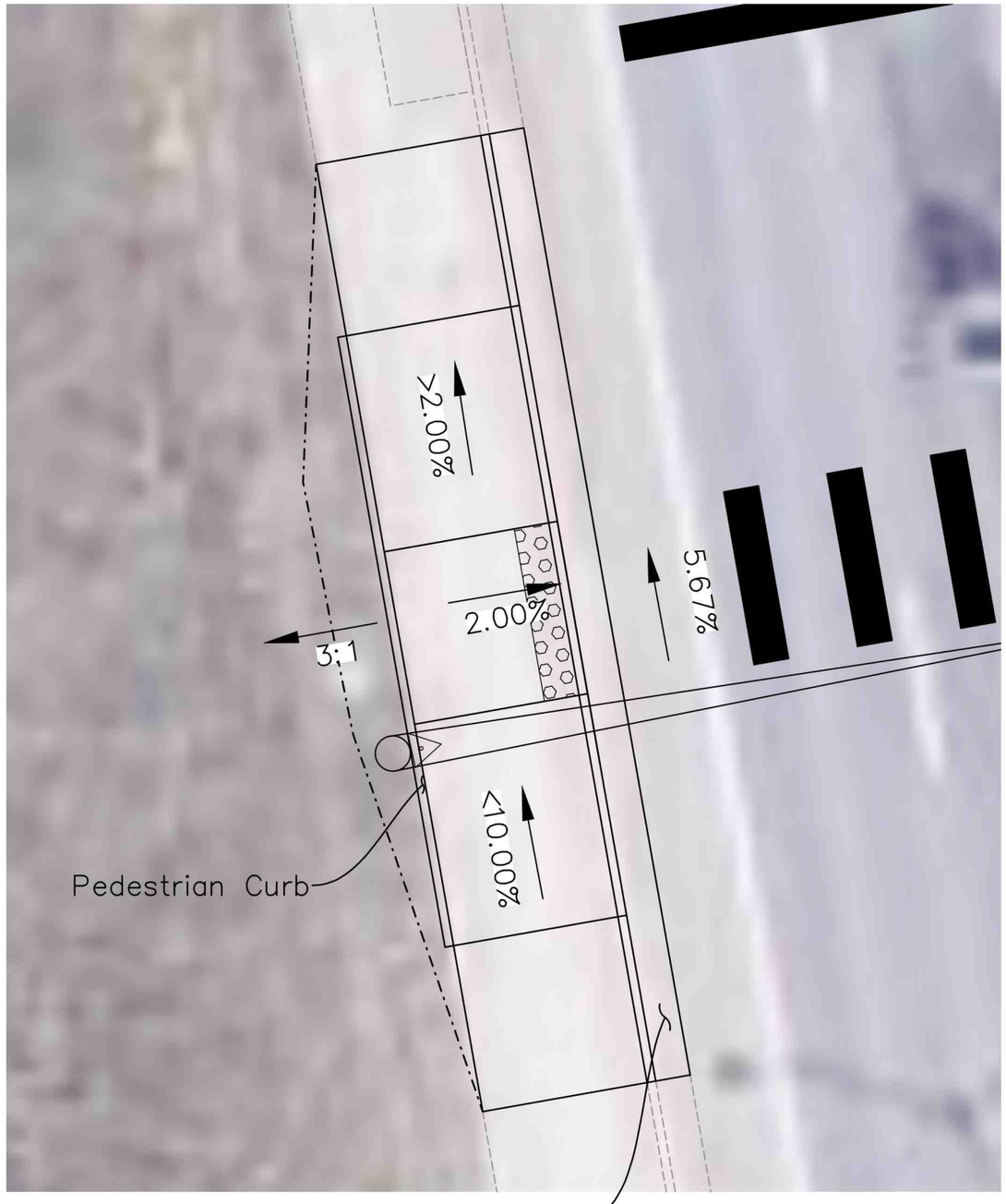

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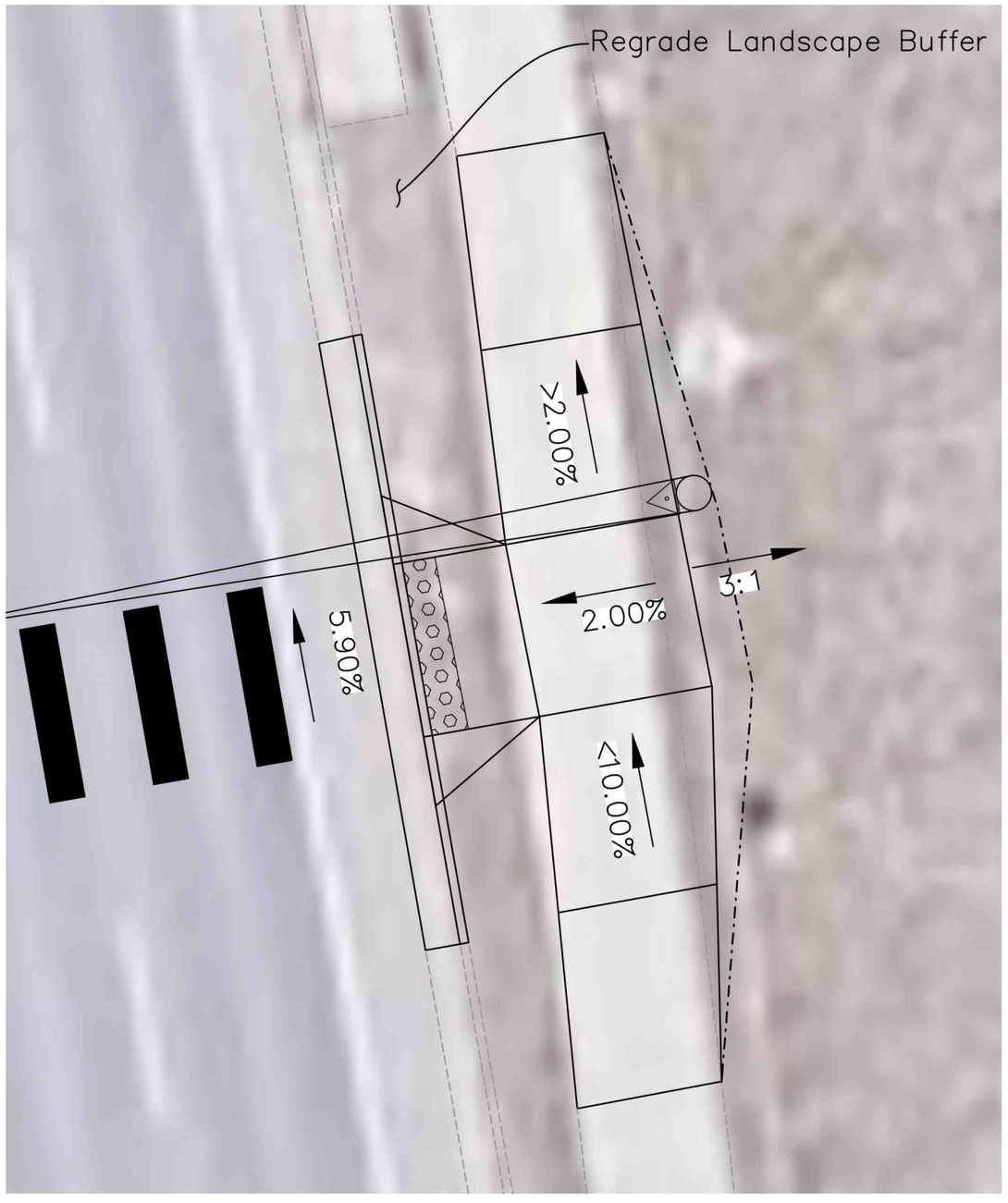

N.T.S.

All seals for this set of drawings are applied to the cover page(s)

Print Date: 10/9/2024
File Name: DET-001 CURB RAMP DETAILS.DWG
Horiz. Scale: 1"=5' Vert. Scale: N/A

RockSol Consulting Group, Inc.
12076 Grant Street
Thornton, CO 80241
Ph: (303) 962-9300
Fax: (303) 962-9350

Sheet Revisions

Date	Comments	Initials

Town of Superior SM

As Constructed

No Revisions:
Revised:
Void:

MCCASLIN BLVD PEDESTRIAN CROSSING CURB RAMP DETAILS

Designer: D. Schuler
Detailer: A. Osborne
Sheet Subset: DETAIL
Structure Numbers:
Subset Sheets: 1 of 1

Project No.

Drawing Number DET-001
Sheet Number

Plot Date:10/9/2024 6:16 PM Plotted By: April Osborne
R:\JO-PROJECTS\ACTIVE PROJECTS\83602_TOWN OF SUPERIOR MCCASLIN BLVD PEDESTRIAN CROSSING\800_COMPUTER DESIGN FILES\802_SHEET FILES\DET-001 CURB RAMP DETAILS.DWG

McCaslin Blvd Pedestrian Crossing
Conceptual Construction Cost Estimate

ITEM NO.	ITEM	UNIT	QTY	UNIT PRICE	COST
201-00000	Clearing and Grubbing	LS	1	$2,500.00	$2,500.00
202-00200	Removal of Sidewalk	SY	110	$30.00	$3,300.00
202-00203	Removal of Curb and Gutter	LF	170	$30.00	$5,100.00
202-00190	Removal of Concrete Median Cover Material	SY	20	$120.00	$2,400.00
203-00060	Embankment Material (Complete In Place)	CY	8	$50.00	$400.00
203-01597	Potholing	HR	4	$300.00	$1,200.00
203-01620	Sweeping	HR	8	$150.00	$1,200.00
403-00721	Hot Mix Asphalt (Patching) (Asphalt)	SY	20	$55.00	$1,100.00
503-00036	Drilled Shaft (36 Inch)	LF	30	$665.00	$19,950.00
608-00000	Concrete Sidewalk	SY	43	$120.00	$5,160.00
608-00010	Concrete Curb Ramp	SY	110	$200.00	$22,000.00
609-21010	Curb and Gutter Type 2 (Section I-B)	LF	80	$35.00	$2,800.00
609-21020	Curb and Gutter Type 2 (Section II-B)	LF	90	$40.00	$3,600.00
610-00110	Median Edging	LF	80	$100.00	$8,000.00
614-00214	Steel Signpost & Panel (advanced warning signs)	EA	2	$500.00	$1,000.00
614-80004	Flashing Beacon (Solar - for advanced warning)	EA	2	$1,000.00	$2,000.00
614-81145	Traffic Signal-Light Pole Steel (45-55 Foot Mast Arms)	EA	2	$34,000.00	$68,000.00
614	Pedestrian Hybrid Beacon Signal - All Electronic Devices		1	$50,000.00	$50,000.00
625-00000	Construction Surveying	LS	1	$10,000.00	$10,000.00
626-00000	Mobilization	LS	1	$25,000.00	$25,000.00
627-30210	Thermoplastic Pavement Marking (Xwalk-Stopline)	SF	250	$50.00	$12,500.00
630	Traffic Control	LS	1	$30,000.00	$30,000.00
700-90026	F/A Landscaping	FA	1	$7,500.00	$7,500.00
700-90090	F/A Electrical Service	FA	1	$12,000.00	$12,000.00
700-70230	F/A Communication Lines (minor adjustment)	FA	1	$5,000.00	$5,000.00
700-70380	F/A Erosion Control	FA	1	$5,000.00	$5,000.00
				SUB-TOTAL	$306,710.00
				Contingency 20%	$61,342.00
				TOTAL	$368,052.00
				TOTAL (Rounded)	$370,000.00

Item Number 5f

Information for Meeting of the Superior Town Council

Agenda Item Name:	**Consideration of Amending an Ordinance, Article III of Chapter 8 Regarding Electric-Powered Vehicles**
Meeting Date:	**October 13, 2025**
Presented by:	**Dave Salaman, Sgt. Boulder County Sheriff's Office** **Nicholas Hartman, Town Attorney**
Presented for:	**Action**

Background

The purpose of this memo is to present for your consideration an updated ordinance repealing and reenacting Article III of Chapter 8 of the Superior Municipal Code, concerning the regulation of electric-powered vehicles, including electric-assisted bicycles and lightweight electric vehicles.

In response to the growing use of electric-powered personal transportation devices and in alignment with regional practices, Nicholas Hartman and Sgt. Salaman have prepared a revised ordinance to clarify where and how these vehicles may be operated within the Town of Superior. The proposed changes aim to enhance public safety, ensure consistency with neighboring jurisdictions, and provide clear guidance to users.

Summary of Key Changes

- Definitions Updated: The ordinance introduces clear definitions for Class 1, Class 2, and Class 3 electric-assisted bicycles, as well as lightweight electric vehicles (e.g., electric scooters, skateboards, and unicycles).
- Permitted Use Areas:
    - Class 1 and 2 e-bikes may operate where bicycles are allowed, including designated trails.
    - Class 3 e-bikes are restricted to roadways and bike lanes only.
    - Lightweight electric vehicles are permitted in the same areas as Class 1 e-bikes.
- Speed Limits: A 15 mph speed limit is imposed on sidewalks, multi-use paths, and trails for Class 1 and 2 e-bikes and lightweight electric vehicles.

- Age Restriction: Operators of Class 3 e-bikes must be at least 16 years old.
- Penalties: Violations are subject to the same penalties as other vehicle infractions, with the exception of point assessments under C.R.S. § 42-2-127.

Budget Implications

None

Recommendation

Approval of the Ordinance.

Motion

Move to approve an ordinance amending Section 1 Article III of Chapter 8 of the Superior Municipal Code regarding the Electric-Powered Vehicles.

Attachments

- Ordinance

TOWN OF SUPERIOR
ORDINANCE NO. O-17
SERIES 2025

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR REPEALING AND REENACTING ARTICLE III OF CHAPTER 8 OF THE SUPERIOR MUNICIPAL CODE REGARDING ELECTRIC-POWERED VEHICLES

WHEREAS, the Town desires to regulate electric-powered vehicles in the Town in general conformance with neighboring jurisdictions; and

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

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

Section 1. Article III of Chapter 8 of the Superior Municipal Code is hereby repealed in its entirety and reenacted to read as follows:

ARTICLE III
ELECTRIC-POWERED VEHICLES

Sec. 8-3-10. – Definitions.

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

Electric-assisted bicycle means a vehicle having two tandem wheels, or two parallel wheels, and one forward wheel, fully operable pedals and an electric motor not exceeding seven hundred fifty (750) watts of power.

(1) *Class 1 electric-assisted bicycle* means an electric-assisted bicycle equipped with an electric motor that provides assistance only when the operator is pedaling, and that ceases to provide assistance when the bicycle reaches a speed of twenty (20) miles per hour.

(2) *Class 2 electric-assisted bicycle* means an electric-assisted bicycle equipped with an electric motor that provides assistance regardless of whether the operator is pedaling, and that ceases to provide assistance when the bicycle reaches a speed of twenty (20) miles per hour.

(3) *Class 3 electric-assisted bicycle* means an electric-assisted bicycle equipped with a motor that provides assistance only when the operator is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of twenty-eight (28) miles per hour.

Lightweight electric vehicle means any device capable of moving itself, or of being moved, from place to place upon wheels and that is powered by an electric motor and weighs less than one hundred (100) pounds, including without limitation an electric scooter, electric skateboard, electric unicycle, and self-balancing single-wheel electric personal transport board, but excluding any electric-assisted bicycle, motorcycle, or low-power scooter, that has a maximum speed of twenty (20) miles per hour on a paved level surface when powered solely by the electric motor.

Sec. 8-3-20. – Electric-assisted bicycles.

(a) *Operation.*

(1) Class 1 and Class 2 electric-assisted bicycles may be operated in all locations where bicycles are allowed, including without limitation roadways, bicycle lanes, sidewalks, multi-use paths and trails; provided, however, that Class 1 and Class 2 electric-assisted bicycles may only be operated on trails that have been specifically designated as allowing electric-assisted bicycles.

(2) A Class 3 electric-assisted bicycle may be operated on roadways or bicycle lanes, but shall not be operated on any multi-use paths or trails, regardless of any designation allowing electric-assisted bicycles.

(3) No electric-assisted bicycle shall be ridden by more than one individual unless designed to carry multiple individuals.

(b) *Speed limit.* It is unlawful to operate a Class 1 or Class 2 electric-assisted bicycle at a speed in excess of fifteen (15) miles per hour on any sidewalk, multi-use path or any trail that allows electric-assisted bicycles. Operators of all classes of electric-assisted bicycles on roadways or in bicycles lanes shall adhere to posted speed limits.

(c) *Rights and privileges.*

(1) Except as otherwise provided in this Article, an electric-assisted bicycle and the operator of an electric-assisted bicycle have all the rights and privileges, and are subject to all the duties, of a bicycle and the operator of a bicycle.

(2) An operator of a Class 3 electric-assisted bicycle must be at least sixteen (16) years of age, in addition to all other requirements of state law.

Sec. 8-3-30. – Lightweight electric vehicle.

(a) *Operation.*

(1) A lightweight electric vehicle may be operated in all locations where Class 1 electric-assisted bicycles are allowed, including without limitation roadways, bicycle lanes, sidewalks, multi-use paths and trails.

(2) No lightweight electric vehicle shall be ridden by more than one individual unless designed to carry multiple individuals.

(b) *Speed limit.* It is unlawful to operate a lightweight electric vehicle at a speed in excess of fifteen (15) miles per hour on any sidewalk, multi-use path or any trail that allows lightweight electric vehicles. Operators of all classes of lightweight electric vehicles on roadways or in bicycles lanes shall adhere to posted speed limits.

Sec. 8-3-40. – Penalty.

A person riding an electric-assisted bicycle or lightweight electric vehicle who violates this Article shall be subject to the same penalties as if the person were driving any other vehicle; except that C.R.S. § 42-2-127 shall not apply.

Section 2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one or part or parts be declared unconstitutional or invalid.

Section 3. Safety. This Ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

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

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

_____
Mark Lacis, Mayor

ATTEST:

_____
Shannon Dujardin, Town Clerk

Item Number 5g

Information for Meeting of the Superior Town Council

Agenda Item Name: **Resolution – Approving the Purchase of Fleet Vehicle for the Parks, Recreation, & Open Space Department**

Meeting Date: **October 13, 2025**

Presented by: **Jordan Hayes, Project Manager**

Presented for: **Action**

BACKGROUND

Parks, Recreation, and Open Space staff currently shares use of a 2018 Jeep that is due for replacement this year. Staff identified the need to tow the events trailer with the new fleet vehicle in order to avoid borrowing trucks from the Open Space Ranger or Parks Technicians who need access to their fleet vehicles daily to complete necessary tasks. This purchase also provides a unique opportunity to reach a sustainability goal by selecting an all-electric vehicle with the required towing capacity and cargo flexibility of a truck for other staff needs. PROS staff worked with the Sustainability team to identify the vehicle which best meets our needs – the 2025 Ford F150 Lightening Pro.

BUDGET IMPLICATIONS

The funds to purchase the fleet vehicle are available in the PROS CIP Budget. The Vehicle Replacement fund 42-426-6300 will fund the majority of the purchase with the remaining balance covered through savings in other CIP lines, including Town Fence Maintenance and Dog Park Maintenance. The purchase of the ATV that was originally scheduled for this year is being deferred to 2026 or later as this piece of equipment remains in good condition and does not yet need to be replaced.

Vehicle Replacement Budget

Item	Year	Budget Amount	Cost	Funds Available
2025 Ford F150 Lightning Pro	2025	$60,000	$54,452.20	$55,000

RECOMMENDATION

Based on the needs of staff and established sustainability goals, staff recommend purchasing the 2025 Ford Lightning PRO from Ken Garff Ford Fort Collins in the amount of $54,452.20

MOTION

Move to adopt a Resolution approving the purchase of a fleet vehicle from Garff Ford Fort Collins in the amount of $54,452.20

ATTACHMENTS

- Resolution
- Buyer's Order – Ken Garff Ford

Town of Superior
Resolution Number R-77
Series 2025

A Resolution of the Town Council of the Town of Superior approving the purchase of a 2025 Ford F-150 Lightning Pro 4WD SuperCrew from Ken Garff Ford Fort Collins for the use by the Town's Parks, Recreation and Open Space Department

Whereas, the Town Parks, Recreation and Open Space Department ("PROS") desires to replace an existing fleet vehicle with an all-electric fleet vehicle with towing capacity; and

Whereas, the Town Council finds it is in the best interest of the public health, safety and welfare of the Town to purchase a 2025 Ford F-150 Lightning Pro 4WD SuperCrew from Ken Garff Ford Fort Collins for use by PROS.

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 purchase of a 2025 Ford F-150 Lightning Pro 4WD SuperCrew from Ken Garff Ford Fort Collins for $54,452.20, and authorizes Town staff to execute any documents necessary to complete the purchase on behalf of the Town.

Adopted this 13 of October, 2025.

_____

Mark Lacis, Mayor

Attest:

_____

Shannon Dujardin, Town Clerk

Ken Garff Ford Ft. Collins
4809 S College Ave
Fort Collins , Larimer, CO 80525

Deal #
123750

Felipe Rodriguez
Contact Sales: FR

Jordan Hayes
+1-(404) 277 - 9965 | jordanh@superiorcolorado.gov
124 E Coal Creek Dr, Superior, CO 80027

2025 Ford F-150 Lightning
Pro 4WD SuperCrew 5.5' Box

VIN : 1FT6W1BM3SWG13373 | Stock # : SWG13373
Mileage : 5 mi
Color : OXFORD WHITE

	Cash
$0.00 Customer Cash	$54,452.20

Payment Detail

Retail Price	$57,895.00
Dealer Discount	$3,749.00
Rebates	$500.00
Your Price	$53,646.00
Total Savings	$4,249.00
DMV/Registration	$7.20
Doc Fee	$799.00
Taxes 0	$0.00
Total Amount Due	$54,452.20

CHECK AMOUNT

X
Customer Signature & Date

X
Ryan Stepisnik - Manager Signature & Date

Payments offered here are all subject to final credit and loan approval from a lending institution. The Retail Price includes accessories and products that must be purchased with the vehicle, but does not include accessories and products you choose to purchase, applicable taxes and licensing fees, a documentary fee, licensing fees. Leases may require an additional cash payment for a Security Deposit. At the end of the lease term, the lessee is responsible for any mileage exceeding the amount specified in the lease agreement, a disposition fee, and any charges for wear and tear on the vehicle as outlined in the lease documents. All prices, specifications, and availability are subject to change without notice.

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ford.com

VEHICLE DESCRIPTION

F-150 LIGHTNING

SW G13373

2025 F-150 4X4 SUPERCREW
145" WHEELBASE
131KWH EXT BAT-DUAL CHGR
SINGLE-SPEED TRANSMISSION

EXTERIOR
OXFORD WHITE
INTERIOR
MED DARK SLATE VINYL BUCKET

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

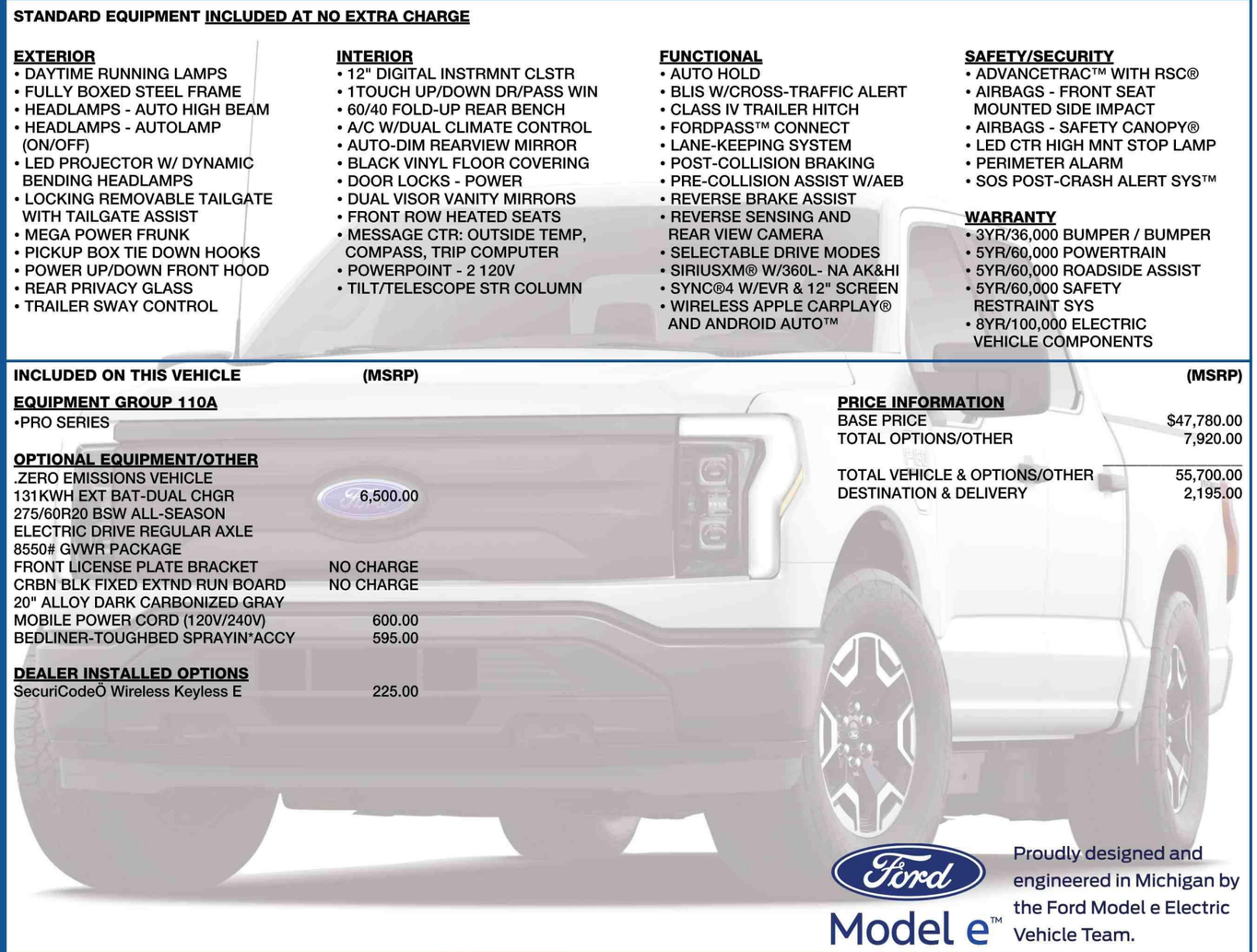
EXTERIOR
- DAYTIME RUNNING LAMPS
- FULLY BOXED STEEL FRAME
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - AUTOLAMP (ON/OFF)
- LED PROJECTOR W/ DYNAMIC BENDING HEADLAMPS
- LOCKING REMOVABLE TAILGATE WITH TAILGATE ASSIST
- MEGA POWER FRUNK
- PICKUP BOX TIE DOWN HOOKS
- POWER UP/DOWN FRONT HOOD
- REAR PRIVACY GLASS
- TRAILER SWAY CONTROL

INTERIOR
- 12" DIGITAL INSTRMNT CLSTR
- 1TOUCH UP/DOWN DR/PASS WIN
- 60/40 FOLD-UP REAR BENCH
- A/C W/DUAL CLIMATE CONTROL
- AUTO-DIM REARVIEW MIRROR
- BLACK VINYL FLOOR COVERING
- DOOR LOCKS - POWER
- DUAL VISOR VANITY MIRRORS
- FRONT ROW HEATED SEATS
- MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER
- POWERPOINT - 2 120V
- TILT/TELESCOPE STR COLUMN

FUNCTIONAL
- AUTO HOLD
- BLIS W/CROSS-TRAFFIC ALERT
- CLASS IV TRAILER HITCH
- FORDPASS™ CONNECT
- LANE-KEEPING SYSTEM
- POST-COLLISION BRAKING
- PRE-COLLISION ASSIST W/AEB
- REVERSE BRAKE ASSIST
- REVERSE SENSING AND REAR VIEW CAMERA
- SELECTABLE DRIVE MODES
- SIRIUSXM® W/360L- NA AK&HI
- SYNC®4 W/EVR & 12" SCREEN
- WIRELESS APPLE CARPLAY® AND ANDROID AUTO™

SAFETY/SECURITY
- ADVANCETRAC™ WITH RSC®
- AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- LED CTR HIGH MNT STOP LAMP
- PERIMETER ALARM
- SOS POST-CRASH ALERT SYS™

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 5YR/60,000 SAFETY RESTRAINT SYS
- 8YR/100,000 ELECTRIC VEHICLE COMPONENTS



INCLUDED ON THIS VEHICLE

	(MSRP)
EQUIPMENT GROUP 110A	
•PRO SERIES	
OPTIONAL EQUIPMENT/OTHER	
.ZERO EMISSIONS VEHICLE	
131KWH EXT BAT-DUAL CHGR	6,500.00
275/60R20 BSW ALL-SEASON	
ELECTRIC DRIVE REGULAR AXLE	
8550# GVWR PACKAGE	
FRONT LICENSE PLATE BRACKET	NO CHARGE
CRBN BLK FIXED EXTND RUN BOARD	NO CHARGE
20" ALLOY DARK CARBONIZED GRAY	
MOBILE POWER CORD (120V/240V)	600.00
BEDLINER-TOUGHBED SPRAYIN*ACCY	595.00
DEALER INSTALLED OPTIONS	
SecuriCodeÖ Wireless Keyless E	225.00

PRICE INFORMATION

	(MSRP)
BASE PRICE	$47,780.00
TOTAL OPTIONS/OTHER	7,920.00
TOTAL VEHICLE & OPTIONS/OTHER	55,700.00
DESTINATION & DELIVERY	2,195.00

Ford Model e™ Proudly designed and engineered in Michigan by the Ford Model e Electric Vehicle Team.

RAMP ONE: CY08

RAMP TWO:

CONVOY

ITEM #: 56-F017 O/T 60

TOTAL MSRP $57,895.00

Ford Credit Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

SPECIAL ORDER
SD231 N RB 2X 555 008799 04 23 25

EPA DOT Fuel Economy and Environment

Electric Vehicle

Fuel Economy

70 MPGe combined city/hwy

78 city | 63 highway | 48 kW-hrs per 100 miles

Standard Pickup Trucks range from 12 to 87 MPGe. The best vehicle rates 140 MPGe.

Driving Range
When fully fueled, vehicle can travel about...
0 60 120 180 240 300 **320** miles
Charge Time: 10.1 hours (240V)

You save **$3,750** in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost **$1,150**

Fuel Economy & Greenhouse Gas Rating (tailpipe only): 9 (1 – 10, Best)

Smog Rating (tailpipe only): 10 (1 – 10, Best)

This vehicle emits 0 grams CO_2 per mile. The best emits 0 grams per mile (tailpipe only). Does not include emissions from generating electricity, learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs $9,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $.16 per kW-hr. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code™

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★
Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash Driver ★★★★ Passenger ★★★★
Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Side Crash Front seat ★★★★★ Rear seat ★★★★★
Based on the risk of injury in a side impact.

Rollover ★★★★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

2023 MOTORTREND TRUCK OF THE YEAR®

2023 NORTH AMERICAN TRUCK OF THE YEAR

The FordPass Connect™ modem is active and sending vehicle data (e.g., diagnostics) to Ford. See in-vehicle Settings for connectivity options.

FordPass Connect™ service and FordPass™ App required for certain remote features (see App Terms for more information). Connected service and related feature functionality is subject to compatible AT&T-network availability. Evolving technology / cellular networks may affect functionality and availability, or continued provision of some features, prohibiting them from functioning. Message and data rates may apply. See your local Ford website for our privacy policy.

1FT6W1BM3SWG13373

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For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

SCAN OR TEXT 1FSWG13373 TO 48028

Msg & Data rates may apply. Text HELP for help

www.ford.com/help/privacy-terms/

Item Number 6

Information for Meeting of the Superior Town Council

Agenda Item Name: **Public Hearing and Approval - Three (3) Resolutions Approving FY 2026 Town Budget**

Meeting Date: **October 13, 2025**

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

Presented for: **Discussion and Action**

BACKGROUND

The proposed FY 2026 budget and 2026 – 2030 financial plan is the result of an effort on the part of the entire Town. First, beginning in May, preliminary revenue and expense estimates were prepared by each Department, and then reviewed by the staff's Budget Review Committee (BRC), consisting of the Accounting Manager and Finance Director. The BRC concluded its review of the departmental submissions, including the input of our various advisory groups. The Town Manager, BRC and the remainder of the management team then collectively finalized the proposed budget documents.

The proposed FY 2026 - 2030 budget was provided to the Board on August 15th. The Board reviewed the proposed budget September 10th and September 18th.

SUMMARY OF EXPENSES

The Board will find attached the proposed FY 2026 budgets for the Town of Superior (Superior). Total expenses for each of these budgets are summarized below:

General Fund	$22,836,884
Conservation Trust	150,000
Landscape Fee	2,571,519
Marshall Fire Recovery	820,000
Open Space	2,530,644
Open Space Debt Service	661,443

Capital Improvement	5,366,500
Capital Improvement 2025	14,240,000
Capital Improvement 2025 Debt	1,200,925
Trash and Recycling	413,000
	$50,790,915

Comparatively, budgeted expenditures in FY 2025 equaled $36,938,871. The majority of the 2026 budget increase comes from the new Capital Improvement 2025 and Capital Improvement 2025 Debt Funds, the majority coming from projects from the bond proceeds and the debt payments on the new debt issue. Another increase in 2026 is Open Space Fund for the purchase of a property.

Staffing Summary

The proposed FY 2026 budget includes the following new positions:

Full-time:

- Admin – IT Technician (Part-Time position moving to Full-Time)
- Communications – Communications Specialist (P-T position moving to F-T)
- PROS – Rec Coordinator Facility Programs (P-T position moving to F-T)
- PROS – Event Coordinator

Part-time:

- Admin – Code Enforcement Officer
- PROS – Open Space Ranger (Seasonal)

Over the remainder of the five-year financial planning horizon, the following new positions are anticipated:

- 2027 – Boulder County Sheriff Deputy (contract position) - traffic
- 2028 – None
- 2029 – Boulder County Sheriff Deputy (contract position)
- 2030 – None

Capital Summary

The total Governmental Capital budgets (Gov't CIP and CIP 2025) for 2026 is $19.6 million, including:

- $5.2M Rock Creek Parkway (2025 Bond Proceeds)
- $2M Indiana Street W Torreys to McCaslin (2025 Bond Proceeds)
- $5.27M North Pool Renovations (2025 Bond Proceeds)
- Community Center Improvements (2025 Bond Proceeds)
- McCaslin Pedestrian Crossing
- Marshall/McCaslin Bike-Ped & Signal Improvements (SMID) 80% Grant funded
- Public Works/Parks Maintenance & Operations Building
- Over $1M for continued maintenance of parks, buildings, irrigation systems, trees, fences and vehicle replacements

The proposed five-year capital plan (FY 2026 – 2030) calls for the investment of almost $32 million in street projects, infrastructure/building maintenance and repair, parks, recreation and new trail amenities, and new investments in fleet, equipment and new technology.

Revenue Summary
Some of the more significant comments on the proposed 2026 budget revenue include:

- Town's property tax rates as follows:
  - Town rate 12.127 mills
  - Library Services 1.50 mills

- Sales tax revenues are projected to be flat in 2026.

- Modifications to the Town's Fee Schedule (attached, with changes red-lined).
  - Town's monthly landscape maintenance fee, with a 9% increase (resulting in a little more than a $3/month increase)
  - Mobile Vending Fee $100 (Includes business license)

Other Summary
Much of the other operating resources will continue to focus on maintaining the existing programs and high levels of service delivered to the community.

RECOMMENDED ACTION:
Approval of a Town budget Resolution, Town fee Resolution and Town property tax mill levy Resolution for the Town of Superior 2026 budget.

BUDGET IMPLICATIONS:
The proposed FY 2026 budgets for the Town and its component units total $50,790,915.

MOTION:
Move to approve a Resolution levying Town property taxes, a Resolution adopting the Town budget and appropriating sums of money for the 2026 Town budget, and a Resolution adopting Town fees.

ATTACHMENTS:
- 2026 Budgets
- 2026 Town Property Tax Mill Levy Resolution
- 2026 Town Resolution adopting a budget and appropriating sums of money
- 2026 Town Fee Resolution and Fee Schedule
- PowerPoint Presentation – 2026 Budget

Town of Superior
Preliminary
2026 General Operating Revenue Budget

	A	B	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH
6		Account #	2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Actual	2025 Budget	2025 Estimate	2025 YTD (as of 9/9/25)	2026 Budget	2027 Budget	2028 Budget	2029 Budget	2030 Budget	% Change 2025-2026 (Budget)	$ Change 2025-2026 (Budget)		% Change 2025-2026 (Estimated)	$ Change 2025-2026 (Estimated)
7	**REVENUES**																			
8																				
9		General Mill	7.93	7.93	7.93	7.93	12.127	12.127			12.127	12.127	12.127	12.127	12.127					
10		Library Mill	1.50	1.50	1.50	1.50	1.50	1.50			1.50	1.50	1.50	1.50	1.50					
11	**TAXES**																			
12	Real and Personal Property Taxes	10-31-1100	$ 1,869,331	$ 1,878,128	$ 2,103,106	$ 1,872,843	$ 3,790,859	$ 3,395,000	$ 3,650,000	$ 3,664,787	$ 3,577,000	$ 3,517,000	$ 3,699,000	$ 3,699,000	$ 3,820,000	5.36%	$ 182,000		-2.00%	$ (73,000)
13	Real and Personal Property Taxes (SURA Prop Tax - Town Mill Levy above 2013 mill levy)	10-31-1100	-	-	-	-	-	165,804	174,094		205,006	203,132	207,195	211,339	215,565	23.64%	39,202		17.76%	30,912
14	Library Property Tax	10-31-1110	350,621	355,235	397,794	353,837	436,025	417,000	450,000	452,758	456,000	451,000	470,000	470,000	490,000	9.35%	39,000		1.33%	6,000
15	Specific Ownership - General	10-31-1200	98,954	101,688	105,532	95,336	167,507	187,000	200,000	123,831	197,000	193,000	203,000	203,000	210,000	5.35%	10,000		-1.50%	(3,000)
16	Specific Ownership - Library	10-31-1210	18,718	19,235	19,962	18,033	20,719	23,000	25,000	15,317	25,000	25,000	26,000	26,000	27,000	8.70%	2,000		0.00%	-
17	Sales Tax	10-31-1300	3,055,238	5,443,097	10,730,658	11,726,969	12,385,434	12,258,491	12,282,051	8,159,619	12,418,537	12,542,671	12,827,144	13,127,134	13,421,951	1.31%	160,046		1.11%	136,486
18	Vendor Fee Sales Tax Reduction (beginning 1/1/2014, 3.33% with $1,250 monthly cap) (SB 24-025 eliminated the monthly cap as of 7/1/25)	10-31-1300	(50,717)	(90,355)	(178,129)	(194,668)	(205,598)	(309,712)	(310,176)		(417,700)	(423,498)	(433,804)	(444,127)	(454,443)	34.87%	(107,988)		34.67%	(107,524)
21	Sales, Louisville Revenue Share	10-31-1302	136,244	165,972	112,670	134,607	117,636	130,000	125,000	97,327	125,000	175,000	200,000	210,000	225,000	-3.85%	(5,000)		0.00%	-
22	Vehicle Use	10-31-1310	768,174	916,096	1,071,270	1,121,719	1,100,366	1,100,000	1,100,000	740,932	1,175,000	1,195,000	1,210,000	1,230,000	1,245,000	6.82%	75,000		6.82%	75,000
23	Building Use	10-31-1320	501,507	1,212,326	2,490,276	1,623,115	903,737	1,250,000	1,700,000	1,642,205	360,000	560,000	605,000	110,000	70,000	-71.20%	(890,000)		-78.82%	(1,340,000)
24	Cigarette	10-31-1400	26,913	31,334	19,161	26,068	18,809	20,000	14,885	9,923	20,000	20,000	20,000	20,000	20,000	0.00%	-		34.36%	5,115
25	Xcel Franchise (3%)	10-31-1610	313,884	349,236	389,801	377,333	428,152	400,000	400,000	303,211	410,000	425,000	435,000	450,000	465,000	2.50%	10,000		2.50%	10,000
26	Cable Franchise (5%)	10-31-1620	144,049	142,424	129,969	129,500	119,373	115,000	112,000	87,020	110,000	105,000	100,000	100,000	100,000	-4.35%	(5,000)		-1.79%	(2,000)
27	Highway Users	10-31-1710	277,640	336,881	317,500	307,018	351,619	305,000	330,000	225,638	330,000	330,000	330,000	330,000	330,000	8.20%	25,000		0.00%	-
28	Road and Bridge	10-31-1720	21,491	21,293	26,343	22,186	22,948	20,000	24,000	24,425	20,000	20,000	20,000	20,000	20,001	0.00%	-		-16.67%	(4,000)
29	**TOTAL TAXES**		$ 11,747,306	$ 14,613,284	$ 17,735,913	$ 17,613,896	$ 19,657,586	$ 19,476,583	$ 20,276,854	$ 15,546,993	$ 19,010,843	$ 19,338,305	$ 19,918,535	$ 19,762,346	$ 20,205,074	-2.39%	$ (465,740)		-6.24%	$ (1,266,011)
30																				
31	**LICENSES AND PERMITS**																			
32	Business Licenses	10-32-2110	$ 9,700	$ 9,015	$ 11,450	$ 4,150	$ 6,101	$ 4,000	$ 7,726	$ 7,726	$ 4,000	$ 4,000	$ 4,000	$ 4,000	$ 4,000	0.00%	$ -		-48.23%	$ (3,726)
33	Liquor Licenses	10-32-2120	2,200	1,400	3,750	2,254	2,550	2,500	3,223	3,223	2,500	2,500	2,500	2,500	2,500	0.00%	-		-22.43%	(723)
34	Other Licenses & Permits	10-32-2190	4,610	3,473	1,248	7,180	960	2,500	2,031	2,031	2,500	2,500	2,500	2,500	2,500	0.00%	-		23.09%	469
35	Building Permits/Plan Review Fees	10-32-2210	659,175	1,073,317	2,629,479	1,881,794	1,209,906	1,250,000	1,325,000	1,294,578	440,000	620,000	665,000	120,000	75,000	-64.80%	(810,000)		-66.79%	(885,000)
36	Public Works Permits	10-32-2211	116,361	228,949	51,677	54,881	18,097	10,000	32,000	32,926	10,000	10,000	10,000	10,000	10,000	0.00%	-		-68.75%	(22,000)
37	Sign Plan Review Fees	10-32-2230	2,138	4,300	4,533	(1,883)	2,000	2,000	2,000	1,000	2,000	2,000	2,000	2,000	2,000	0.00%	-		0.00%	-
38	Automobile Registrations	10-32-2310	40,969	41,623	38,076	36,314	36,959	36,000	35,000	22,057	37,000	38,000	39,000	40,000	41,000	2.78%	1,000		5.71%	2,000
39	**TOTAL LICENSES AND PERMITS**		$ 835,153	$ 1,362,077	$ 2,740,213	$ 1,984,690	$ 1,276,573	$ 1,307,000	$ 1,406,980	$ 1,363,541	$ 498,000	$ 679,000	$ 725,000	$ 181,000	$ 137,000	-61.90%	$ (809,000)		-64.61%	$ (908,980)
40																				

Town of Superior
Preliminary
2026 General Operating Revenue Budget

	A	B	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH
6		Account #	2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Actual	2025 Budget	2025 Estimate	2025 YTD (as of 9/9/25)	2026 Budget	2027 Budget	2028 Budget	2029 Budget	2030 Budget	% Change 2025-2026 (Budget)	$ Change 2025-2026 (Budget)		% Change 2025-2026 (Estimated)	$ Change 2025-2026 (Estimated)
41	**CHARGES FOR SERVICES**																			
42	Development Review Fees	10-34-4110	$ 8,100	$ 5,580	$ 3,058	$ 2,855	$ 19,065	$ 2,500	$ 7,591	$ 7,591	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	0.00%	$ -		-67.07%	$ (5,091)
43	Administrative Fees (SMD1/SMID/Landscape)	10-34-4135	1,106,540	1,137,252	1,215,639	1,292,021	1,350,062	1,433,829	1,433,829	955,886	1,499,797	1,562,807	1,628,502	1,697,000	1,768,423	9.00%	128,978		9.00%	128,978
44	Boulder County SW & OS Tax Admin Fee	10-34-4210	9,346	22,871	56,059	60,008	24,689	7,500	15,000	39,126	20,000	20,000	20,000	20,000	20,000	166.67%	12,500		33.33%	5,000
45	Lodging Fee	10-34-4200	69,112	82,208	-	-	-	-	-		-	30,000	65,000	65,000	65,000	N/A	30,000		N/A	-
46	Facility Use Fee	10-34-4320	40,198	76,246	56,713	87,076	98,070	85,000	65,000	25,843	105,000	105,000	105,000	105,000	105,000	23.53%	20,000		61.54%	40,000
47	Court Costs, Fees and Charges	10-34-4410	9,480	8,357	10,012	10,012	10,095	10,000	12,000	12,182	10,000	10,000	10,000	10,000	10,000	0.00%	-		-16.67%	(2,000)
48	Reinspection Fees	10-34-4530	-	-	100	3,000	5,070	1,000	2,700	2,700	1,000	500	500	500	500	0.00%	-		-62.96%	(1,700)
49	*Recreation Program Fees*															N/A	-			
50	- Recreation Programs	10-34-4810	15,730	60,690	67,047	101,017	90,885	100,000	65,000	41,854	75,000	75,000	75,000	75,000	75,000	-25.00%	(25,000)		15.38%	10,000
51	- Tennis Fees	10-34-4811	37,932	61,635	67,397	44,860	74,266	65,000	75,000	42,377	75,000	75,000	75,000	75,000	75,000	15.38%	10,000		0.00%	-
52	- Swim Lessons	10-34-4812	3,015	28,894	36,306	30,160	21,231	35,000	25,000	20,375	25,000	25,000	25,000	25,000	25,000	-28.57%	(10,000)		0.00%	-
53	- Guest Fees	10-34-4818	-	5,136	6,090	4,800	4,705	5,000	5,000	4,155	5,000	5,000	5,000	5,000	5,000	0.00%	-		0.00%	-
54	- Vending Revenue	10-34-4819	296	551	483	968	1,383	500	1,273	1,273	1,000	1,000	1,000	1,000	1,000	100.00%	500		-21.45%	(273)
55	- Community Events Contributions	10-34-4820	-	5,450	1,570	3,175	1,223	2,500	1,500	640	2,500	2,500	2,500	2,500	2,500	0.00%	-		66.67%	1,000
56	EV Charging Stations	10-34-4850	-	-	1,062	3,239	3,812	3,500	5,396	3,867	4,000	4,500	5,000	5,500	6,000	14.29%	500		-25.87%	(1,396)
57	Other Charges for Service	10-34-4900	-	171	414	398	168	158	45	45	-	-	-			-100.00%	(158)		-100.00%	(45)
58	**TOTAL CHARGES FOR SERVICES**		$ 1,299,749	$ 1,495,041	$ 1,521,950	$ 1,643,589	$ 1,704,724	$ 1,751,487	$ 1,714,334	$ 1,157,914	$ 1,825,797	$ 1,918,807	$ 2,020,002	$ 2,089,000	$ 2,160,923	4.24%	$ 74,310		6.50%	$ 111,463
59																				
60	**FINES AND FORFEITURES**																			
61	Court	10-35-5000	$ 107,153	$ 111,423	$ 133,532	$ 140,692	$ 140,857	$ 150,000	$ 175,000	$ 141,129	$ 175,000	$ 200,000	$ 200,000	$ 200,000	$ 200,000	16.67%	25,000		0.00%	-
62	**TOTAL FINES AND FORFEITURES**		$ 107,153	$ 111,423	$ 133,532	$ 140,692	$ 140,857	$ 150,000	$ 175,000	$ 141,129	$ 175,000	$ 200,000	$ 200,000	$ 200,000	$ 200,000	16.67%	$ 25,000		0.00%	$ -
63																				
64	**MISCELLANEOUS REVENUE**																			
65	Interest Earnings	10-36-6100	$ 101,838	$ 76,176	$ 133,365	$ 306,458	$ 335,206	$ 352,000	$ 275,000	$ 202,991	$ 342,000	$ 296,000	$ 267,000	$ 247,000	$ 248,000	-2.84%	$ (10,000)		24.36%	$ 67,000
66	Change in Mkt Value of Inv.	10-36-6101	7,948	(57,398)	(103,221)	95,200	33,053	-	-		-	-	-	-		N/A	-		N/A	-
67	Cash Over/Short	10-36-6200	(3)	94	(184)	56	(1)	-	-		-	-	-	-		N/A	-		N/A	-
68	Lease Revenue	10-36-6210		10,800	13,200	23,964	30,017	30,000	30,000	21,211	30,000	30,000	30,000	30,000	30,000	0.00%	-		0.00%	-
69	Severance Tax/Mineral Lease	10-36-6220	9,271	1,376	16,541	19,316	12,634	5,000	1,209	1,209	5,000	5,000	5,000	5,000	5,000	0.00%	-		313.56%	3,791
70	Grant Revenue	10-36-6300		-	123,831	164,680	97,029	25,000	35,843	35,843	-	-	-	-	-	-100.00%	(25,000)		-100.00%	(35,843)
74	Renewal Energy Credit Payments (South Pool)	10-36-6500	1,156	1,973	2,039	2,560	1,789	2,000	1,500	1,222	2,000	2,000	2,000	2,000	2,000	0.00%	-		33.33%	500
75	Other Revenue	10-36-6600	42,909	51,330	18,434	692,421	225,762	392,500	291,000	285,403	267,500	17,500	17,500	17,500	17,500	-31.85%	(125,000)		-8.08%	(23,500)
76	Single Use Bag Fee	10-36-6610	-	-	-	53,294	45,302	30,000	35,000	22,621	30,000	25,000	20,000	15,000	10,000	0.00%	-		-14.29%	(5,000)
80	**TOTAL MISCELLANEOUS REVENUE**		$ 779,565	$ 384,351	$ 669,527	$ 1,573,034	$ 780,791	$ 836,500	$ 669,552	$ 570,500	$ 676,500	$ 375,500	$ 341,500	$ 316,500	$ 312,500	-19.13%	$ (160,000)		1.04%	$ 6,948
81																				
82	**TOTAL REVENUES**		$ 14,768,926	$ 17,966,176	$ 22,801,135	$ 22,955,901	$ 23,560,531	$ 23,521,570	$ 24,242,720	$ 18,780,077	$ 22,186,140	$ 22,511,612	$ 23,205,037	$ 22,548,846	$ 23,015,497	-5.68%	$ (1,335,430)		-8.48%	$ (2,056,580)

Town of Superior
Preliminary
2026 General Operating Expenditure Budget

	Account #	2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Actual	2025 Budget	2025 Estimate	2025 YTD (as of 9/9/25)	2026 Budget	2027 Budget	2028 Budget	2029 Budget	2030 Budget	% Change 2025-2026 (Budget)	$ Change 2025-2026 (Budget)	% Change 2025-2026 (Estimated)	$ Change 2025-2026 (Estimated)
EXPENDITURES																		
LEGISLATIVE																		
Council Compensation	10-411-1030	$ 38,700	$ 59,400	$ 55,550	$ 79,800	$ 79,800	$ 78,000	$ 78,000	$ 49,092	$ 78,000	$ 78,000	$ 78,000	$ 78,000	$ 78,000	0.00%	$ -	0.00%	$ -
FICA	10-411-1400	2,961	4,544	4,250	6,105	6,105	5,967	6,000	3,756	5,967	5,967	5,967	5,967	5,967	0.00%	-	-0.55%	(33)
Lobbying	10-411-2150	16,138	16,604	16,196	20,528	16,501	21,000	21,000	17,020	21,000	21,000	21,000	21,000	21,000	0.00%	-	0.00%	-
Telephone	10-411-3100	2,971	2,980	2,881	2,062	1,488	2,500	2,500	1,771	2,500	2,500	2,500	2,500	2,500	0.00%	-	0.00%	-
Training	10-411-4300	828	2,711	190	-	1,350	1,400	1,400	1,080	1,400	1,400	1,400	1,400	1,400	0.00%	-	0.00%	-
Travel and Expenses	10-411-4310	3,470	592	2,616	4,927	15,633	5,200	10,000	8,858	5,200	5,200	5,200	5,200	5,200	0.00%	-	-48.00%	(4,800)
Other Fees and Services	10-411-4900	919	2,044	8,524	8,021	10,140	6,000	6,000	2,720	6,000	6,000	6,000	6,000	6,000	0.00%	-	0.00%	-
Supplies - iPad/Tablets	10-411-5100	4,654	500	12,684	1,689	6,689	2,000	3,800	3,800	12,000	2,000	9,500	2,000	2,000	500.00%	10,000	215.79%	8,200
Policy Planning and Goal Setting	10-411-8180	-	-	-	-	-	2,500	2,500	-	2,500	2,500	2,500	2,500	2,500	0.00%	-	0.00%	-
Council Special Funds	10-411-8880	6,000	3,650	25,000	23,500	24,000	30,000	31,000	30,000	51,000	51,000	51,000	51,000	51,000	70.00%	21,000	64.52%	20,000
TOTAL LEGISLATIVE		$ 691,991	$ 437,745	$ 127,891	$ 146,632	$ 161,706	$ 154,567	$ 162,200	$ 118,097	$ 185,567	$ 175,567	$ 183,067	$ 175,567	$ 175,567	20.06%	$ 31,000	14.41%	$ 23,367
JUDICIAL																		
Salaries	10-412-1010	$ 30,618	$ 31,674	$ 33,799	$ 38,297	$ 45,767	$ 47,140	$ 30,228	$ 19,428	$ 32,136	$ 33,421	$ 34,758	$ 36,148	$ 37,594	-31.83%	$ (15,004)	6.31%	$ 1,908
Overtime	10-412-1060	-	45	101	-	215	-	500	90	500	500	500	500	500	N/A	500	0.00%	-
Payroll Costs (Benefits)	10-412-1300	14,638	14,903	15,217	15,010	21,055	22,244	15,820	7,816	12,886	13,659	14,479	15,348	16,269	-42.07%	(9,358)	-18.55%	(2,934)
FICA	10-412-1400	425	440	471	492	633	684	446	280	473	492	511	531	552	-30.85%	(211)	6.05%	27
Bank (Credit Card) Fees	10-412-2460	2,138	2,633	2,729	2,728	2,823	3,000	5,000	3,023	5,500	5,665	5,835	6,010	6,190	83.33%	2,500	10.00%	500
Archiving	10-412-2470	-	500	500	500	-	-			-	-	-			N/A	-	N/A	-
Law Enforcement Services	10-412-2700	9,493	6,156	8,565	29,249	13,340	11,000	12,000	5,152	13,000	13,500	14,000	14,500	15,000	18.18%	2,000	8.33%	1,000
Municipal Court Judge	10-412-2800	25,900	25,992	27,662	32,843	33,205	36,000	38,000	24,795	36,000	38,000	38,000	42,000	42,000	0.00%	-	-5.26%	(2,000)
Prosecuting Attorney	10-412-2810	26,948	20,036	17,802	34,598	14,400	16,800	16,200	9,900	16,200	17,172	18,202	19,294	20,452	-3.57%	(600)	0.00%	-
Software/Support	10-412-3210	5,500	5,600	5,750	5,950	6,200	6,700	6,700	6,500	7,000	7,250	7,500	7,750	8,000	4.48%	300	4.48%	300
Memberships	10-412-4200	20	-	20	50	50	50	100	100	100	100	100	100	100	100.00%	50	0.00%	-
Training	10-412-4300	-	400	-	200	750	400	400	77	400	400	400	400	400	0.00%	-	0.00%	-
Travel and Expenses	10-412-4310	-	-	-	-	391	100	500	192	100	100	100	100	100	0.00%	-	-80.00%	(400)
Printing & Binding	10-412-4400	418	1,484	1,886	-	320	2,000	500	-	2,000	500	2,000	500	2,000	0.00%	-	300.00%	1,500
Other fees (Witnesses, interpreter, etc.)	10-412-4900	1,890	844	-	3,495	3,637	3,000	3,500	2,054	3,600	3,708	3,819	3,934	4,052	20.00%	600	2.86%	100
Supplies	10-412-5100	-	-	-	2,092	69	500	2,000	172	2,500	500	3,000	500	2,500	400.00%	2,000	25.00%	500
TOTAL JUDICIAL		$ 117,988	$ 110,707	$ 114,502	$ 165,504	$ 142,855	$ 149,618	$ 131,894	$ 79,579	$ 132,395	$ 134,967	$ 143,204	$ 147,615	$ 155,709	-11.51%	$ (17,223)	0.38%	$ 501
CLERK																		
Regular Salaries	10-414-1010	$ 103,911	$ 140,880	$ 110,420	$ 106,139	$ 122,984	$ 126,673	$ 145,581	$ 93,248	$ 155,736	$ 161,965	$ 168,444	$ 175,182	$ 182,189	22.94%	29,063	6.98%	10,155
Overtime	10-414-1060	-	9	20	-	107	-		90	-	-	-	-	-	N/A	-	N/A	-
Payroll Costs (Benefits)	10-414-1300	30,722	38,316	33,614	39,098	49,115	52,205	56,240	35,277	58,577	62,092	65,818	69,767	73,953	12.21%	6,372	4.16%	2,337
FICA	10-414-1400	1,501	2,054	1,604	1,474	1,694	1,837	2,111	1,318	2,258	2,348	2,442	2,540	2,642	22.92%	421	6.96%	147
Archiving	10-414-2470	35,000	35,500	500	500	-	-	-	-	30,000	22,660	23,340	24,040	24,761	N/A	30,000	N/A	30,000
Codification Services	10-414-2500	2,554	3,610	3,545	11,433	4,014	4,100	8,000	3,847	4,000	4,350	4,350	4,500	4,500	-2.44%	(100)	-50.00%	(4,000)
Elections	10-414-2820	8,884	9,350	10,191	-	75,708	-	-	-	15,000	-	16,000	-	17,000	N/A	15,000	N/A	15,000
Memberships	10-414-4200	315	312	-	349	137	400	400	406	700	700	700	750	750	75.00%	300	75.00%	300
Training	10-414-4300	-	447	-	1,124	710	1,000	2,000	1,753	1,800	1,800	1,800	1,800	1,800	80.00%	800	-10.00%	(200)
Travel and Expense	10-414-4310	-	-	-	340	-	2,200	3,000	843	3,600	3,600	3,600	3,600	3,600	63.64%	1,400	20.00%	600
Printing	10-414-4400	-			-	-	100		-	-	-	-	-	-	-100.00%	(100)	N/A	-
Publication of Legal Notices	10-414-4410	1,100	518	1,926	963	9,249	1,000	3,000	2,576	2,000	2,000	2,000	2,000	2,000	100.00%	1,000	-33.33%	(1,000)
Recording Fees	10-414-4420	45	139	183	1,553	664	1,000	1,769	1,569	1,000	1,000	1,000	1,000	1,000	0.00%	-	-43.47%	(769)
Other Fees and Services	10-414-4900	1,467	6,886	5,940	5,583	189	500	500	131	2,000	2,000	2,000	2,000	2,000	300.00%	1,500	300.00%	1,500
Supplies	10-414-5100	194	7,589	1,459	1,407	2,343	200	2,500	2,339	4,250	1,000	1,000	1,000	1,000	2025.00%	4,050	70.00%	1,750
Computer Software	10-414-5200	-	-	-	199	-	2,500	2,500	199	25,000	15,540	16,317	17,133	17,990	900.00%	22,500	900.00%	22,500
TOTAL CLERK		$ 185,693	$ 245,656	$ 169,484	$ 170,162	$ 266,914	$ 193,715	$ 227,601	$ 143,596	$ 305,921	$ 281,055	$ 308,811	$ 305,312	$ 335,185	57.92%	$ 112,206	34.41%	$ 78,320

Town of Superior
Preliminary
2026 General Operating Expenditure Budget

	Account #	2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Actual	2025 Budget	2025 Estimate	2025 YTD (as of 9/9/25)	2026 Budget	2027 Budget	2028 Budget	2029 Budget	2030 Budget	% Change 2025-2026 (Budget)	$ Change 2025-2026 (Budget)	% Change 2025-2026 (Estimated)	$ Change 2025-2026 (Estimated)
ADMINISTRATIVE																		
Regular Salaries	10-415-1010	$ 584,836	$ 750,002	$ 1,040,248	$ 1,121,614	$ 1,301,779	$ 1,454,377	$ 1,424,464	$ 873,967	$ 1,492,853	$ 1,552,567	$ 1,614,670	$ 1,679,257	$ 1,746,427	2.65%	38,476	4.80%	68,389
Part-Time Salaries	10-415-1040	-	-	47,663	20,076	60,480	72,478	116,797	78,097	176,698	183,766	191,117	198,762	206,712	143.80%	104,220	51.29%	59,901
Overtime	10-415-1060	148	190	2,385	352	168	500	500	187	750	750	750	750	750	50.00%	250	50.00%	250
Payroll Costs (Benefits)	10-415-1300	213,381	268,352	343,827	354,927	437,265	497,185	499,995	314,631	530,165	561,975	595,694	631,436	669,322	6.63%	32,980	6.03%	30,170
FICA	10-415-1400	8,396	10,830	21,050	20,788	23,643	26,640	29,597	19,154	35,175	36,581	38,044	39,565	41,148	32.04%	8,535	18.85%	5,578
Engineering Services	10-415-2210	-	605	450	1,980	2,767	2,500	2,500	-	2,500	2,500	2,500	2,500	2,500	0.00%	-	0.00%	-
Planning Services	10-415-2300	40,970	6,555	24,474	12,697	-	-			-	-	-	-		N/A	-	N/A	-
Archiving	10-415-2470	3,800	3,982	5,000	12,387	7,463	10,000	11,000	10,739	11,000	11,780	12,560	13,340	14,120	10.00%	1,000	0.00%	-
Personnel Services	10-415-2600	-	-	-	(1,980)	41,492	73,500	55,000	30,579	76,000	78,280	80,628	83,047	85,538	3.40%	2,500	38.18%	21,000
Website/Digital Applications	10-415-2920	85,682	78,307	96,806	111,406	99,236	73,800	135,000	117,055	145,000	157,000	170,000	185,000	200,100	96.48%	71,200	7.41%	10,000
Channel 8	10-415-2930	2,931	20,629	21,000	25,193	28,473	21,500	21,500	10,725	22,000	22,660	23,340	24,040	24,761	2.33%	500	2.33%	500
Economic Development Program	10-415-2980	116,488	90,145	108,917	108,750	207,252	175,000	175,000	77,108	317,000	249,260	256,738	264,440	272,373	81.14%	142,000	81.14%	142,000
Telephone	10-415-3100	2,418	7,696	11,418	5,304	7,078	8,000	8,000	5,757	8,000	8,000	8,000	8,000	8,000	0.00%	-	0.00%	-
Memberships	10-415-4200	1,545	3,079	3,480	1,895	1,237	4,500	4,500	3,031	4,500	4,500	4,500	4,500	4,500	0.00%	-	0.00%	-
Subscriptions	10-415-4210	321	365	403	599	897	500	561	561	1,000	1,000	1,000	1,000	1,000	100.00%	500	78.25%	439
Training	10-415-4300	1,555	2,819	2,135	7,309	14,020	9,600	9,600	5,701	9,600	9,600	9,600	9,600	9,600	0.00%	-	0.00%	-
Travel & Expenses	10-415-4310	970	85	9,796	11,476	12,787	15,650	15,650	5,134	15,650	15,650	15,650	15,650	15,650	0.00%	-	0.00%	-
Printing & Binding (Maps, Repts, Pub)	10-415-4400	493	(22)	-	-	345	2,500	2,500	-	2,500	2,500	2,500	2,500	2,500	0.00%	-	0.00%	-
Other Fees & Services	10-415-4900	1,653	1,738	4,379	2,991	1,967	5,000	28,355	12,355	5,000	5,000	5,000	5,000	5,000	0.00%	-	-82.37%	(23,355)
Supplies	10-415-5100	7,140	19,058	18,362	15,438	23,514	6,500	20,000	17,418	21,250	15,000	20,000	18,250	12,000	226.92%	14,750	6.25%	1,250
Software	10-415-5200	16,447	4,437	1,217	1,416	1,389	2,500	2,500	807	2,500	3,000	3,000	3,500	3,500	0.00%	-	0.00%	-
Humane Society	10-415-8140	526	-	-	-	-	700	700	-	700	700	700	700	700	0.00%	-	0.00%	-
Chamber of Commerce (Membership)	10-415-8190	40,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	0.00%	-	0.00%	-
Chamber (Economic Development)	10-415-8191	-	15,000	15,000	15,000	15,000	35,000	35,000	35,000	60,000	60,000	60,000	60,000	60,000	71.43%	25,000	71.43%	25,000
Sustainability Programming	10-415-8200	17,193	47,381	60,364	85,661	108,555	118,000	118,000	52,163	111,500	114,845	118,290	121,839	125,494	-5.51%	(6,500)	-5.51%	(6,500)
TOTAL ADMINISTRATIVE		$ 1,153,373	$ 1,346,233	$ 1,853,434	$ 1,950,279	$ 2,412,107	$ 2,630,930	$ 2,731,719	$ 1,685,169	$ 3,066,341	$ 3,111,914	$ 3,249,281	$ 3,387,676	$ 3,526,695	16.55%	$ 435,411	12.25%	$ 334,622
FINANCE																		
Regular Salaries	10-416-1010	$ 483,193	$ 522,916	$ 561,409	$ 566,848	$ 305,348	$ 312,886	$ 313,015	$ 205,728	$ 336,047	$ 349,489	$ 363,469	$ 378,008	$ 393,128	7.40%	23,161	7.36%	23,032
Part-Time Salaries	10-416-1040	33,781	-	27,068	49,620	82,821	108,191	79,719	47,663	107,741	112,051	116,533	121,194	126,042	-0.42%	(450)	35.15%	28,022
Overtime	10-416-1060	71	352	2,189	876	393	500	500	317	500	500	500	500	500	0.00%	-	0.00%	-
Payroll Costs (Benefits)	10-416-1300	186,856	202,307	209,915	205,933	105,771	111,197	110,852	70,330	118,340	125,440	132,966	140,944	149,401	11.88%	7,143	6.75%	7,488
FICA	10-416-1400	9,584	7,393	10,106	12,248	10,840	12,821	10,644	6,584	13,122	13,647	14,192	14,760	15,350	2.35%	301	23.28%	2,478
Auditing Services	10-416-2400	15,013	21,395	19,161	32,762	34,650	45,000	43,000	35,569	46,000	47,000	48,000	49,000	50,000	32.76%	1,000	6.98%	3,000
Investment Fees	10-416-2490	8,649	7,981	7,941	9,570	10,020	11,000	10,500	6,077	11,500	12,000	12,500	13,000	13,500	4.55%	500	9.52%	1,000
Professional Services	10-416-2650	-	-	-	3,439	16,594	15,000	17,000	13,013	23,000	23,690	24,401	25,133	25,887	53.33%	8,000	35.29%	6,000
Telephone	10-416-3100	3,717	3,350	5,017	4,497	1,523	3,000	1,500	573	1,750	1,803	1,857	1,913	1,970	14.90%	(1,250)	16.67%	250
Software Maintenance	10-416-3210	23,596	23,694	20,601	29,843	25,684	29,750	27,000	23,816	27,500	28,875	30,319	31,835	33,427	-7.56%	(2,250)	1.85%	500
Memberships	10-416-4200	7,788	7,686	3,802	2,705	700	2,000	2,000	805	2,000	2,000	2,000	2,000	2,000	185.71%	-	0.00%	-
Subscriptions	10-416-4210	845	785	930	775	920	1,000	1,250	580	1,250	1,250	1,250	1,250	1,250	25.00%	250	0.00%	-
Training	10-416-4300	603	1,170	2,307	1,199	390	3,000	1,500	-	3,000	3,000	3,000	3,000	3,000	669.23%	-	100.00%	1,500
Travel & Expenses	10-416-4310	301	373	4,359	1,089	1,448	4,300	2,500	289	4,300	4,300	4,300	4,300	4,300	0.00%	-	72.00%	1,800
Other Fees & Services	10-416-4900	5,981	1,568	391	200	352	1,000	500	152	1,000	1,000	1,000	1,000	1,000	184.09%	-	100.00%	500
Supplies	10-416-5100	9,066	9,390	11,071	17,904	6,917	8,000	7,500	3,479	8,750	9,250	16,500	10,250	8,500	9.38%	750	16.67%	1,250
TOTAL FINANCE		$ 810,670	$ 831,926	$ 939,676	$ 1,000,020	$ 604,371	$ 668,645	$ 628,980	$ 414,975	$ 705,800	$ 735,295	$ 772,787	$ 798,087	$ 829,255	5.56%	37,155	12.21%	$ 76,820

Town of Superior
Preliminary
2026 General Operating Expenditure Budget

	Account #	2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Actual	2025 Budget	2025 Estimate	2025 YTD (as of 9/9/25)	2026 Budget	2027 Budget	2028 Budget	2029 Budget	2030 Budget	% Change 2025-2026 (Budget)	$ Change 2025-2026 (Budget)	% Change 2025-2026 (Estimated)	$ Change 2025-2026 (Estimated)
COMMUNICATIONS																		
Regular Salaries	10-418-1010	$ -	$ -	$ -	$ -	$ 268,955	$ 320,604	$ 340,793	222,822	$ 427,637	$ 444,742	$ 462,532	$ 481,033	$ 500,274	33.38%	107,033	30.50%	103,949
Part-Time Salaries	10-418-1040	-	-	-	-	39,222	37,000	35,381	20,734	-	-	-	-	-	-100.00%	(37,000)	-100.00%	(35,381)
Overtime	10-418-1060	-	-	-	-	2,458	500	500	171	500	500	500	500	500	0.00%	-	0.00%	-
Payroll Costs (Benefits)	10-418-1300	-	-	-	-	123,095	150,187	161,015	100,653	194,507	206,177	218,548	231,661	245,561	29.51%	44,320	20.80%	33,492
FICA	10-418-1400	-	-	-	-	6,919	7,487	7,655	4,479	6,208	6,456	6,714	6,982	7,261	-17.08%	(1,279)	-18.90%	(1,447)
Professional Services	10-418-2650	-	-	-	-	57,190	86,000	86,000	22,640	28,500	29,355	60,236	31,143	32,077	-66.86%	(57,500)	-66.86%	(57,500)
Website/Digital Applications	10-418-2920	-	-	-	-	61,942	28,050	28,050	18,126	20,500	21,115	21,748	22,400	23,072	-26.92%	(7,550)	-26.92%	(7,550)
Memberships	10-418-4200	-	-	-	-	-	200	200	-	200	200	200	200	200	0.00%	-	0.00%	-
Subscriptions	10-418-4210	-	-	-	-	-	200	200	133	200	200	200	200	200	0.00%	-	0.00%	-
Training	10-418-4300	-	-	-	-	966	2,400	1,500	-	2,400	2,400	2,400	2,400	2,400	0.00%	-	60.00%	900
Travel & Expenses	10-418-4310	-	-	-	-	-	3,500	1,750	27	3,500	3,500	3,500	3,500	3,500	0.00%	-	100.00%	1,750
Printing & Binding	10-418-4400	-	-	-	-	72,854	69,000	69,000	31,492	69,000	71,070	73,202	75,398	77,660	0.00%	-	0.00%	-
Postage	10-418-4500	-	-	-	-	5,793	10,000	10,000	2,798	8,000	8,240	8,487	8,742	9,004	-20.00%	(2,000)	-20.00%	(2,000)
Other Fees & Services	10-418-4900	-	-	-	-	366	3,000	1,000	380	1,000	1,000	1,000	1,000	1,000	-66.67%	(2,000)	0.00%	-
Supplies	10-418-5100	-	-	-	-	13,325	10,000	12,000	7,498	5,000	9,650	9,500	9,500	7,000	-50.00%	(5,000)	-58.33%	(7,000)
TOTAL COMMUNICATIONS		$ -	$ -	$ -	$ -	$ 653,085	$ 728,128	$ 755,044	$ 431,953	$ 767,152	$ 804,605	$ 868,767	$ 874,659	$ 909,709	5.36%	$ 39,024	1.60%	$ 12,108
LEGAL SERVICES																		
General	10-419-2100	$ 123,423	$ 103,829	$ 145,430	$ 173,915	$ 237,145	$ 170,000	$ 250,000	$ 173,613	$ 180,000	$ 180,000	$ 190,000	$ 190,000	$ 200,000	5.88%	10,000	-28.00%	(70,000)
Special Counsel	10-419-2140	10,050	6,125	-	38,727	534,333	750,000	250,000	215,486	500,000	100,000	-	-	-	-33.33%	(250,000)	100.00%	250,000
TOTAL LEGAL SERVICES		$ 133,473	$ 109,954	$ 145,430	$ 212,642	$ 771,478	$ 920,000	$ 500,000	$ 389,099	$ 680,000	$ 280,000	$ 190,000	$ 190,000	$ 200,000	-26.09%	$ (91,478)	36.00%	$ 180,000
PUBLIC SAFETY																		
Law Enforcement Services	10-421-2700	$ 1,732,883	$ 1,796.113	$ 1,837.899	$ 1,922,613	$ 2,515.493	$ 2,717.881	$ 2,717.881	$ 1.854.659	$ 2,796.071	$ 3,117.972	$ 3,273.871	$ 3,632.080	$ 3,813.684	2.88%	78.190	2.88%	78.190
Directed Enforcement	10-421-2700	17,590	-	-	8,721	-	50,000	50,000		75,000	-	-	-	-	50.00%	25,000	50.00%	25,000
Flock cameras	10-421.2700							45,500		47,775	50,164	52,672	55,306	58,071	N/A	47,775	5.00%	2,275
Co-Responder Services	10-421-2705	-	-	66,929	89,059	85,532	105,751	117,019	70,678	162,470	170,594	179,124	188,080	197,484	53.63%	56,719	38.84%	45,451
Dispatch Services	10-421-2710	141,166	141,710	145,961	185,363	169,086	195,158	195,158	195,158	195,000	204,750	214,988	225,737	237,024	-0.08%	(158)	-0.08%	(158)
Office Lease	10-421-3105	6,518	6,283	6,253	6,209	6,229	6,500	6,000	4,000	6,000	6,000	6,000	6,000	6,000	-7.69%	(500)	0.00%	-
Utilities	10-421-3110	3,087	2,633	3,343	3,607	2,999	3,600	3,600	1,641	3,700	3,811	3,925	4,043	4,164	2.78%	100	2.78%	100
Maintenance - Building	10-421-3220	3,695	3,788	5,298	3,810	2,801	5,000	5,000	2,364	5,000	5,000	5,000	5,000	5,000	0.00%	-	0.00%	-
Supplies	10-421-5100	1,997	1,038	2,543	5,518	1,354	2,000	2,000	1,523	6,200	6,510	6,836	7,178	7,537	210.00%	4,200	210.00%	4,200
Office Equipment/Copier	10-421-6100	-	-	1,760	-	2,256	1,000	1,000	-	1,000	1,000	1,000	1,000	1,000	0.00%	-	0.00%	-
TOTAL PUBLIC SAFETY		$ 1,912,041	$ 1,951,565	$ 2,073,865	$ 2,224,900	$ 2,785,750	$ 3,086,890	$ 3,143,158	$ 2,130,023	$ 3,298,216	$ 3,565,801	$ 3,743,416	$ 4,124,424	$ 4,329,964	6.85%	$ 211,326	4.93%	$ 155,058
PLANNING/BUILDING INSPECTIONS																		
Regular Salaries	10-424-1010	$ 59,163	$ 52,352	$ 55,950	$ 334,730	$ 364,458	$ 362,392	$ 330,537	$ 215,191	$ 346,080	$ 359,923	$ 374,320	$ 389,293	$ 404,865	-4.50%	(16,312)	4.70%	15,543
Overtime	10-424-1060	500	300	65	-	-	250	250	-	250	250	250	250	250	0.00%	-	0.00%	-
Payroll Costs (Benefits)	10-424-1300	29,877	19,605	20,599	88,698	126,733	121,743	110,111	77,099	111,657	118,356	125,457	132,984	140,963	-8.28%	(10,086)	1.40%	1,546
FICA	10-424-1400	837	753	811	5,357	5,690	5,258	4,796	3,370	5,022	5,223	5,431	5,648	5,874	-4.49%	(236)	4.71%	226
Planning Services	10-424-2300	-	-	-	-	14,844	20,000	8,000	1,350	20,000	20,000	10,000	10,000	10,000	0.00%	-	150.00%	12,000
Inspection Services	10-424-2340	272,515	528,431	1,435,432	1,044,578	698,761	662,500	762,250	403,705	245,200	340,600	364,450	75,600	51,750	-62.99%	(417,300)	-67.83%	(517,050)
GIS	10-424-2760	-	-	-	-	-	22,000	22,000	9,514	29,000	35,000	35,000	35,000	35,000	31.82%	7,000	31.82%	7,000
Memberships	10-424-4200	-	-	45	539	1,517	1,750	1,750	828	1,800	1,850	1,900	1,950	2,000	2.86%	50	2.86%	50
Subscriptions	10-424-4210	1,028	1,028	1,044	-	-	1,500	1,500	-	1,500	1,500	1,500	1,500	1,500	0.00%	-	0.00%	-
Training	10-424-4300	-	400	320	1,558	1,741	3,000	3,000	1,863	3,000	3,000	3,000	3,000	3,000	0.00%	-	0.00%	-
Travel & Expenses	10-424-4310	-	224	-	371	3,188	5,500	1,500	68	5,500	5,500	5,500	5,500	5,500	0.00%	-	266.67%	4,000
Other Fees and Charges	10-424-4900	-	-	-	-	-	-	-	-	1,000	1,000	1,000	1,000	1,000	N/A	1,000	N/A	1,000
Supplies	10-424-5100	2,047	3,034	1,582	1,586	1,120	2,750	1,750	1,512	3,000	7,750	5,750	6,000	4,000	9.09%	250	71.43%	1,250
Software	10-424-5200	360	480	120	420	347	500	500	107	500	500	500	500	500	0.00%	-	0.00%	-
TOTAL PLANNING/BUILDING INSPECTIONS		$ 367,007	$ 607,107	$ 1,516,468	$ 1,493,125	$ 1,221,909	$ 1,209,143	$ 1,247,944	$ 714,607	$ 773,509	$ 900,452	$ 934,058	$ 668,225	$ 666,202	-36.03%	$ (435,634)	-38.02%	$ (474,435)

Town of Superior

Preliminary

2026 General Operating Expenditure Budget

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
6		Account #	2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Actual	2025 Budget	2025 Estimate	2025 YTD (as of 9/9/25)	2026 Budget	2027 Budget	2028 Budget	2029 Budget	2030 Budget	% Change 2025-2026 (Budget)	$ Change 2025-2026 (Budget)		% Change 2025-2026 (Estimated)	$ Change 2025-2026 (Estimated)
165	**PARKS, REC & OPEN SPACE**																			
166	Regular Salaries	10-426-1010	$ 777,321	$ 845,140	$ 1,061,554	$ 1,158,492	$ 1,232,540	$ 1,213,846	$ 1,316,326	$ 840,944	$ 1,523,356	$ 1,584,290	$ 1,647,662	$ 1,713,568	$ 1,782,111	25.50%	309,510		15.73%	207,030
167	Downtown Superior Civic Space Program Staffing	10-426-1010	-	-	-	-	-	190,000	-	-	-	-	-	-	-	-100.00%	(190,000)		N/A	-
168	Part-Time / Seasonal Salaries	10-426-1040	170,448	208,681	281,449	387,237	396,792	401,000	481,000	375,190	500,580	520,603	541,427	563,084	585,607	24.83%	99,580		4.07%	19,580
169	On-Call Wages	10-426-1050	7,300	7,340	7,300	7,300	7,320	7,300	7,300	4,700	7,300	7,300	7,320	7,300	7,300	0.00%	-		0.00%	-
170	Overtime	10-426-1060	4,180	16,371	7,264	6,852	10,773	10,000	17,000	14,303	10,300	10,609	10,927	11,255	11,593	3.00%	300		-39.41%	(6,700)
171	Payroll Costs (Benefits)	10-426-1300	289,494	327,731	403,184	453,835	533,349	563,905	633,554	379,000	638,376	676,679	717,280	760,317	805,936	13.21%	74,471		0.76%	4,822
172	FICA	10-426-1400	25,153	29,291	38,011	47,136	48,531	63,063	56,236	41,795	60,638	63,058	65,575	68,192	70,913	-3.85%	(2,425)		7.83%	4,402
173	Engineering Services	10-426-2210	3,150	5,198	7,040	13,606	9,999	10,000	10,000		10,000	10,000	10,000	10,000	10,000	0.00%	-		0.00%	-
174	Court Management (Tennis/Pickleball)	10-426-2270	2,308	2,630	8,702	6,239	3,747	8,000	7,500	6,898	8,000	8,000	8,000	8,000	8,000	0.00%	-		6.67%	500
175	Aquatics Lessons/Programs	10-426-2290	2,040	2,839	3,459	4,198	7,298	5,000	7,000	5,591	5,000	5,000	5,000	5,000	5,000	0.00%	-		-28.57%	(2,000)
176	Professional Services	10-426-2650	8,000	8,240	2,332	-	-	11,000	11,000	5,500	11,500	11,818	12,172	12,512	12,852	4.55%	500		4.55%	500
177	Media	10-426-2890	23,882	27,578	22,357	20,798	23,599	30,000	30,000	19,523	30,000	30,000	30,000	30,000	30,000	0.00%	-		0.00%	-
178	Community Projects/Programs	10-426-2940	28,224	168,562	193,513	219,177	279,751	360,000	365,000	193,856	460,000	473,800	488,014	502,654	517,734	27.78%	100,000		26.03%	95,000
179	Community Volunteer Projects	10-426-2941	2,807	19,331	16,993	21,680	15,573	20,000	20,000	2,083	20,000	20,000	20,000	20,000	20,000	0.00%	-		0.00%	-
180	Youth Leadership Council	10-426-2942	100	3,172	3,830	4,449	5,626	5,000	5,000	3,313	5,000	5,000	5,000	5,000	5,000	0.00%	-		0.00%	-
181	PARC	10-426-2943	3,386	4,396	4,280	7,011	2,139	5,000	5,000	366	5,000	5,000	5,000	5,000	5,000	0.00%	-		0.00%	-
182	CAPS	10-426-2944	3,289	1,939	5,000	4,146	2,936	5,000	5,000	2,263	5,000	5,000	5,000	5,000	5,000	0.00%	-		0.00%	-
183	OSAC	10-426-2945	957	4,918	4,142	4,799	5,144	5,000	5,000	255	5,000	5,000	5,000	5,000	5,000	0.00%	-		0.00%	-
184	ACES	10-426-2946	-	1,278	4,088	4,863	4,535	5,000	5,000	150	5,000	5,000	5,000	5,000	5,000	0.00%	-		0.00%	-
185	Telephone	10-426-3100	7,092	10,661	12,484	10,924	12,111	14,500	14,500	8,594	16,500	16,500	16,500	16,500	16,500	13.79%	2,000		13.79%	2,000
186	Utilities	10-426-3110	20,676	25,703	61,136	48,022	53,717	67,000	67,000	43,158	69,000	71,070	73,202	75,398	77,660	2.99%	2,000		2.99%	2,000
187	Landscape Water	10-426-3140	43,424	43,142	42,461	48,176	39,765	48,500	48,500	20,296	53,000	58,035	63,548	69,585	76,196	9.28%	4,500		9.28%	4,500
188	- To Landscape as part of Rate Study	10-426-3140	-	-	-	-	-	-	-	-	(28,000)	(30,660)	(33,573)	(36,762)	(40,254)	N/A	(28,000)		N/A	(28,000)
189	Electricity	10-426-3150	65,689	56,037	58,681	45,745	68,665	105,000	105,000	45,711	108,000	111,240	114,577	118,014	121,554	2.86%	3,000		2.86%	3,000
190	- To Landscape as part of Rate Study	10-426-3150	-	-	-	-	-	-	-	-	(20,000)	(20,700)	(21,425)	(22,175)	(22,951)	N/A	(20,000)		N/A	(20,000)
191	EV Charging Station Electricity	10-426-3151	-	-	-	24	304	1,000	1,000	-	1,000	1,000	1,000	1,000	1,000	0.00%	-		0.00%	-
192	Software Maintenance	10-426-3210	19,200	33,435	34,058	33,066	31,612	54,500	54,500	21,546	56,000	57,680	59,410	61,192	63,028	2.75%	1,500		2.75%	1,500
193	Building Maintenance	10-426-3220	50,592	118,830	219,340	277,237	227,100	200,000	250,000	175,432	206,500	212,695	219,076	225,648	232,417	3.25%	6,500		-17.40%	(43,500)
194	New Building Maintenance - Downtown Superior Public Space (8,000 SF)	10-426-3220	-	-	-	-	-	55,500	40,000	-	125,000	100,000	103,000	106,090	109,273	125.23%	69,500		212.50%	85,000
195	EV Charging Station Maintenance	10-426-3221	-	-	-	-	-	4,300	4,300	-	4,500	4,679	4,867	5,057	5,247	4.65%	200		4.65%	200
196	Art & History Projects and Programs	10-426-3222	-	-	-	6,010	51,490	50,000	50,000	26,399	50,000	50,000	50,000	50,000	50,000	0.00%	-		0.00%	-
197	Park/Median Maintenance (Class 2)	10-426-3330	462,894	339,406	514,423	439,164	533,788	540,000	540,000	366,034	531,200	547,136	563,550	580,457	597,871	-1.63%	(8,800)		-1.63%	(8,800)
198	- To Landscape as part of Rate Study	10-426-3330									(167,000)	(172,010)	(177,170)	(182,485)	(187,960)	N/A	(167,000)		N/A	(167,000)
199	Aquatics Chemicals & Maintenance	10-426-3480	34,613	32,331	24,720	42,751	48,062	45,000	60,000	58,865	45,000	45,000	45,000	45,000	45,000	0.00%	-		-25.00%	(15,000)
200	Downtown Plaza Fountain	10-426-3485	-	-	-	-	-	-	15,000	2,254	20,000	20,600	21,218	21,855	22,511	N/A	20,000		33.33%	5,000
201	Community Meetings	10-426-4110	-	-	-	-	151	500	500	-	500	500	500	500	500	0.00%	-		0.00%	-
202	Committee Member Training	10-426-4121	-	-	-	-	-	2,500	2,500	-	2,500	2,500	2,500	2,500	2,500	0.00%	-		0.00%	-
203	Historic Preservation	10-426-4130	820	5,018	4,510	5,541	5,029	5,000	5,000	1,566	5,000	5,000	5,000	5,000	5,000	0.00%	-		0.00%	-
204	Memberships	10-426-4200	2,197	5,598	3,162	3,923	8,240	5,500	8,700	6,134	6,500	6,500	6,500	6,500	6,500	18.18%	1,000		-25.29%	(2,200)
205	Training	10-426-4300	11,024	6,880	8,531	10,481	11,577	10,600	12,000	6,002	10,600	10,600	10,600	10,600	10,600	0.00%	-		-11.67%	(1,400)
206	Travel & Expenses	10-426-4310	253	(36)	2,328	4,784	5,782	14,600	7,500	2,161	14,600	14,600	14,600	14,600	14,600	0.00%	-		94.67%	7,100
207	Rec Program Expenses	10-426-4700	59,440	113,798	133,346	154,851	163,058	165,000	165,000	82,176	170,000	175,000	180,000	185,000	190,000	3.03%	5,000		3.03%	5,000
208	Other Fees and Charges	10-426-4900	2,723	10,401	14,519	19,491	8,727	7,500	7,500	6,739	7,500	7,500	7,500	7,500	7,500	0.00%	-		0.00%	-
209	Supplies	10-426-5100	18,236	24,599	32,004	32,994	36,149	12,500	35,000	33,839	17,750	27,250	23,250	23,750	26,500	42.00%	5,250		-49.29%	(17,250)
210	Fuel & Vehicle Maintenance	10-426-5120	14,319	20,331	30,311	35,731	33,948	24,500	24,500	9,861	25,500	26,112	26,895	27,701	28,507	4.08%	1,000		4.08%	1,000
211	Uniforms	10-426-5160	3,285	5,779	6,977	8,277	6,897	8,000	8,000	6,228	8,200	8,446	8,699	8,960	9,229	2.50%	200		2.50%	200
212	Tools & Small Equipment	10-426-5220	2,229	2,853	7,208	6,727	5,804	4,000	5,000	1,541	4,000	4,000	4,000	4,000	4,000	0.00%	-		-20.00%	(1,000)
213	Yard Waste	10-426-8262	90,825	98,963	105,721	115,133	115,556	110,000	110,000	53,809	115,000	120,000	125,000	130,000	135,000	4.55%	5,000		4.55%	5,000
214	**TOTAL PROS**		$ 2,300,677	$ 2,750,328	$ 3,390,418	$ 3,720,870	$ 4,057,184	$ 4,473,614	$ 4,627,916	$ 2,874,075	$ 4,768,400	$ 4,926,430	$ 5,106,201	$ 5,297,867	$ 5,499,574	6.59%	294,786		3.04%	$ 140,484
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	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
6		Account #	2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Actual	2025 Budget	2025 Estimate	2025 YTD (as of 9/9/25)	2026 Budget	2027 Budget	2028 Budget	2029 Budget	2030 Budget	% Change 2025-2026 (Budget)	$ Change 2025-2026 (Budget)		% Change 2025-2026 (Estimated)	$ Change 2025-2026 (Estimated)
216	**PUBLIC WORKS & UTILITIES**																			
217	Regular Salaries	10-430-1010	$ 725,016	$ 755,627	$ 862,303	$ 862,286	$ 1,013,518	$ 1,170,277	$ 1,217,431	$ 770,393	$ 1,240,852	$ 1,290,486	$ 1,342,105	$ 1,395,789	$ 1,451,621	6.03%	70,575		1.92%	23,421
218	Part-time Salaries	10-430-1040	22,925	27,190	10,500	7,980	7,000	36,050	-	-	36,050	37,492	38,992	40,552	42,174	0.00%	-		N/A	36,050
219	On-Call Wages	10-430-1050	7,320	7,300	7,300	7,300	7,320	7,300	7,300	4,700	7,300	7,300	7,300	7,300	7,300	0.00%	-		0.00%	-
220	Overtime	10-430-1060	60,942	51,119	62,591	53,400	67,083	57,475	80,000	61,272	60,000	62,700	65,522	68,470	71,551	4.39%	2,525		-25.00%	(20,000)
221	Payroll Costs (Benefits)	10-430-1300	244,594	275,224	292,097	290,235	377,026	498,115	520,837	331,657	523,060	554,444	587,711	622,974	660,352	5.01%	24,945		0.43%	2,223
222	FICA	10-430-1400	11,347	11,724	13,693	13,847	15,566	20,666	18,919	12,033	21,726	22,595	23,499	24,440	25,418	5.13%	1,060		14.84%	2,807
223	Engineering Services	10-430-2210	34,321	150,897	145,819	112,247	88,456	40,000	40,000	22,700	40,000	41,200	42,436	43,709	45,020	0.00%	-		0.00%	-
224	Traffic Engineering	10-430-2240	23,352	19,440	38,862	43,645	39,255	31,000	25,000	4,606	32,000	32,960	33,949	34,967	36,016	3.23%	1,000		28.00%	7,000
225	GIS	10-430-2760	9,765	1,159	12,335	11,248	11,751	20,000	2,120	2,120	-	-	-	-	-	-100.00%	(20,000)		-100.00%	(2,120)
226	Telephone	10-430-3100	1,783	1,364	2,822	1,239	1,768	2,250	3,000	2,086	2,500	2,575	2,652	2,732	2,814	11.11%	250		-16.67%	(500)
228	Electricity	10-430-3150	129,183	120,357	117,948	114,765	144,083	150,000	150,000	88,050	154,500	159,135	163,909	168,826	173,891	3.00%	4,500		3.00%	4,500
229	Street Light - Maintenance (Xcel)	10-430-3180	72,274	46,991	82,481	69,067	58,973	82,500	80,000	27,424	85,000	87,550	90,177	92,882	95,668	3.03%	2,500		6.25%	5,000
230	Street Light - Maintenance (Town-owned)	10-430-3181	-	-	31,178	10,566	105,935	45,000	45,000	13,071	70,000	72,100	65,000	66,950	68,959	55.56%	25,000		55.56%	25,000
231	Software Maintenance	10-430-3210	10	159	245	520	-	2,500	2,500	1,070	2,600	2,678	2,758	2,841	2,926	4.00%	100		4.00%	100
232	Snow Removal - Contractor	10-430-3420	390,855	426,174	465,077	417,942	416,777	415,000	415,000	283,799	425,000	444,125	464,111	484,996	506,821	2.41%	10,000		2.41%	10,000
233	Snow Removal - Materials	10-430-5620	186,578	126,589	206,037	184,718	142,124	180,000	150,000	86,690	180,000	185,400	190,962	196,691	202,592	0.00%	-		20.00%	30,000
234	Traffic Signal Maintenance	10-430-3440	39,102	31,964	15,553	88,305	40,726	45,000	40,000	9,855	45,000	46,350	47,741	49,173	50,648	0.00%	-		12.50%	5,000
235	Memberships	10-430-4200	533	469	1,162	807	1,089	1,500	1,200	683	1,500	1,545	1,591	1,639	1,688	0.00%	-		25.00%	300
236	Training	10-430-4300	955	3,094	1,136	2,335	3,680	3,900	5,000	3,694	3,900	3,900	3,900	3,900	3,900	0.00%	-		-22.00%	(1,100)
237	Travel & Expenses	10-430-4310	1,742	825	1,264	370	1,822	5,150	2,500	641	5,150	5,150	5,150	5,150	5,150	0.00%	-		106.00%	2,650
238	Printing & Binding	10-430-4400	100	-	-	50	-	500	500	-	-	-	-	-	-	-100.00%	(500)		-100.00%	(500)
239	Other Fees and Services	10-430-4900	743	5,533	6,952	8,307	3,231	6,400	5,000	1,878	6,500	6,695	6,896	7,103	7,316	1.56%	100		30.00%	1,500
240	Supplies	10-430-5100	6,111	1,454	4,603	5,551	24,021	10,500	10,500	1,972	5,000	13,000	9,000	9,500	5,500	-52.38%	(5,500)		-52.38%	(5,500)
241	Fuel & Vehicle Maintenance	10-430-5120	20,574	28,665	23,391	46,003	37,356	36,000	25,000	16,161	32,500	34,000	35,000	36,050	37,132	-9.72%	(3,500)		30.00%	7,500
242	Signage & Striping	10-430-5130	96,017	21,134	67,800	27,944	59,026	175,000	125,000	30,668	80,000	82,400	84,872	87,418	90,041	-54.29%	(95,000)		-36.00%	(45,000)
243	Uniforms & Equipment	10-430-5160	5,799	3,975	5,483	6,693	7,107	10,000	10,000	3,835	10,000	10,300	10,609	10,927	11,255	0.00%	-		0.00%	-
245	Tools & Small Equipment	10-430-5220	6,000	5,622	8,712	6,157	5,057	8,000	7,500	3,332	8,000	8,240	8,487	8,742	9,004	0.00%	-		6.67%	500
246	**TOTAL PUBLIC WORKS & UTILITIES**		$ 2,128,043	$ 2,152,087	$ 2,515,301	$ 2,422,026	$ 2,698,475	$ 3,060,083	$ 2,989,307	$ 1,784,390	$ 3,078,138	$ 3,214,320	$ 3,334,329	$ 3,473,721	$ 3,614,757	0.59%	18,055		2.97%	88,831
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	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
6		Account #	2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Actual	2025 Budget	2025 Estimate	2025 YTD (as of 9/9/25)	2026 Budget	2027 Budget	2028 Budget	2029 Budget	2030 Budget	% Change 2025-2026 (Budget)	$ Change 2025-2026 (Budget)		% Change 2025-2026 (Estimated)	$ Change 2025-2026 (Estimated)
248	**NON-DEPARTMENTAL**																			
249	Workers' Compensation Insurance	10-490-1420	$ 19,487	$ 24,078	$ 23,992	$ 31,640	$ 33,872	$ 42,000	$ 42,000	$ 38,637	$ 46,000	$ 48,000	$ 50,000	$ 52,000	$ 54,000	9.52%	4,000		9.52%	4,000
250	DTS - Parking and Common Areas	10-490-2250	-	-	-	-	4,521	65,000	69,500	31,191	67,000	69,010	71,080	73,212	75,408	3.08%	2,000		-3.60%	(2,500)
251	Collections (Treasurer's Fees)	10-490-2420	69,157	78,330	90,480	94,397	110,184	115,000	120,000	92,508	122,000	123,000	126,000	127,000	129,000	6.09%	7,000		1.67%	2,000
252	Paying Agent Fee - COPS	10-490-2510	2,500	5,000	5,000	5,000	5,000	5,000	5,000	2,500	5,000	5,000	5,000	5,000	5,000	0.00%	-		0.00%	-
253	Professional Services	10-490-2650	14,950	23,250	78,534	100,903	109,578	120,000	120,000	22,012	70,000	70,000	35,000	35,000	35,000	-41.67%	(50,000)		-41.67%	(50,000)
254	Phone System	10-490-3100	-	-	16,279	23,880	15,495	23,000	23,000	18,527	25,000	26,250	27,563	28,941	30,388	8.70%	2,000		8.70%	2,000
255	Office Lease	10-490-3105	-	-	217,581	286,424	221,731	267,500	287,000	211,257	280,000	288,400	297,052	305,964	315,143	4.67%	12,500		-2.44%	(7,000)
256	Utilities	10-490-3110	64,198	95,486	120,492	117,436	130,059	184,500	184,500	75,000	190,000	195,700	201,571	207,618	213,847	2.98%	5,500		2.98%	5,500
257	Holiday Lighting	10-490-3130	73,531	55,197	81,413	112,459	107,369	100,000	100,000	-	90,000	93,600	97,344	101,238	105,288	-10.00%	(10,000)		-10.00%	(10,000)
258	EV Charging Station Electricity	10-490-3151	-	-	24	107	98	250	350	335	250	300	300	300	350	0.00%	-		-28.57%	(100)
259	Software Maintenance	10-490-3210	33,021	25,609	33,408	45,027	41,951	40,000	40,000	8,401	44,500	45,835	47,210	48,626	50,085	11.25%	4,500		11.25%	4,500
260	Building Maintenance	10-490-3220	78,503	79,167	88,040	71,734	87,785	74,250	74,250	63,495	78,000	80,340	82,750	85,233	87,790	5.05%	3,750		5.05%	3,750
261	EV Charging Station Maintenance	10-490-3221	-	-	5,392	15,321	6,800	14,000	10,000	2,650	10,000	10,300	10,609	10,927	11,255	-28.57%	(4,000)		0.00%	-
262	Memberships	10-490-4200	11,790	15,743	21,344	40,644	38,944	41,000	41,000	25,987	42,500	43,775	45,088	46,441	47,834	3.66%	1,500		3.66%	1,500
263	Printing and Binding	10-490-4400	39	22	269	23,070	-	1,000	1,000	-	1,000	1,000	1,000	1,000	1,000	0.00%	-		0.00%	-
264	Postage & Meter	10-490-4500	6,937	4,179	7,826	7,502	5,040	8,000	8,000	4,458	8,250	8,498	8,753	9,016	9,286	3.13%	250		3.13%	250
265	Property Casualty Insurance	10-490-4600	87,973	94,140	119,807	147,482	153,353	179,400	205,000	200,287	225,500	236,775	248,614	261,045	274,097	25.70%	46,100		10.00%	20,500
266	Other Fees & Services	10-490-4900	66,533	41,673	58,552	150,826	47,031	50,000	97,491	64,994	50,000	50,000	50,000	50,000	50,000	0.00%	-		-48.71%	(47,491)
267	Supplies	10-490-5100	11,167	12,935	12,521	19,847	20,701	16,500	16,500	13,066	18,500	19,055	19,627	20,216	20,822	12.12%	2,000		12.12%	2,000
268	Fuel & Vehicle Maintenance	10-490-5120	4,707	7,733	3,058	4,317	4,695	6,000	6,000	2,254	6,000	6,500	6,500	7,000	7,000	0.00%	-		0.00%	-
269	Computer Software	10-490-5200	6,727	7,961	18,091	20,095	26,810	24,000	31,424	28,351	27,000	27,810	28,644	29,503	30,388	12.50%	3,000		-14.08%	(4,424)
270	Office Equipment/Copier	10-490-6100	18,365	18,125	17,659	20,241	18,695	21,000	21,000	10,343	24,000	24,720	25,462	26,226	27,013	14.29%	3,000		14.29%	3,000
271	Community Center Acquisition 2019 Loan - Principal	10-490-7750	-	-	270,000	280,000	285,000	295,000	295,000	-	300,000	310,000	315,000	325,000	330,000	1.69%	5,000		1.69%	5,000
272	Community Center Acquisition 2019 Loan - Interest	10-490-7760	99,827	104,775	104,775	97,917	90,805	83,566	83,566	41,783	76,073	68,453	60,579	52,578	44,323	-8.97%	(7,493)		-8.97%	(7,493)
273	Community Center Tenant Improvement/FF&E 2020 Loan - Principal	10-490-7770	-	-	195,000	200,000	210,000	215,000	215,000	-	220,000	225,000	230,000	235,000	240,000	2.33%	5,000		2.33%	5,000
274	Community Center Tenant Improvement/FF&E 2020 Loan - Interest	10-490-7780	25,612	76,200	76,200	71,247	66,167	60,833	60,833	30,417	55,372	49,784	44,069	38,227	32,258	-8.98%	(5,461)		-8.98%	(5,461)
275	STC - Public Improvement Reimbursement - Building Use Tax	10-490-8002	146,208	418,028	542,893	65,483	219,645	575,000	627,000	151,642	115,000	295,000	330,000	-	-	-80.00%	(460,000)		-81.66%	(512,000)
276	STC - Public Improvement Reimbursement - Permit and Plan Review Fees	10-490-8003	49,171	164,481	225,790	35,793	133,120	495,000	538,000	92,209	96,000	252,000	284,000	-	-	-80.61%	(399,000)		-82.16%	(442,000)
277	Louisville Revenue Share	10-490-8004	86,610	65,208	58,906	67,924	55,392	65,000	62,500	57,405	62,500	87,500	100,000	105,000	112,500	-3.85%	(2,500)		0.00%	-
278	Sales Tax Rebate/Refund	10-490-8111	-	-	-	-	-	-	-	-	-	16,750	22,500	27,500	33,500	N/A	-		N/A	-
279	System Development Fee Rebate/Refund	10-490-8112	-	-	-	-	-	460,000	-	-	1,164,000	-	-	-	-	153.04%	704,000		N/A	1,164,000
288	Marshall Fire - Use Tax Rebate	10-490-8530	-	-	775,504	1,310,777	136,600	205,000	100,000	24,230	100,000	-	-	-	-	-51.22%	(105,000)		0.00%	-
289	Marshall Fire - Permit & Plan Review Rebate	10-490-8531	-	-	335,960	543,536	57,387	100,000	50,000	10,195	50,000	-	-	-	-	-50.00%	(50,000)		0.00%	-
290	Transfer of Current Year Operating Surplus to Governmental Capital	10-490-9420	3,050,000	2,925,000	3,875,000	4,850,000	5,750,000	3,050,000	3,350,000	-	950,000	1,400,000	1,000,000	300,000	-	-68.85%	(2,100,000)		-71.64%	(2,400,000)
294	**TOTAL NON-DEPARTMENTAL**		$ 4,027,152	$ 4,397,068	$ 10,131,149	$ 9,672,842	$ 8,721,516	$ 7,001,799	$ 6,884,914	$ 1,324,134	$ 4,619,445	$ 4,178,355	$ 3,871,315	$ 2,614,811	$ 2,372,575	-34.02%	(2,382,354)		-32.90%	(2,265,469)
295																				
296	**LIBRARY**																			
297	Library Contribution (Louisville IGA)	10-491-4140	$ 350,689	$ 347,647	$ 397,687	$ 350,465	$ 436,673	$ 417,000	$ 452,048	$ 452,048	$ 456,000	$ 451,000	$ 470,000	$ 470,000	$ 490,000	9.35%	39,000		0.87%	3,952
298	**TOTAL LIBRARY**		$ 350,689	$ 347,647	$ 397,687	$ 350,465	$ 436,673	$ 417,000	$ 452,048	$ 452,048	$ 456,000	$ 451,000	$ 470,000	$ 470,000	$ 490,000	9.35%	$ 39,000		0.87%	3,952
299																				
300	**GRAND TOTAL EXPENDITURES**		$ 14,178,797	$ 15,288,023	$ 23,375,305	$ 23,529,467	$ 24,934,023	$ 24,694,132	$ 24,482,725	$ 12,541,745	$ 22,836,884	$ 22,759,761	$ 23,175,236	$ 22,527,964	$ 23,105,192	-7.52%	$ (1,857,248)		-6.72%	(1,645,841)
301																				
302	**TOTAL CHANGE IN FUND BALANCE**		$ 590,129	$ 2,678,153	$ (574,170)	$ (573,566)	$ (1,373,492)	$ (1,172,562)	$ (240,005)		$ (650,744)	$ (248,149)	$ 29,801	$ 20,882	$ (89,695)					
303																				
304	**EMERGENCY RESERVE (3%)/OTHER COMMITMENTS**		$ 654,000	$ 782,000	$ 1,004,500	$ 996,500	$ 1,061,500	$ 740,824	$ 734,482		$ 685,107	$ 682,793	$ 695,257	$ 675,839	$ 693,156					
305																				
306	**ENDING UNRESERVED FUND BALANCE, TOWN**		$ 8,537,626	$ 11,087,779	$ 10,291,109	$ 9,725,543	$ 8,287,051	$ 6,885,217	$ 8,374,064		$ 7,772,695	$ 7,526,860	$ 7,544,197	$ 7,584,497	$ 7,477,485					

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
1	**Town of Superior**																			
2	**Preliminary**																			
3	**2026 General Operating Expenditure Budget**																			
4																				
5																				
6		**Account #**	**2020 Actual**	**2021 Actual**	**2022 Actual**	**2023 Actual**	**2024 Actual**	**2025 Budget**	**2025 Estimate**	**2025 YTD (as of 9/9/25)**	**2026 Budget**	**2027 Budget**	**2028 Budget**	**2029 Budget**	**2030 Budget**	**% Change 2025-2026 (Budget)**	**$ Change 2025-2026 (Budget)**		**% Change 2025-2026 (Estimated)**	**$ Change 2025-2026 (Estimated)**
307																				
308	**SMD1 ADMINISTRATIVE FEE AND FEE SUPPORTED EXPENDITURES TOTAL**		$ 1,783,147	$ 2,424,107	$ 3,593,162	$ 4,836,132	$ 2,794,707	$ 3,685,947	$ 3,705,473		$ 2,300,892	$ 2,672,874	$ 2,850,156	$ 2,025,215	$ 2,088,382					
309																				
310	**FUND BALANCE AS A % OF EXPENDITURES (EXCLUDING SMD1 ADMINISTRATIVE FEE AND FEE SUPPORTED EXPENDITURES)**		74%	92%	57%	57%	42%	36%	44%		41%	41%	41%	40%	39%					
311																				
312	**SURPLUS/(DEFICIT) COMPARED TO RESERVE POLICY - POLICY AT 75% - 100% through 2021, 60% - 80% in 2022, 50% - 70% 2023, 40% - 70% thereafter**	**40%**	$ 4,233,366	$ 6,724,213	$ 3,382,752	$ 3,244,709	$ 492,825	$ (777,233)	$ 797,645		$ 243,405	$ 174,898	$ 109,422	$ 59,236	$ (236,083)					
313																				
314	**SURPLUS/(DEFICIT) COMPARED TO RESERVE POLICY - POLICY AT 75% - 100% through 2021, 60% - 80% in 2022, 50% - 70% 2023, 40% - 70% thereafter**	**70%**	$ 514,671	$ 2,865,038	$ (2,551,891)	$ (2,363,292)	$ (6,148,970)	$ (7,079,689)	$ (5,435,530)		$ (5,917,392)	$ (5,851,168)	$ (5,988,102)	$ (6,091,588)	$ (6,541,126)					

	A	B	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC
1	**Town of Superior**														
2	**Preliminary**														
3	**2026 Capital Improvement Program Budget**														
4															
5															
6		**Account #**	**2020 Actual**	**2021 Actual**	**2022 Actual**	**2023 Actual**	**2024 Actual**	**2025 Budget**	**2025 Estimate**	**2025 YTD (as of 9/9/25)**	**2026 Budget**	**2027 Budget**	**2028 Budget**	**2029 Budget**	**2030 Budget**
7	**REVENUES**														
8															
9	Sales Tax	42-31-1300	$ 354,839	$ 623,521	$ 1,204,911	$ 1,318,190	$ 1,389,475	$ 1,393,126	$ 1,389,744	$ 917,438	$ 1,406,848	$ 1,432,709	$ 1,468,915	$ 1,499,948	$ 1,546,498
10	Vendor Fee Sales Tax Reduction (beginning 1/1/2014, 3.33% with $1,250 monthly cap) (SB 24-025 eliminated the monthly cap as of 7/1/25)	42-31-1300	(5,890)	(10,350)	(20,002)	(21,882)	(23,065)	(34,828)	(34,744)	-	(46,848)	(47,709)	(48,915)	(49,948)	(51,498)
13	Vehicle Use	42-31-1310	85,353	101,788	119,030	124,635	122,263	122,000	125,000	82,326	130,000	132,500	134,500	136,500	138,500
14	Building Use	42-31-1320	55,673	134,703	276,697	180,346	100,415	115,000	109,000	163,218	40,000	62,000	67,000	12,000	8,000
15	Interest Earnings	42-36-6100	25,791	2,380	5,151	26,885	65,916	9,000	50,000	34,710	1,000	9,000	43,000	51,000	49,000
16	Change in Market Value	42-36-6101	2,230	-	(3,468)	8,461	6,802	-			-	-	-	-	-
17	Grant Revenue	42-36-6300	61,146	86,760	379,528	1,098,377	21,147	2,019,565	2,064,000	1,029,769	622,200	75,000	50,000	100,000	25,000
18	Park Impact Fee (16-13-40 (1))	42-36-6840	69,000	116,940	132,000	102,000	9,000	51,000	12,000	12,000	93,000	51,000	45,000	30,000	-
19	School Impact Fee (16-13-40 (2))	42-36-6841	2,064,680	86,730	85,260	49,980	4,410	25,000	5,880	5,880	80,000	25,000	22,000	14,700	-
20	Public Facility Fee (16-13-30)	42-36-6843	-	-	-	-	-	-	-	-	-	-	-	-	-
21	Other Revenue	42-36-6600	154,042	29,873	329,702	-	37,879	-	-	-	-	-	-	-	-
22	Loan - Land Rover Purchase and Improvements	42-36-6820	3,000,000	-	-	-	-	-	-	-	-	-	-	-	-
23	Sales of Assets	42-36-6700	-	40,638	-	-	-	5,000	8,567	8,567	1,500,000	-	-	-	-
24	Marshall Fire - FEMA Reimbursement	42-36-6651	-	-	-	-	-	-	-	-	-	-	-	-	-
25	Marshall Fire - Insurance Reimbursement	42-36-6650	-	-	402,586	525,653	-	-	-	-	-	-	-	-	-
26	Transfer from Marshall Fire Recovery Fund	42-36-6973	-	-	-	874,933	861,655	860,000	885,050	-	820,000	293,000	866,000	858,500	878,000
27	Transfer from General Fund - Current Year Operating Surplus	42-36-6910	3,050,000	2,925,000	3,875,000	4,850,000	5,750,000	3,050,000	3,350,000	-	950,000	1,400,000	1,000,000	300,000	-
28															
29	**TOTAL REVENUES**		$ 9,732,076	$ 4,737,779	$ 6,786,395	$ 9,137,578	$ 8,345,897	$ 7,614,863	$ 7,964,497	$ 2,253,908	$ 5,596,200	$ 3,432,500	$ 3,647,500	$ 2,952,700	$ 2,593,500
30															
31															

	A	B	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC
1	**Town of Superior**														
2	**Preliminary**														
3	**2026 Capital Improvement Program Budget**														
4															
5															
6		**Account #**	**2020 Actual**	**2021 Actual**	**2022 Actual**	**2023 Actual**	**2024 Actual**	**2025 Budget**	**2025 Estimate**	**2025 YTD (as of 9/9/25)**	**2026 Budget**	**2027 Budget**	**2028 Budget**	**2029 Budget**	**2030 Budget**
32	**EXPENDITURES**														
33															
34	**Public Works**														
35	*New Capital*														
36	PW & Parks Maintenance and Operations Building	42-430-6421	$ -	$ -	$ -	$ -	$ 21,535	$ 625,000	$ 625,000	$ 121,565	$ 662,500	$ -	$ -	$ -	$ -
37	McCaslin Pedestrian Crossing	42-430-6642	-	-	57,688	38,497	-	-	-	-	604,000	-	-	-	-
38	Public Works Office Renovations (Superior Plaza)	42-430-6404	-	-	-	-	111,284	-	-	-	-	-	-	-	-
39	Rock Creek Pkwy Ped Underpass	42-430-6613		-	-	-	16,580	1,050,000	1,400,000	897,693	-	-	-	-	-
40	Promenade at 88th Street Traffic Signal		-	-	-	-	-	-	-	-	-	-	-	-	-
46															
47	*Maintenance Capital*														
48	Street Replacement Program	42-430-660X	2,556,714	3,299,243	1,237	4,095,858	3,085,469	2,350,000	3,137,000	1,559,038	500,000	-	-	1,000,000	-
49	Street Project Soft Costs (Design, Engineering, etc.)	42-430-6598	389,483	434,801	147,500	659,642	-	-			-	-	-		
50	Street Maintenance (Crack Sealing, Pot Hole Patching & Concrete Repair)	42-430-6599	351,314	530,090	374,545	341,810	338,236	300,000	210,000	140,657	400,000	300,000	300,000	300,000	300,000
51	Street Sealing (Slurry Seals)	42-430-6645	-	-	-	-	161,333	200,000	200,000	-	200,000	200,000	225,000	225,000	225,000
52	Traffic Calming	42-430-6650	98,602	94,380	83,730	61,364	32,003	25,000	25,000	-	25,000	25,000	25,000	25,000	25,000
53	Vehicle Replacement	42-430-6300	83,934	42,090	57,615	125,880	116,950	75,000	75,000	2,975	60,000	57,500	15,000	132,500	-
54	Traffic Signal System Upgrades	42-430-6244	14,932	-	-	-	-	60,000	120,000	-	80,000	50,000	-	-	-
55	Pavement Condition Index Update	42-430-6243	-	-	-	-	21,887	-	-	-	-	-	35,000	-	-
56	Bridge Rail Painting	42-430-6241	-	-	-	-	71,448	-	-	-	-	-	75,000	-	-
57	McCaslin Slope Stability Project	42-430-6640	-	-	-	-	-	-	-	-	-	-	-	-	-
58	Electronic Message Boards	42-430-6894	-	-	-	-	17,182	-	-	-	-	-	-	-	-
59	Traffic Signal Maintenance	42-430-6240	-	-	-	-	230,277	-	-	-	-	-	-	-	-
60															
61															
62															

	A	B	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC
1	**Town of Superior**														
2	**Preliminary**														
3	**2026 Capital Improvement Program Budget**														
4															
5															
6		**Account #**	**2020 Actual**	**2021 Actual**	**2022 Actual**	**2023 Actual**	**2024 Actual**	**2025 Budget**	**2025 Estimate**	**2025 YTD (as of 9/9/25)**	**2026 Budget**	**2027 Budget**	**2028 Budget**	**2029 Budget**	**2030 Budget**
63	**Parks and Recreation**														
64	*New Capital*														
65	PW & Parks Maintenance and Ops Building	42-426-6421	-	-	-	-	21,535	625,000	625,000	121,565	662,500	-	-	-	-
66	Playground Improvements	42-426-6492	-	-	267,214	135,675	2,335,089	100,000	100,000	87,589	100,000	100,000	100,000	100,000	100,000
67	Shade Structures & Tree Additions	42-426-6493	-	-	53,592	34,315	-	100,000	30,000	-	50,000	50,000	50,000	50,000	50,000
68	Xeriscaping Projects & Design	42-426-6494	-	15,000	153,154	-	520,195	75,000	290,000	107,575	100,000	100,000	100,000	100,000	100,000
69	Dog Park Renovation	42-426-6522	-	-	11,899	6,578	3,844	25,000	15,000	41	25,000	25,000	25,000	25,000	25,000
70	Community Park Playground	46-426-6845	-	-	-	-	-	-	-	-	550,000	-	-	-	-
71	STC Parcel 1 & 2 Park (Superior Commons)	42-426-6521	-	-	32,774	36,267	69,637	-	70,000	-	-	-	-	-	-
72	South Pool Renovation	42-426-6844		-	-	-	-	-	-	-	-	-	1,230,000	-	-
73															
74	*Maintenance Capital*														
75	Fence Maintenance (Town Owned)	42-426-3470	-	119,967	121,750	134,109	44,640	50,000	30,000	5,836	50,000	50,000	50,000	50,000	50,000
76	Irrigation System Upgrades	42-426-6040	-	-	-	143,086	39,950	65,000	50,000	166	50,000	50,000	50,000	50,000	50,000
77	Tree Enhancements and Care	42-426-6290	115,042	102,399	74,671	205,379	225,520	230,000	230,000	124,256	230,000	230,000	230,000	205,000	205,000
78	Vehicle Replacement	42-426-6300	-	-	16,848	131,474	134,771	60,000	60,000	24,790	50,000	-	75,000	50,000	-
79	Community Center Building Maintenance	42-426-6416	-	-	74,124	184,891	162,157	50,000	90,000	8,661	120,000	50,000	50,000	50,000	50,000
80	Parks Capital Maintenance (Buildings)	42-426-6423	-	3,085	12,631	10,453	14,757	15,000	15,000	-	15,000	15,000	15,000	15,000	15,000
81	Shrub Bed Renovation	42-426-6520	14,999	6,831	-	19,054	90,567	75,000	75,000	39,826	75,000	75,000	75,000	75,000	75,000
82	Park Improvements	42-426-6530	-	-	-	60,208	134,837	75,000	80,000	78,127	75,000	75,000	75,000	75,000	75,000
83	Park Furniture Replacement	42-426-6533	596	14,454	26,813	16,661	14,894	30,000	25,000	2,533	25,000	25,000	25,000	25,000	25,000
84	Historic Projects	42-426-6560	19,890	20,850	9,974	-	22,135	35,000	35,000	857	50,000	30,000	25,000	25,000	25,000
85	Public Art Acquisition	42-426-6989	148,144	159,531	59,402	43,154	72,350	70,000	65,000	13,272	70,000	70,000	70,000	70,000	70,000
86	Parking Lot Improvements (Overlay)	42-426-6581	157,815	-	-	-	-	-	-	-	70,000	50,000	30,000	30,000	30,000
87	Tennis Court Improvements	42-426-6150	-	-	-	-	-	-	-	-	-	450,000	-	-	-
88	Pickleball Court Improvements	42-426-6529	-	-	-	-	4,326	-	-	-	-	-	10,000	-	10,000
93															

	A	B	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC
1	**Town of Superior**														
2	**Preliminary**														
3	**2026 Capital Improvement Program Budget**														
4															
5															
6		**Account #**	**2020 Actual**	**2021 Actual**	**2022 Actual**	**2023 Actual**	**2024 Actual**	**2025 Budget**	**2025 Estimate**	**2025 YTD (as of 9/9/25)**	**2026 Budget**	**2027 Budget**	**2028 Budget**	**2029 Budget**	**2030 Budget**
94	**Other**														
95	Sustainability Enhancements	42-490-6010	-	-	22,020	-	-	50,000	50,000	-	232,500	182,500	182,500	182,500	182,500
96	Enhanced Town Facility Comms/Security Cameras	42-490-6021	5,455	-	36,613	26,194	31,730	20,000	20,000	-	20,000	20,000	20,000	20,000	20,000
97	Server Replacement	42-490-6100	26,472	-	-	6,070	14,899	50,000	30,000	787	50,000	-	50,000	30,000	50,000
98	Town Audtio Visual Equipment Improvements	42-490-6140	-	37,391	31,152	7,055	4,199	20,000	20,000	6,553	20,000	20,000	20,000	20,000	20,000
99	Building Capital Maintenance	42-490-6402	4,075	3,065	24,216	22,126	5,976	30,000	30,000	5,527	15,000	15,000	15,000	15,000	15,000
100	Landscape Code Update	TBD		-	-	-	-	-	-	-	80,000	-	-		-
101	Energy Code Evaluation	TBD		-	-	-	-	-	-	-	50,000	50,000	25,000	75,000	-
102	Downtown Superior Civic Space, FF&E	42-490-6546	-	-	-	7,250	308,130	600,000	1,300,000	1,211,989	-	-	-	-	-
103	Land	42-490-6900		-	-	-	-	-	550,000	5,000	-	-	-	-	-
104	Comprehensive Plan Update	42-490-6991	-	-	-	-	135,048	225,000	225,000	119,587	-	-	-	-	-
105	Vehicle	42-490-6300			-	-	25,604	-	-	-	-	-	-	-	-
106															
107	**TOTAL EXPENDITURES**		$ 7,239,433	$ 7,552,333	$ 6,302,378	$ 7,699,882	$ 8,784,023	$ 7,360,000	$ 9,902,000	$ 4,686,465	$ 5,366,500	$ 2,365,000	$ 3,272,500	$ 3,020,000	$ 1,792,500
108															
109	**CHANGE IN FUND BALANCE**						$ (438,126)	$ 254,863	$ (1,937,503)	$ (2,432,557)	$ 229,700	$ 1,067,500	$ 375,000	$ (67,300)	$ 801,000
110															
111	**BEGINNING FUND BALANCE**						$ 2,415,017	$ 231,097	$ 1,976,891		$ 39,388	$ 269,088	$ 1,336,588	$ 1,711,588	$ 1,644,288
112															
113	**ENDING FUND BALANCE**						$ 1,976,891	$ 485,960	$ 39,388		$ 269,088	$ 1,336,588	$ 1,711,588	$ 1,644,288	$ 2,445,288

Town of Superior
Preliminary
2026 Capital Improvement Program 2025 Budget

	Account #	2024 Actual	2025 Budget	2025 Estimate	2025 YTD (as of 9/9/25)	2026 Budget	2027 Budget	2028 Budget	2029 Budget	2030 Budget
REVENUES										
Sales Tax	46-31-1300	$ -	$ -	$ -	$ -	$ -	$ 500,000	$ 575,000	$ 575,000	$ 575,000
Vendor Fee Sales Tax Reduction (beginning 1/1/2014, 3.33% with $1,250 monthly cap) (SB 24-025 eliminated the monthly cap as of 7/1/25)	46-31-1300	-	-	-	-	-	(16,650)	(19,148)	(19,148)	(19,148)
Vehicle Use	46-31-1310	-	-	-	-	-	-	-	-	-
Building Use	46-31-1320	-	-	-	-	-	-	-	-	-
Interest Earnings	46-36-6100	-	-	200,000	167,976	293,000	58,000	41,000	6,000	23,000
Change in Market Value	46-36-6101	-	-	-	-	-	-	-	-	-
Grant Revenue	46-36-6300	-	-	-	-	-	-	-	-	-
Other Revenue	46-36-6600	-	-	-	-	-	-	-	-	-
Transfer from Marshall Fire Recovery Fund	46-36-6973	-	-	-	-	-	550,000	-	-	-
Bond Proceeds	46-36-6810	-	17,200,000	17,245,147	17,245,147	-	-	-	-	-
TOTAL REVENUES		$ -	$ 17,200,000	$ 17,445,147	$ 17,413,123	$ 293,000	$ 1,091,350	$ 596,852	$ 561,852	$ 578,852
EXPENDITURES										
Public Works										
RCP - Indiana to 88th Street	46-430-6614	$ -	$ 350,000	$ 350,000	$ 295,640	$ 3,000,000	$ -	$ -	$ -	$ -
RCP - Honey Creek to Coalton	46-430-6615	-	1,500,000	100,000	-	2,200,000	-	-	-	-
Indiana Street - W Torreys to McCaslin	46-430-6616	-	-	-	-	2,000,000	-	-	-	-
Parks and Recreation										
North Pool Renovation	46-426-6843	-	2,330,000	330,000	234,801	5,270,000	-	-	-	-
South Pool Renovation	46-426-6844	-	270,000	350,000	20,000	270,000	1,510,000	1,640,000	-	-
Community Park Playground	46-426-6845	-	700,000	700,000	625,000	-	-	-	-	-
Community Center Structural and Drainage Project	TBD	-	-	-	-	1,500,000	-	-	-	-
TOTAL EXPENDITURES		$ -	$ 5,150,000	$ 1,830,000	$ 1,175,441	$ 14,240,000	$ 1,510,000	$ 1,640,000	$ -	$ -
CHANGE IN FUND BALANCE		$ -	$ 12,050,000	$ 15,615,147	$ 16,237,682	$ (13,947,000)	$ (418,650)	$ (1,043,148)	$ 561,852	$ 578,852
BEGINNING FUND BALANCE		$ -	$ -	$ -		$ 15,615,147	$ 1,668,147	$ 1,249,497	$ 206,349	$ 768,201
ENDING FUND BALANCE		$ -	$ 12,050,000	$ 15,615,147		$ 1,668,147	$ 1,249,497	$ 206,349	$ 768,201	$ 1,347,053

Town of Superior
Preliminary
2026 CIP 2025 Debt Service Budget

	Account #	2024 Actual	2025 Budget	2025 Estimate	2025 YTD (as of 9/9/25)	2026 Budget	2027 Budget	2028 Budget	2029 Budget	2030 Budget	% Change 2025-2026 (Budget)	$ Change 2025-2026 (Budget)	% Change 2025-2026 (Estimated)	$ Change 2025-2026 (Estimated)
REVENUES														
Sales Tax	36-31-1300		$ 1,400,000	$ 1,446,154	$ 693,834	$ 1,468,915	$ 999,948	$ 966,326	$ 1,007,704	$ 1,038,737	4.92%	$ 68,915	1.57%	$ 22,761
Vendor Fee Sales Tax Reduction (beginning 1/1/2014, 3.33% with $1,250 monthly cap) (SB 24-025 eliminated the monthly cap as of 7/1/25)	36-31-1300			(36,154)		(48,915)	(16,648)	(13,031)	(14,409)	(15,442)	N/A	(48,915)	35.30%	(12,761)
Vehicle Use	36-31-1310		130,000	130,000	77,145	135,000	137,000	139,000	141,000	143,000	3.85%	5,000	3.85%	5,000
Building Use	36-31-1320		100,000	171,379	171,379	42,000	65,000	70,000	10,000	8,000	-58.00%	(58,000)	-75.49%	(129,379)
Interest Earnings	36-36-6100			9,000	5,006	31,000	44,000	42,000	39,000	38,000	N/A	31,000	244.44%	22,000
Bond Proceeds (Issuance Costs)	36-36-6810		330,000	323,253	323,253	-	-	-	-	-	-100.00%	(330,000)	-100.00%	(323,253)
TOTAL REVENUES			$ 1,960,000	$ 2,043,632	$ 1,270,617	$ 1,628,000	$ 1,229,300	$ 1,204,295	$ 1,183,295	$ 1,212,295	-16.94%	$ (332,000)	-20.34%	$ (415,632)
EXPENDITURES														
Paying Agent Fees	36-490-2430		$ 1,000	$ 1,000		$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	50.00%	$ 500	50.00%	$ 500
Bond Issuance Costs	36-490-2450		330,000	330,000	317,003	-	-	-	-	-	-100.00%	(330,000)	-100.00%	(330,000)
Bank Fees	36-490-2460		1,000	1,000		1,000	1,000	1,000	1,000	1,000	0.00%	-	0.00%	-
Bond Principal - 2025 Series	36-490-7790		490,000	490,000		370,000	385,000	405,000	425,000	450,000	-24.49%	(120,000)	-24.49%	(120,000)
Bond Interest - 2025 Series	36-490-7800		400,401	400,401		828,425	809,925	790,675	770,425	749,175	106.90%	428,024	106.90%	428,024
				-		-	-	-	-	-	N/A	-	N/A	-
TOTAL EXPENDITURES		$ -	$ 1,222,401	$ 1,222,401	$ 317,003	$ 1,200,925	$ 1,197,425	$ 1,198,175	$ 1,197,925	$ 1,201,675	-1.76%	$ (21,476)	-1.76%	$ (21,476)
CHANGE IN FUND BALANCE		$ -	$ 737,599	$ 821,231	$ 953,614	$ 427,075	$ 31,875	$ 6,120	$ (14,630)	$ 10,620				
BEGINNING FUND BALANCE		$ -	$ -	$ -		$ 821,231	$ 1,248,306	$ 1,280,181	$ 1,286,301	$ 1,271,671				
ENDING FUND BALANCE (DS RESERVE)		$ -	$ 737,599	$ 821,231		$ 1,248,306	$ 1,280,181	$ 1,286,301	$ 1,271,671	$ 1,282,291				

Town of Superior
Preliminary
2026 Conservation Trust Budget

	A	B	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC
6		**Account #**	**2020 Actual**	**2021 Actual**	**2022 Actual**	**2023 Actual**	**2024 Actual**	**2025 Budget**	**2025 Estimate**	**2025 YTD (as of 9/9/25)**	**2026 Budget**	**2027 Budget**	**2028 Budget**	**2029 Budget**	**2030 Budget**
7	**REVENUES**														
8															
9	Interest Earnings	70-36-6100	$ 2,268	$ 1,569	$ 2,875	$ 11,426	$ 11,226	$ 3,500	$ 7,500	$ 5,492	$ 2,000	$ 2,000	$ 2,000	$ 2,000	$ 2,000
10	Change in Market Value	70-36-6101	196	(1,333)	(2,600)	3,713	1,159	-	-		-	-	-		
11	Intergovernmental - State Lottery	70-36-6310	135,481	158,839	167,531	183,539	150,380	160,000	150,000	73,441	150,000	150,000	150,000	150,000	150,000
12															
13	**TOTAL REVENUES**		$ 137,945	$ 159,075	$ 167,806	$ 198,678	$ 162,765	$ 163,500	$ 157,500	$ 78,933	$ 152,000	$ 152,000	$ 152,000	$ 152,000	$ 152,000
14															
15															
16	**EXPENDITURES**														
17															
18	Pool Repairs and Improvements	70-426-3480	$ 55,884	$ 19,858	$ 45,622	$ 44,294	$ 189,927	$ 250,000	$ 250,000	$ 79,875	$ 75,000	$ 75,000	$ 75,000	$ 50,000	$ 50,000
19	Tree Enhancements and Care	70-426-6290	93,368	80,175	95,768	57,788	104,521	80,000	80,000	79,952	75,000	75,000	75,000	100,000	100,000
21															
22	**TOTAL EXPENDITURES**		$ 149,252	$ 100,033	$ 141,390	$ 102,082	$ 294,448	$ 330,000	$ 330,000	$ 159,827	$ 150,000	$ 150,000	$ 150,000	$ 150,000	$ 150,000
23															
24	**TOTAL CHANGE IN FUND BALANCE**		(11,307)	59,042	26,416	96,596	(131,683)	(166,500)	(172,500)	(80,894)	2,000	2,000	2,000	2,000	2,000
25															
26	**BEGINNING FUND BALANCE**		$ 183,370	$ 172,063	231,105	257,521	354,117	185,117	222,434		49,934	51,934	53,934	55,934	57,934
27															
28	**ENDING FUND BALANCE**		$ 172,063	$ 231,105	$ 257,521	$ 354,117	$ 222,434	$ 18,617	$ 49,934		$ 51,934	$ 53,934	$ 55,934	$ 57,934	$ 59,934
29															
30	**UNRESERVED FUND BALANCE AS % OF EXPENDITURES (EXCLUDING FUND TRANSFERS AND CAPITAL EXPENDITURES)**		115%	231%	182%	347%	76%	6%	15%		35%	36%	37%	39%	40%
31															
32	**SURPLUS/(DEFICIT) COMPARED TO RESERVE POLICY - POLICY AT 15% - 75%**	**15%**	$ 149,675	$ 216,100	$ 236,313	$ 338,805	$ 178,267	$ (30,883)	$ 434		$ 29,434	$ 31,434	$ 33,434	$ 35,434	$ 37,434
33															
34	**SURPLUS/(DEFICIT) COMPARED TO RESERVE POLICY - BOARD POLICY AT 15% - 75%**	**75%**	$ 60,124	$ 156,080	$ 151,479	$ 277,556	$ 1,598	$ (228,883)	$ (197,566)		$ (60,566)	$ (58,566)	$ (56,566)	$ (54,566)	$ (52,566)

Town of Superior
Preliminary
2026 Open Space Budget

	A	B	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH
6		Account #	2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Actual	2025 Budget	2025 Estimate	2025 YTD (as of 9/9/25)	2026 Budget	2027 Budget	2028 Budget	2029 Budget	2030 Budget	% Change 2025-2026 (Budget)	$ Change 2025-2026 (Budget)		% Change 2025-2026 (Estimated)	$ Change 2025-2026 (Estimated)
7	**REVENUES**																			
8																				
9	Sales Tax	71-31-1300	$ 588,936	$ 597,891	$ 569,360	$ 682,640	$ 759,010	$ 757,576	$ 754,194	$ 292,438	$ 760,319	$ 920,658	$ 956,864	$ 987,897	$ 1,034,447	0.36%	$ 2,743		0.36%	$ 2,743
10	Vendor Fee Sales Tax Reduction (beginning 1/1/2014, 3.33% with $1,250 monthly cap) (SB 24-025 eliminated the monthly cap as of 7/1/25)	71-31-1300	(9,776)	(9,925)	(9,451)	(11,332)	(12,600)	(24,278)	(24,194)		(25,319)	(30,658)	(31,864)	(32,897)	(34,447)	4.29%	(1,041)		4.29%	(1,041)
11	Vehicle Use	71-31-1310	50,353	66,788	84,030	94,635	87,263	92,000	95,000	52,326	100,000	102,500	104,500	106,500	108,500	8.70%	8,000		8.70%	8,000
12	Building Use	71-31-1320	50,673	129,703	271,697	175,346	95,415	110,000	104,000	158,218	35,000	57,000	62,000	7,000	3,000	-68.18%	(75,000)		-68.18%	(75,000)
13	Interest Earnings	71-36-6100	37,556	76	14,410	35,287	8,296	2,000	7,000	2,463	22,000	14,000	27,000	39,000	50,000	1000.00%	20,000		1000.00%	20,000
14	Change in Market Value	71-36-6101	2,081	-	(14,410)	12,115	1,269	-	-		-	-				N/A	-		N/A	-
15	Lease Revenue	71-36-6210	-	-	17,818	21,594	21,907	21,594	21,180	15,887	21,180	21,180	21,180	21,180	21,180	-1.92%	(414)		-1.92%	(414)
16	Grants	71-36-6300	-	-	4,617	13,893	34,000	-	521,035	46,250	521,234	511,375	100,000	100,000	100,000	N/A	521,234		N/A	521,234
17	Other Revenue	71-36-6600	-	-	5,572	-	-	-	-		900,900	-	-	-	-	N/A	900,900		N/A	900,900
18																				
19	**TOTAL REVENUES**		$ 8,307,974	$ 784,533	$ 943,643	$ 1,024,178	$ 994,560	$ 958,892	$ 1,478,215	$ 567,582	$ 2,335,314	$ 1,596,055	$ 1,239,680	$ 1,228,680	$ 1,282,680	143.54%	$1,376,422		143.54%	$ 1,376,422
20																				
21																				
22	**EXPENDITURES**																			
23	**CAPITAL**																			
24	Land	71-471-6900	$ -	$ -	$ -	$ 1,394,357	$ -	$ -	$ -	$ -	$ 1,365,000	$ -	$ -	$ -	$ -	N/A	1,365,000		N/A	1,365,000
25	Master Plan Implementation	71-471-6912	-	-	-	-	-	50,000	50,000	18,042	50,000	50,000	50,000	50,000	50,000	N/A	50,000		0.00%	-
26	Parking Lot Improvements	71-471-6581	-	-	-	-	-	20,000	20,000	-	-	20,000	-	20,000	-	N/A	-		-100.00%	(20,000)
27	Vehicle Replacement	71-471-6300	-	-	2,808	29,184	-	-	-	-	-	-	-	45,000	-	N/A	-		N/A	-
28	Oerman-Roche Trailhead	71-471-6905	2,000	6,500	-	-	576,134	-	-	-	-	-	-	-	-	-100.00%	(576,134)		N/A	-
29	Coyote Ridge Trailhead and Wayfinding	71-471-6907	-	-	-	-	4,151	-	145,000	13,763	-	-	-	-	-	-100.00%	(4,151)		N/A	-
30	Open Space Master Plan	71-471-6908	-	-	-	42,959	3,546	-		-	-	-	-	-	-	-100.00%	(3,546)		N/A	-
31																				
32	**OPERATING/MAINTENANCE**																			
33	Regular Salaries	71-471-1010	-	-	32,773	56,600	59,000	60,770	60,376	41,401	62,593	65,097	67,701	70,409	73,225	6.09%	3,593		3.00%	1,823
34	Part-Time Salaries	71-471-1040							35,000	20,352	20,592	21,416	22,273	23,164	24,091	N/A	20,592		N/A	20,592
35	Overtime	71-471-1060	-	102	240	-	3,819	500	500	-	500	500	500	500	501	-86.91%	(3,319)		0.00%	-
36	Payroll Costs	71-471-1300	-	-	20,904	32,320	24,552	27,524	25,855	17,111	30,750	32,595	34,551	36,624	38,821	25.24%	6,198		11.72%	3,226
37	FICA	71-471-1400	-	1,056	467	777	922	888	2,622	2,307	915	951	989	1,028	1,069	-0.76%	(7)		3.04%	27
38	Administration Fee	71-471-2650		20,014	21,164	22,352	23,465	23,446	23,446	15,631	24,273	25,244	26,254	27,304	28,396	3.44%	808		3.53%	827
39	Water	71-471-3140	17,802	14,632	9,153	14,815	17,412	27,000	27,000	8,478	29,025	31,782	34,801	38,107	41,727	66.70%	11,613		7.50%	2,025
40	Landscape Maintenance	71-471-3450	71,317	77,248	141,955	449,769	320,418	375,000	220,000	207,295	200,000	200,000	265,000	270,000	275,000	-37.58%	(120,418)		-46.67%	(175,000)
41	Fence Maintenance	71-471-3470		-	-	-	-	50,000	50,000	-	50,000	50,000	50,000	50,000	50,000	N/A	50,000		0.00%	-
42	Open Space Coordination	71-471-4122	5,614	5,724	6,045	18,428	18,212	20,000	20,000	10,128	20,000	20,000	20,000	20,000	20,000	9.82%	1,788		0.00%	-
43	Memberships	71-471-4200									2,500	2,500	2,500	2,500	2,500	N/A	2,500			
44	Fuels Mitigation	71-471-6913							666,964	163,793	674,496	633,563	200,000	200,000	200,000					
47																				
48	**TOTAL EXPENDITURES**		$ 11,909,537	$ 138,880	$ 510,879	$ 2,067,569	$ 1,051,863	$ 655,128	$ 1,346,763	$ 518,301	$ 2,530,644	$ 1,153,648	$ 774,569	$ 854,636	$ 805,330	140.59%	$1,478,781		286.28%	$ 1,875,516
49																				
50	**CHANGE IN FUND BALANCE**		(3,601,563)	645,653	432,764	(1,043,391)	(57,303)	303,764	131,452	49,281	(195,330)	442,407	465,111	374,044	477,350					
51																				
52	**BEGINNING FUND BALANCE**		4,119,578	487,865	1,133,518	1,566,282	522,891	54,996	465,588		597,040	401,710	844,117	1,309,228	1,683,272					
53																				
54	**ENDING FUND BALANCE**		$ 487,865	$ 1,133,518	$ 1,566,282	$ 522,891	$ 465,588	$ 358,760	$ 597,040		$ 401,710	$ 844,117	$ 1,309,228	$ 1,683,272	$ 2,160,622					
55																				
56	**UNRESERVED FUND BALANCE AS % OF EXPENDITURES (EXCLUDING FUND TRANSFERS AND CAPITAL EXPENDITURES)**		547%	1234%	398%	112%	138%	89%	242%		175%	364%	437%	546%	682%					
57																				
58	**SURPLUS/(DEFICIT) COMPARED TO RESERVE POLICY - POLICY AT 15% - 50%**	**15%**	$ 474,497	$ 1,119,736	$ 1,507,242	$ 452,563	$ 414,879	$ 298,460	$ 559,990		$ 367,356	$ 809,350	$ 1,264,258	$ 1,637,056	$ 2,113,113					
59																				
60	**SURPLUS/(DEFICIT) COMPARED TO RESERVE POLICY - POLICY AT 15% - 50%**	**50%**	$ 443,306	$ 1,087,578	$ 1,369,482	$ 288,465	$ 296,557	$ 157,760	$ 473,540		$ 287,198	$ 728,226	$ 1,159,328	$ 1,529,219	$ 2,002,259					

	A	B	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH
1	**Town of Superior**																			
2	**Preliminary**																			
3	**2026 Open Space Debt Service Budget**																			
4																				
5																				
6		**Account #**	**2020 Actual**	**2021 Actual**	**2022 Actual**	**2023 Actual**	**2024 Actual**	**2025 Budget**	**2025 Estimate**	**2025 YTD (as of 9/9/25)**	**2026 Budget**	**2027 Budget**	**2028 Budget**	**2029 Budget**	**2030 Budget**	**% Change 2025-2026 (Budget)**	**$ Change 2025-2026 (Budget)**		**% Change 2025-2026 (Estimated)**	**$ Change 2025-2026 (Estimated)**
7	**REVENUES**																			
8																				
9	Sales Tax	31-31-1300	$ 594,875	$ 635,550	$ 635,550	$ 635,550	$ 630,466	$ 635,550	$ 635,550	$ 625,000	$ 646,529	$ 512,051	$ 512,051	$ 512,051	$ 512,051	1.73%	$ 16,063		1.73%	$ 10,979
10	Vendor Fee Sales Tax Reduction (beginning 1/1/2014, 3.33% with $1,250 monthly cap) (SB 24-025 eliminated the monthly cap as of 7/1/25)	31-31-1300	(9,875)	(10,550)	(10,550)	(10,550)	(10,466)	(10,550)	(10,550)		(21,529)	(17,051)	(17,051)	(17,051)	(17,051)	104.07%	(11,063)		104.07%	(10,979)
11	Vehicle Use	31-31-1310	35,000	35,000	35,000	30,000	35,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	0.00%	(5,000)		0.00%	-
12	Building Use	31-31-1320	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	0.00%	-		0.00%	-
13	Interest Earnings	31-36-6100	2,210	713	1,524	2,000	4,000	5,000	7,500	8,273	5,000	5,000	5,000	4,000	4,000	0.00%	1,000		-33.33%	(2,500)
14	Loan Proceeds	31-36-6810	236,006	-	-	-	-	-			-	-	-	-	-	N/A	-		N/A	-
15																				
16	**TOTAL REVENUES**		$ 863,216	$ 665,713	$ 666,524	$ 662,000	$ 664,000	$ 665,000	$ 667,500	$ 668,273	$ 665,000	$ 535,000	$ 535,000	$ 534,000	$ 534,000	0.15%	$ 1,000		-0.37%	$ (2,500)
17																				
18																				
19	**EXPENDITURES**																			
20																				
21	Bond Issuance Costs	31-471-2450	$ 230,855	$ -	$ -	$ -	$ -	$ -			$ -	$ -	$ -	$ -	$ -	N/A	$ -		N/A	$ -
22	Bank Fees	31-471-2460	-	400	400	400	400	1,000	1,000	400	1,000	1,000	1,000	1,000	1,000	0.00%	-		0.00%	-
25	Bond Principal - 2020 Series	31-471-7810	-	-	-	-	-	-	-	-	-	270,000	285,000	300,000	315,000	N/A	-		N/A	-
26	Bond Interest - 2020 Series	31-471-7820	131,844	266,250	266,250	266,250	266,250	266,250	266,250	133,125	266,250	259,500	245,625	231,000	215,625	0.00%	-		0.00%	-
27	Note Principal - Series 2015 (callable through 2026)	31-471-7610	345,000	350,000	360,000	365,000	375,000	380,000	380,000	380,000	390,000	-	-	-	-	2.63%	10,000		2.63%	10,000
28	Note Interest - Series 2015	31-471-7620	51,082	43,968	36,335	28,541	20,586	12,470	12,470	8,278	4,193	-	-	-	-	-66.38%	(8,277)		-66.38%	(8,277)
29																				
30	**TOTAL EXPENDITURES**		$ 758,781	$ 660,618	$ 662,985	$ 660,191	$ 662,236	$ 659,720	$ 659,720	$ 521,803	$ 661,443	$ 530,500	$ 531,625	$ 532,000	$ 531,625	0.26%	$ 1,723		0.26%	$ 1,723
31																				
32	**CHANGE IN FUND BALANCE**		$ 104,435	$ 5,095	$ 3,539	$ 1,809	$ 1,764	$ 5,280	$ 7,780	$ 146,470	$ 3,557	$ 4,500	$ 3,375	$ 2,000	$ 2,375					
33																				
34	**BEGINNING FUND BALANCE**		$ 11,078	$ 115,713	$ 120,808	$ 124,347	$ 126,156	$ 127,820	$ 127,920		$ 135,700	$ 139,257	$ 143,757	$ 147,132	$ 149,132					
35																				
36	**ENDING FUND BALANCE**		$ 115,713	$ 120,808	$ 124,347	$ 126,156	$ 127,920	$ 133,100	$ 135,700		$ 139,257	$ 143,757	$ 147,132	$ 149,132	$ 151,507					

	A	B	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH
1	**Town of Superior**																			
2	**Preliminary**																			
3	**2026 Trash and Recycling Budget**																			
4																				
5																				
6		**Account #**	**2020 Actual**	**2021 Actual**	**2022 Actual**	**2023 Actual**	**2024 Actual**	**2025 Budget**	**2025 Estimate**	**2025 YTD (as of 9/9/25)**	**2026 Budget**	**2027 Budget**	**2028 Budget**	**2029 Budget**	**2030 Budget**	**% Change 2025-2026 (Budget)**	**$ Change 2025-2026 (Budget)**		**% Change 2025-2026 (Estimated)**	**$ Change 2025-2026 (Estimated)**
7	**REVENUES**																			
8		Monthly Rate	9.65	13.00	13.39	14.49	14.92	19.14			19.71	20.30	20.91	21.54	22.19					
9								30.58			31.50	32.45	33.42	34.42	35.45					
10								42.02			43.28	44.58	45.92	47.30	48.72					
11																				
12	**CHARGES FOR SERVICE**																			
13	Trash and Recycling User Fees	53-34-4520	$ 76,404	$ 114,619	$ 84,448	$ 129,665	$ 181,842	$ 245,000	$ 352,000	$ 171,866	$ 413,000	$ 440,000	$ 462,000	$ 462,000	$ 462,000	68.57%	$ 168,000		17.33%	$ 61,000
14	**TOTAL CHARGES FOR SERVICE**		$ 76,404	$ 114,619	$ 84,448	$ 129,665	$ 181,842	$ 245,000	$ 352,000	$ 171,866	$ 413,000	$ 440,000	$ 462,000	$ 462,000	$ 462,000	68.57%	$ 168,000		17.33%	$ 61,000
15																				
16	**TOTAL REVENUES**		$ 76,404	$ 114,619	$ 84,448	$ 129,665	$ 181,842	$ 245,000	$ 352,000	$ 171,866	$ 413,000	$ 440,000	$ 462,000	$ 462,000	$ 462,000	127.12%	$ 168,000		17.33%	$ 61,000
17																				
18																				
19	**EXPENDITURES**																			
20																				
21	**TRASH AND RECYCLING**																			
22	Trash and Recycling	53-481-3630	$ 72,298	$ 112,052	$ 88,461	$ 113,835	$ 170,179	$ 245,000	$ 352,000	$ 191,321	$ 413,000	$ 440,000	$ 462,000	$ 462,000	$ 462,000	68.57%	$ 168,000		17.33%	$ 61,000
23	**TOTAL ADMINISTRATION**		$ 72,298	$ 112,052	$ 88,461	$ 113,835	$ 170,179	$ 245,000	$ 352,000	$ 191,321	$ 413,000	$ 440,000	$ 462,000	$ 462,000	$ 462,000	68.57%	$ 168,000		17.33%	$ 61,000
24																				
25	**TOTAL EXPENDITURES**		$ 72,298	$ 112,052	$ 88,461	$ 113,835	$ 170,179	$ 245,000	$ 352,000	$ 191,321	$ 413,000	$ 440,000	$ 462,000	$ 462,000	$ 462,000	68.57%	$ 168,000		17.33%	$ 61,000
26																				
27	**TOTAL CHANGE IN FUND BALANCE**		$ 4,106	$ 2,567	$ (4,013)	$ 15,830	$ 11,663	$ -	$ -	$ (19,455)	$ -	$ -	$ -	$ -	$ -					
28																				
29	**BEGINNING FUND BALANCE**		$ 10,765	$ 14,871	$ 17,438	$ 13,425	$ 29,255	$ 29,255	$ 40,918		$ 40,918	$ 40,918	$ 40,918	$ 40,918	$ 40,918					
30																				
31	**ENDING FUND BALANCE**		$ 14,871	$ 17,438	$ 13,425	$ 29,255	$ 40,918	$ 29,255	$ 40,918		$ 40,918	$ 40,918	$ 40,918	$ 40,918	$ 40,918					

Town of Superior
Preliminary
2026 Marshall Fire Recovery Budget

	Account #	2022 Actual	2023 Actual	2024 Actual	2025 Budget	2025 Estimate	2025 YTD (as of 9/9/25)	2026 Budget	2027 Budget	2028 Budget	2029 Budget	2030 Budget	% Change 2025-2026 (Budget)	$ Change 2025-2026 (Budget)	% Change 2025-2026 (Estimated)	$ Change 2025-2026 (Estimated)
REVENUES																
Sales Tax (.16% thru 12/31/2032)	73-31-1300	$ -	$ 709,091	$ 747,438	$ 748,718	$ 740,513	$ 489,300	$ 749,974	$ 760,319	$ 781,008	$ 801,696	$ 822,385	0.17%	$ 2,536	1.28%	$ 9,461
Vendor Fee Sales Tax Reduction (beginning 1/1/2014, 3.33% with $1,250 monthly cap) (SB 24-025 eliminated the monthly cap as of 7/1/25)	73-31-1300		(17,727)	(18,686)	(18,718)	(18,513)		(24,974)	(25,319)	(26,008)	(26,696)	(27,385)	33.42%	(6,288)	34.90%	(6,461)
Vehicle Use	73-31-1310	-	71,645	65,207	65,000	68,000	43,907	69,000	70,000	71,000	72,000	74,000	6.15%	4,000	1.47%	1,000
Building Use	73-31-1320	-	96,185	53,555	60,000	87,050	87,050	21,000	33,000	35,000	6,500	4,000	-65.00%	(39,000)	-75.88%	(66,050)
Interest Earnings	73-36-6100	-	11,879	12,819	5,000	8,000	5,871	5,000	5,000	5,000	5,000	5,000	0.00%	-	-37.50%	(3,000)
Change in Market Value	73-36-6101		3,860	1,322									N/A	-		
Other	73-36-6600	-	-		-			-	-	-	-		N/A	-	N/A	-
TOTAL REVENUES		$ -	$ 874,933	$ 861,655	$ 860,000	$ 885,050	$ 626,128	$ 820,000	$ 843,000	$ 866,000	$ 858,500	$ 878,000	-4.65%	$ (40,000)	-7.35%	$ (65,050)
EXPENDITURES																
Transfer to:																
Governmental	TBD	$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	N/A	$ -	N/A	$ -
Capital Project	73-490-9420	-	874,933	861,655	860,000	885,050		820,000	843,000	866,000	858,500	878,000	-4.65%	(40,000)	-7.35%	(65,050)
TOTAL EXPENDITURES		$ -	$ 874,933	$ 861,655	$ 860,000	$ 885,050	$ -	$ 820,000	$ 843,000	$ 866,000	$ 858,500	$ 878,000	-4.65%	$ (40,000)	-7.35%	$ (65,050)
CHANGE IN FUND BALANCE		$ -	$ -	$ -	$ -	$ -	$ 626,128	$ -	$ -	$ -	$ -	$ -				
BEGINNING FUND BALANCE		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -				
ENDING FUND BALANCE		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -				

Town of Superior
Preliminary
2026 Class One Landscape Budget

	Account #	2021 Actual	2022 Actual	2023 Actual	2024 Actual	2025 Budget	2025 Estimate	2025 YTD (as of 9/9/25)	2026 Budget	2027 Budget	2028 Budget	2029 Budget	2030 Budget	% Change 2025-2026 (Budget)	$ Change 2025-2026 (Budget)	% Change 2025-2026 (Estimated)	$ Change 2025-2026 (Estimated)
REVENUES																	
	Rate Increase	3.00%	7.00%	3.00%	4.00%	4.00%			9.00%	8.50%	5.00%	5.00%	5.00%				
Landscape Maintenance Fee - Existing	72-34-4710	$ 1,615,002	$ 1,655,766	$ 1,790,456	$ 2,033,196	$ 2,129,000	$ 2,198,000	$ 1,277,014	$ 2,396,000	$ 2,621,000	$ 2,774,000	$ 2,980,000	$ 3,129,000	12.54%	$ 267,000	9.01%	$ 198,000
- New Connections/Customers	72-34-4710	-		-		25,000	-		20,000	21,000	64,000	-	-	-20.00%	(5,000)	N/A	20,000
- Adjust for Marshall Fire Loss	72-34-4710	-		-		(35,229)	-		-	-	-	-	-	-100.00%	35,229	N/A	-
Interest Earnings	72-36-6100	3,393	3,559	6,422	9,984	17,000	12,000	7,513	16,000	10,000	9,000	9,000	11,000	-5.88%	(1,000)	33.33%	4,000
Change in Market Value	72-36-6101	(2,886)	(3,026)	2,086	1,030	-	-		-	-	-	-	-	N/A	-	N/A	-
Grants	72-36-6300		2,622	81	-	-	-		-	-	-	-	-	N/A	-	N/A	-
Other Revenue	72-36-6600			75,838	130,008	-	10,834	10,834	-	-	-	-	-	N/A	-	-100.00%	(10,834)
Sale of Assets	72-36-6700	-		-	-	-	19,990	19,990	-	-	-	-	-	N/A	-	-100.00%	(19,990)
Transfer from General Fund	72-36-6910	-		-	-	-	-		-	-	-	-	-	N/A	-	N/A	-
TOTAL REVENUES		$ 1,615,509	$ 1,658,921	$ 1,874,883	$ 2,174,218	$ 2,135,771	$ 2,240,824	$ 1,315,351	$ 2,432,000	$ 2,652,000	$ 2,847,000	$ 2,989,000	$ 3,140,000	13.87%	$ 296,229	8.53%	$ 191,176
EXPENDITURES																	
Billing Services	72-426-2440	$ 5,742	$ 6,517	$ 6,238	$ 7,727	$ 7,000	$ 8,000	$ 5,832	$ 8,000	$ 8,240	$ 8,487	$ 8,742	$ 9,004	14.29%	$ 1,000	0.00%	$ -
Mosquito Control	72-426-2630	24,052	24,413	25,023	25,649	30,900	30,900	23,998	33,000	34,000	35,000	37,000	40,000	6.80%	2,100	6.80%	2,100
Administration Fee	72-426-2650	260,180	275,128	290,569	305,047	304,803	304,803	203,202	315,545	328,167	341,294	354,946	369,144	3.52%	10,742	3.52%	10,742
Landscape Water - Existing	72-426-3140	353,246	344,866	206,146	323,681	404,188	404,188	150,667	444,303	477,626	520,612	559,658	610,027	9.92%	40,115	9.92%	40,115
- From General Fund as part of rate study	72-426-3140	-	-	-	-	-	-	-	28,000	30,100	32,809	35,270	38,444	N/A	28,000	N/A	28,000
Landscape Electricity	72-426-3150	17,221	27,253	43,143	40,754	25,750	32,000	30,272	26,523	27,319	28,139	28,983	29,852	3.00%	773	-17.12%	(5,477)
- From General Fund as part of rate study	72-426-3150								20,000	20,700	21,425	22,175	22,951	N/A	20,000	N/A	20,000
Maintenance - Trails	72-426-3290	40,417	34,708	24,491	41,581	49,500	49,500	22,527	50,985	52,515	54,090	55,713	57,384	3.00%	1,485	3.00%	1,485
Maintenance - Playground	72-426-3320	3,268	17,020	12,539	17,025	16,500	16,500	10,994	16,995	17,505	18,030	18,571	19,128	3.00%	495	3.00%	495
Maintenance - Reservoir & Ponds	72-426-3370	35,362	33,796	30,437	32,260	55,500	50,500	12,572	57,165	58,880	60,646	62,465	64,339	3.00%	1,665	13.20%	6,665
Maintenance - Landscape, Existing	72-426-3450	893,564	1,020,327	1,170,456	1,326,764	1,226,000	1,226,000	1,036,049	1,388,960	1,419,518	1,501,299	1,536,351	1,622,805	13.29%	162,960	13.29%	162,960
- From General Fund as part of rate study	72-426-3450	-	-	-	-	-	-	-	167,000	172,010	177,170	182,485	187,960	N/A	167,000	N/A	167,000
Trees, Plants and Shrubs Enhancements	72-426-3490	50,000	50,000	-	-	-	-	-	-	-	-	-	-	N/A	-	-100.00%	(2,000)
Studies	72-426-4800						12,000	10,575	-	-	-	-	-	N/A	-	-100.00%	(10,000)
Other Fees & Services	72-426-4900	-	-	1,126	-	2,000	2,000	-	2,060	2,122	2,186	2,252	2,320	3.00%	60	-79.40%	(7,940)
Drainage Improvements	72-426-6080	5,645	3,804	9,600	2,838	5,000	10,000	9,100	5,000	5,150	5,305	5,464	5,628	0.00%	-	-35.48%	(2,750)
Vehicle Replacement	72-426-6300	-	36,503	-	-	-			-	-				N/A	-	N/A	-
Maintenance Expenses - Wildlife Management, Revegetation, Weed control	72-426-8230	272	10,859	160	2,637	7,750	7,750	6,927	7,983	8,222	8,469	8,723	8,985	3.01%	233	-99.63%	(2,146,158)
TOTAL EXPENDITURES		$ 1,738,969	$ 1,885,194	$ 1,819,928	$ 2,125,963	$ 2,134,891	$ 2,154,141	$ 1,522,715	$ 2,571,519	$ 2,662,074	$ 2,814,961	$ 2,918,798	$ 3,087,971	20.45%	$ 436,628	19.38%	$ 417,378
CHANGE IN FUND BALANCE		$ (123,460)	$ (226,273)	$ 54,955	$ 48,255	$ 880	$ 86,683	$ (207,364)	$ (139,519)	$ (10,074)	$ 32,039	$ 70,202	$ 52,029				
BEGINNING FUND BALANCE		$ 581,032	$ 457,572	$ 231,299	$ 286,254	$ 415,382	$ 334,509		$ 421,192	$ 281,673	$ 271,599	$ 303,638	$ 373,840				
ENDING FUND BALANCE		$ 457,572	$ 231,299	$ 286,254	$ 334,509	$ 416,262	$ 421,192		$ 281,673	$ 271,599	$ 303,638	$ 373,840	$ 425,869				
UNRESERVED FUND BALANCE AS % OF EXPENDITURES		26%	12%	16%	16%	19%	20%		11%	10%	11%	13%	14%				
SURPLUS/(DEFICIT) COMPARED TO RESERVE POLICY - POLICY AT 10% - 25%	**10%**	$ 721,744	$ 42,780	$ 104,261	$ 121,913	$ 202,773	$ 205,778		$ 24,521	$ 5,392	$ 22,142	$ 81,960	$ 117,072				
SURPLUS/(DEFICIT) COMPARED TO RESERVE POLICY - POLICY AT 10% - 25%	**25%**	$ 450,959	$ (240,000)	$ (168,728)	$ (196,982)	$ (117,461)	$ (117,343)		$ (361,207)	$ (393,920)	$ (400,102)	$ (355,860)	$ (346,124)				

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
1	**Superior McCaslin Interchange Metropolitan District (SMID)**																			
2	**Preliminary**																			
3	**2026 Operating/Capital Budget**																			
4																				
5																				
6		**Account #**	**2020 Actual**	**2021 Actual**	**2022 Actual**	**2023 Actual**	**2024 Actual**	**2025 Budget**	**2025 Estimate**	**2025 YTD (as of 9/9/25)**	**2026 Budget**	**2027 Budget**	**2028 Budget**	**2029 Budget**	**2030 Budget**	**% Change 2025-2026 (Budget)**	**$ Change 2025-2026 (Budget)**		**% Change 2025-2026 (Estimated)**	**$ Change 2025-2026 (Estimated)**
7	**REVENUES**																			
8																				
9		Admin Mill	3.97	3.97	3.97	3.97	3.97	3.97			3.97	3.97	3.97	3.97	3.97					
10		Maint Mill	11.03	9.75	9.20	9.20	9.20	17.50			17.50	17.50	17.50	17.50	17.50					
11	Property Tax																			
12	- Admin. Revenue	45-31-1130	$ 114,558	$ 101,848	$ 104,239	$ 91,674	$ 111,725	$ 120,000	$ 125,288	$ 125,356	$ 122,000	$ 119,000	$ 125,000	$ 125,000	$ 127,000	1.67%	$ 2,000		-2.62%	$ (3,288)
13	- Maintenance Revenue	45-31-1140	326,050	289,874	296,680	260,919	317,986	534,000	551,038	551,335	539,000	525,000	551,000	551,000	560,000	0.94%	5,000		-2.18%	(12,038)
14	Specific Ownership	45-31-1200	19,855	21,567	17,825	15,983	17,329	34,000	34,000	20,568	33,000	32,000	34,000	34,000	34,000	-2.94%	(1,000)		-2.94%	(1,000)
15	Sales Tax (Through 2022)	45-31-1300	631,367	657,835	642,619	-	-	-			-	-	-	-		N/A	-		N/A	-
16	Vendor Fee Sales Tax Reduction (beginning 1/1/2014, 3.33% with $1,250 monthly cap)	45-31-1300	(10,481)	(10,920)	(10,667)	-	-	-			-	-	-	-		N/A	-		N/A	-
17	Highway Signal Maintenance Fee	45-33-3710	22,992	22,992	22,992	36,696	36,696	36,696	36,696		36,696	36,696	36,696	36,696	36,696	0.00%	-		0.00%	-
18	Interest Earnings	45-36-6100	9,712	11,397	24,983	80,081	89,973	73,000	75,000	48,251	38,000	29,000	29,000	28,000	27,000	-47.95%	(51,973)		-49.33%	(37,000)
19	Change in Market Value	45-36-6101	840	(9,609)	(22,478)	26,020	9,285	-			-	-	-	-		N/A	(9,285)		N/A	-
20	Grant Revenue	45-36-6300	19,288	-	-	-	-	500,000	-	-	1,248,938	-	-	-		149.79%	1,248,938		N/A	1,248,938
21	Other Revenue	45-36-6600	9,074	-	61,707	-	32,431				-	-	-	-		N/A	(32,431)		N/A	-
22																				
23	**TOTAL REVENUES**		$ 1,143,255	$ 1,084,984	$ 1,137,900	$ 511,373	$ 615,425	$ 1,297,696	$ 822,022	$ 745,510	$ 2,017,634	$ 741,696	$ 775,696	$ 774,696	$ 784,696	55.48%	719,938		145.45%	$ 1,195,612
24																				
25																				
26	**EXPENDITURES**																			
27	**CAPITAL**																			
28	Marshall-McCaslin Bike-Ped & Signal Improvemen	45-430-6627	$ -	$ -	$ -	$ -	$ -	$ 1,000,000	$ 250,000		$ 1,311,172	$ -	$ -	$ -	$ -	31.12%	311,172		424.47%	1,061,172
29	Traffic Signal System Upgrades	45-430-6244	30,743	26,157	7,045	10,000	-	-			160,000	-	-	-	-	N/A	160,000		N/A	160,000
30	Street Rehabilitation	45-430-6600	-	56,915	80	-	-	900,000	900,000	555,065	-	-	-	50,000	-	-100.00%	$ (900,000)		-100.00%	$ (900,000)
31																				
32	**OPERATING/MAINTENANCE**																			
33	**Administrative**																			
34	Treasurer Collection Fees	45-415-2420	6,617	5,883	5,984	5,230	6,236	10,000	10,134	10,134	10,000	10,000	10,000	10,000	10,000	0.00%	-		-1.32%	(134)
35	Administrative Fees	45-415-2650	145,888	153,912	162,377	171,308	180,730	190,670	190,670	127,113	201,157	212,221	223,893	236,207	249,198	5.50%	10,487		5.50%	10,487
36	Insurance	45-415-4600	250	-	-	250	-	-			250	-	-	250		N/A	250		N/A	250
37																				
38	**Parks Recreation and Open Space**																			
39	Landscape Water	45-426-3140	31,195	20,471	22,287	16,395	32,911	34,750	34,000	14,387	38,051	41,666	45,624	49,958	54,704	9.50%	3,301		11.91%	4,051
40	Landscaping	45-426-3450	168,545	160,435	257,785	239,740	245,157	226,500	226,500	162,675	233,500	240,505	247,720	255,152	262,807	3.09%	7,000		3.09%	7,000
41																				

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
1	**Superior McCaslin Interchange Metropolitan District (SMID)**																			
2	**Preliminary**																			
3	**2026 Operating/Capital Budget**																			
4																				
5																				
6		**Account #**	**2020 Actual**	**2021 Actual**	**2022 Actual**	**2023 Actual**	**2024 Actual**	**2025 Budget**	**2025 Estimate**	**2025 YTD (as of 9/9/25)**	**2026 Budget**	**2027 Budget**	**2028 Budget**	**2029 Budget**	**2030 Budget**	**% Change 2025-2026 (Budget)**	**$ Change 2025-2026 (Budget)**		**% Change 2025-2026 (Estimated)**	**$ Change 2025-2026 (Estimated)**
42	**Transportation**																			
45	Traffic Engineering Services	45-430-2240	11,404	17,392	17,841	8,372	55,019	7,500	7,500	3,907	15,000	15,000	15,000	15,000	15,000	100.00%	7,500		100.00%	7,500
46	Telephone	45-430-3100	969	1,265	1,348	1,863	2,208	2,000	2,208	1,472	2,500	2,575	2,652	2,732	2,814	25.00%	500		13.22%	292
47	Electricity	45-430-3150	18,234	20,165	20,065	15,297	17,475	22,500	20,000	10,591	22,000	22,660	23,340	24,040	24,761	-2.22%	(500)		10.00%	2,000
48	Maintenance - Street & Road	45-430-3310	59,135	-	-	-	-	4,000	4,000		-	5,000	-	5,000	-	-100.00%	(4,000)		-100.00%	(4,000)
49	Maintenance - Reservoir & Ponds	45-430-3370	-	62,530	-	35,825	-	50,000	40,000		-	50,000	-	55,000	-	-100.00%	(50,000)		-100.00%	(40,000)
50	Snow Removal - Contract	45-430-3420	23,870	32,078	34,863	31,443	31,370	31,500	31,500	21,361	32,500	33,475	34,479	35,513	36,578	3.17%	1,000		3.17%	1,000
51	Snow Removal - Materials	45-430-5620	14,043	18,167	15,508	13,904	10,684	13,500	12,000	6,525	13,000	13,390	13,792	14,206	14,632	-3.70%	(500)		8.33%	1,000
52	Maintenance - Traffic Signal	45-430-3440	17,741	13,964	15,201	23,950	35,206	35,000	35,000	15,494	25,000	25,750	26,523	27,319	28,139	-28.57%	(10,000)		-28.57%	(10,000)
53	Maintenance - Street Light (Xcel)	45-430-3460	21,376	204	420	1,302	5,790	6,000	6,000	4,173	6,500	6,695	6,896	7,103	7,316	8.33%	500		8.33%	500
54	Maintenance - Street Light (Town Owned)	45-430-3461	-	-	126	-	-	10,000	5,000		5,150	5,305	5,464	5,628	5,797	-48.50%	(4,850)		3.00%	150
55	Street Sweeping	45-430-3510	6,858	600	1,204	630	679	1,400	1,000	532	1,000	1,030	1,061	1,093	1,126	-28.57%	(400)		0.00%	-
56	Signage & Striping	45-430-5130	9,276	2,850	103,138	325	69,824	10,000	5,000	-	105,000	10,000	85,000	10,000	110,000	950.00%	95,000		2000.00%	100,000
59																				
60	**TOTAL EXPENDITURES**		$ 582,412	$ 592,988	$ 736,436	$ 586,785	$ 693,289	$ 2,555,320	$ 1,780,512	$ 933,429	$ 2,181,780	$ 695,272	$ 741,444	$ 804,201	$ 822,872	-14.62%	(373,540)		22.54%	401,268
61																				
62	**CHANGE IN FUND BALANCE**		$ 560,843	$ 491,996	$ 401,464	$ (75,412)	$ (77,864)	$ (1,257,624)	$ (958,490)	$ (187,919)	$ (164,146)	$ 46,424	$ 34,252	$ (29,505)	$ (38,176)					
63																				
64	**BEGINNING FUND BALANCE**		$ 659,529	$ 1,220,372	$ 1,712,368	$ 2,113,832	$ 2,038,420	$ 1,823,733	$ 1,960,556		$ 1,002,066	$ 837,920	$ 884,344	$ 918,596	$ 889,091					
65																				
66	**ENDING FUND BALANCE**		$ 1,220,372	$ 1,712,368	$ 2,113,832	$ 2,038,420	$ 1,960,556	$ 566,109	$ 1,002,066		$ 837,920	$ 884,344	$ 918,596	$ 889,091	$ 850,915					
67																				
68	**UNRESERVED FUND BALANCE AS % OF EXPENDITURES (EXCLUDING FUND TRANSFERS AND CAPITAL EXPENDITURES, INCLUDING DEBT SERVICES)**		227%	336%	290%	360%	283%	86%	159%		118%	127%	124%	118%	103%					
69																				
70	**SURPLUS/(DEFICIT) COMPARED TO RESERVE POLICY - POLICY AT 50% - 75%**	**50%**	$ 321,335	$ 321,335	$ 1,749,177	$ 1,187,635	$ 1,187,635	$ 1,187,635	$ 686,810		$ 482,616	$ 536,708	$ 547,874	$ 511,991	$ 439,479					
71																				
72	**SURPLUS/(DEFICIT) COMPARED TO RESERVE POLICY - POLICY AT 50% - 75%**	**75%**	$ 179,115	$ 179,115	$ 1,566,849	$ 1,035,171	$ 1,035,171	$ 1,035,171	$ 529,182		$ 304,964	$ 362,890	$ 362,513	$ 323,440	$ 233,761					

	A	B	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA
1	**Superior Urban Renewal Authority**																			
2	**Preliminary**																			
3	**2026 Superior Town Center Property Tax Revenue (Clearing Account) Budget**																			
4																				
5																				
6		**Account #**	**2020 Actual**	**2021 Actual**	**2022 Actual**	**2023 Actual**	**2024 Actual**	**2025 Budget**	**2025 Estimate**	**2025 YTD (as of 9/9/25)**	**2026 Budget**	**2027 Budget**	**2028 Budget**	**2029 Budget**	**2030 Budget**	**% Change 2025-2026 (Budget)**	**$ Change 2025-2026 (Budget)**		**% Change 2025-2026 (Estimated)**	**$ Change 2025-2026 (Estimated)**
7	**REVENUES**																			
8			140.00	140.00	140.00	140.00	140.00	145.00	145.00		145.00	145.00	145.00	145.00	145.00					
9																				
10																				
11	Property Tax Increment	22-31-1120	$ 2,982,723	$ 3,374,672	$ 4,652,117	$ 4,207,754	$ 6,035,526	$ 6,765,000	$ 7,076,068	$ 7,076,068	$ 7,328,000	$ 8,127,000	$ 8,678,000	$ 9,505,000	$ 11,020,000	8.32%	$ 563,000		3.56%	$ 251,932
12	Specific Ownership Tax	22-31-1200	34,869	42,662	56,228	54,914	83,028	81,000	81,000	54,417	88,000	98,000	104,000	114,000	132,000	8.64%	7,000		8.64%	7,000
13	Interest Earnings	22-36-6100	45	371	1,176	964	718	1,000	500	454	1,000	1,000	1,000	1,000	1,000	0.00%	-		100.00%	500
14																				
15	**TOTAL REVENUES**		$ 3,017,637	$ 3,417,705	$ 4,709,521	$ 4,263,632	$ 6,119,272	$ 6,847,000	$ 7,157,568	$ 7,130,939	$ 7,417,000	$ 8,226,000	$ 8,783,000	$ 9,620,000	$ 11,153,000	8.32%	$ 570,000		3.62%	$ 259,432
16																				
17																				
18	**EXPENDITURES**																			
19																				
20	Treasurer Collection Fees	22-415-2420	$ 44,791	$ 50,626	$ 69,747	$ 63,131	$ 90,655	$ 102,700	$ 105,418	$ 105,418	$ 111,200	$ 123,400	$ 131,700	$ 144,300	$ 167,300	8.28%	$ 8,500		5.48%	$ 5,782
21	Bank Fees	22-415-2460	90	72	71	135	180	100	200	90	500	500	500	500	500	400.00%	400		150.00%	300
22	Property Tax Reimbursement - Developer (for infrastructure debt payments)	22-415-7980	1,942,717	2,072,894	2,760,979	2,380,552	3,253,504	3,879,587	4,099,670	3,653,050	3,909,631	4,643,200	5,057,607	5,810,143	7,143,232	0.77%	30,044		-4.64%	(190,039)
23	Property Tax Reimbursement - STC Metro District #1 (Debt)	22-415-7981	309,666	542,310	816,040	863,560	1,328,949	1,418,437	1,460,156	1,449,592	1,622,521	1,654,972	1,721,171	1,755,594	1,843,374	14.39%	204,084		11.12%	162,365
24	Property Tax Reimbursement - STC Metro District #2 (Debt)	22-415-7982	320,953	309,310	302,695	229,812	399,878	422,188	434,606	344,694	382,628	390,281	405,892	414,010	434,710	-9.37%	(39,560)		-11.96%	(51,978)
25	Property Tax Reimbursement - STC Metro District #3 (Debt)	22-415-7983	54,493	7,711	110,853	51,190	50,825	54,056	55,646	162,857	184,823	188,520	196,061	199,982	209,981	241.91%	130,767		232.14%	129,177
26	Property Tax Reimbursement - Mountain View Fire Rescue (10 mills per CSA)	22-415-7984	89,521	106,019	180,750	158,867	224,699	249,659	257,002	281,337	326,381	332,909	346,225	353,150	370,807	30.73%	76,722		27.00%	69,379
27	Property Tax Reimbursement - Town of Superior (anything over 9.43 mills (2013 mill levy) per CSA)	22-415-7985	-	-	-	-	152,212	165,804	174,094	176,926	205,006	203,132	207,195	211,339	215,565	23.64%	39,202		17.76%	30,912
28	Property Tax Reimbursement - Boulder County (anything over 24.645 mill (2013 mill levy) per CSA)	22-415-7986	-	2,726	-	2,566	-	-	-		-	-	-	-	-	N/A	-		N/A	-
29	Property Tax Reimbursement - BVSD (anything over 45.547 mills (2013 mill levy) per CSA)	22-415-7987	55,913	61,564	70,611	140,295	89,833	99,812	102,747	110,679	128,367	130,934	136,172	138,895	145,840	28.61%	28,555		24.94%	25,620
30	Property Tax Reimbursement - Louisville Fire (anything over 6.686 per CRS § 31-25-107(9)(a)(II) per Town Attorney)	22-415-7988	-	43,016	44,394	37,110	53,808	59,785	61,543	54,684	63,211	65,764	68,395	69,763	73,251	5.73%	3,426		2.71%	1,668
31	Property Tax Reimbursement - STC #1 (Ops)	22-415-7991	90,385	137,385	217,859	249,683	349,797	256,043	263,573	372,788	292,882	298,740	310,689	316,903	332,748	14.39%	36,839		11.12%	29,309
32	Property Tax Reimbursement - STC #2 (Ops)	22-415-7992	85,921	83,585	82,352	62,200	101,926	113,348	116,682	89,105	102,727	104,782	108,973	111,152	116,710	-9.37%	(10,621)		-11.96%	(13,955)
33	Property Tax Reimbursement - STC #3 (Ops)	22-415-7993	26,031	3,544	53,170	24,533	23,006	25,481	26,231	74,670	87,123	88,866	92,420	94,269	98,982	241.91%	61,642		232.14%	60,892
34																				
35	**TOTAL EXPENDITURES**		$ 3,020,481	$ 3,420,762	$ 4,709,521	$ 4,263,634	$ 6,119,272	$ 6,847,000	$ 7,157,568	$ 6,875,890	$ 7,417,000	$ 8,226,000	$ 8,783,000	$ 9,620,000	$ 11,153,000	8.32%	$ 570,000		3.62%	$ 259,432
36																				
37	**CHANGE IN FUND BALANCE**		$ (2,844)	$ (3,057)	$ -	$ (2)	$ -	$ -	$ -	$ 255,049	$ -	$ -	$ -	$ -	$ -					
38																				
39	**BEGINNING FUND BALANCE**		$ 14,714	$ 11,870	$ 8,813	$ 8,813	$ 8,813	$ 8,811	$ 8,813		$ 8,813	$ 8,813	$ 8,813	$ 8,813	$ 8,813					
40																				
41	**ENDING FUND BALANCE**		$ 11,870	$ 8,813	$ 8,813	$ 8,811	$ 8,813	$ 8,813	$ 8,813		$ 8,813	$ 8,813	$ 8,813	$ 8,813	$ 8,813					

	A	B	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH
1	**Superior Metropolitan District #1**																			
2	**Preliminary**																			
3	**2026 Water Operating Budget**																			
4																				
5																				
6		**Account #**	**2020 Actual**	**2021 Actual**	**2022 Actual**	**2023 Actual**	**2024 Actual**	**2025 Budget**	**2025 Estimate**	**2025 YTD (as of 9/9/25)**	**2026 Budget**	**2027 Budget**	**2028 Budget**	**2029 Budget**	**2030 Budget**	**% Change 2025-2026 (Budget)**	**$ Change 2025-2026 (Budget)**		**% Change 2025-2026 (Estimated)**	**$ Change 2025-2026 (Estimated)**
7	**REVENUES**																			
8		Rate Increase	0.00%	0.00%	0.00%	0.00%	7.50%	7.50%			9.50%	9.50%	9.50%	9.50%	9.50%					
9																				
10	**CHARGES FOR SERVICE**																			
11	Water Service Fees - Existing	50-34-4510	$ 2,699,014	$ 2,557,581	$ 2,467,957	$ 2,388,537	$ 2,890,455	$ 3,010,000	$ 3,000,000	$ 1,511,373	$ 3,285,000	$ 3,597,075	$ 3,938,797	$ 4,312,983	$ 4,722,716	9.14%	$ 275,000		9.50%	$ 285,000
12	- New Connections/Customers	50-34-4510	-	-	-	-	-	35,000	-		20,000	40,000	20,000	-	-	-42.86%	(15,000)		N/A	20,000
13	- Adjust for Marshall Fire Loss	50-34-4510	-	-	-	-	-	(60,000)	-		(30,000)	(20,000)	(10,000)	-	-	-50.00%	30,000		N/A	(30,000)
14	Irrigation Service Fees	50-34-4511	792,300	700,365	744,720	504,199	742,974	752,500	750,000	184,638	821,250	899,269	984,700	1,078,247	1,180,680	9.14%	68,750		9.50%	71,250
15	Tapping Fees	50-34-4512	6,225	8,750	9,627	4,600	9,425	4,000	5,000	4,000	3,000	3,000	2,500	500	500	-25.00%	(1,000)		-40.00%	(2,000)
16	Transfer and Late Fees	50-34-4513	11,590	15,576	6,975	22,210	19,720	20,000	20,000	13,135	20,000	20,000	20,000	20,000	20,000	0.00%	-		0.00%	-
17	Meter Installation	50-34-4516	4,800	8,000	8,448	4,950	5,800	3,000	3,000	1,900	2,000	2,000	1,000	500	500	-33.33%	(1,000)		-33.33%	(1,000)
18	Construction Meter Fee	50-34-4517	820	13,666	8,106	5,555	1,306	1,000	2,000	1,408	1,000	1,000	1,000	1,000	1,000	0.00%	-		-50.00%	(1,000)
19	Construction Water Fee	50-34-4518	103,255	22,732	29,851	14,877	11,640	5,000	8,500	6,221	5,000	4,000	3,000	2,000	1,000	0.00%	-		-41.18%	(3,500)
20	Meter Fees	50-34-4519	40,855	59,344	87,310	40,085	45,325	20,000	25,000	22,555	10,000	10,000	7,500	4,000	1,000	-50.00%	(10,000)		-60.00%	(15,000)
21	Backflow Test Fees	50-34-4521	-	-	700	990	340	2,000	250	85	500	500	500	500	500	-75.00%	(1,500)		100.00%	250
22	**TOTAL CHARGES FOR SERVICE**		$ 3,658,859	$ 3,386,014	$ 3,363,694	$ 2,986,003	$ 3,726,985	$ 3,792,500	$ 3,813,750	$ 1,745,315	$ 4,137,750	$ 4,556,844	$ 4,968,997	$ 5,419,730	$ 5,927,896	9.10%	$ 345,250		8.50%	$ 324,000
23																				
24	**MISCELLANEOUS**																			
25	Interest Earnings	50-36-6100	$ 16,140	$ 12,974	$ 23,710	$ 120,460	$ 87,685	$ 74,000	$ 75,000	$ 46,506	$ 80,000	$ 84,000	$ 79,000	$ 75,000	$ 76,000	8.11%	$ 6,000		6.67%	$ 5,000
26	Change in Market Value	50-36-6101	12,654	(99,471)	(21,534)	39,200	9,062	-	-		-	-	-			N/A	-		N/A	-
27	Renewable Energy Credit - Photovoltaic System - Phase I & II	50-36-6500	31,733	28,534	26,846	18,957	25,973	25,000	25,000	17,447	25,000	25,000	25,000	25,000	25,000	0.00%	-		0.00%	-
28	Other Revenue	50-36-6600	725	13,561	4,026	25,862	3,135	5,000	2,500	865	5,000	5,000	5,000	5,000	5,000	0.00%	-		100.00%	2,500
29	Marshall Fire - Insurance Reimbursement	50-36-6650	-	-	392,979	267,862	-	-	-		-	-	-	-	-	N/A	-		N/A	-
30	Transfer from General Fund	50-36-6910	-	-	-	-	-	-	-		-	-	-	-	-	N/A	-		N/A	-
31	**TOTAL MISCELLANEOUS**		$ 61,252	$ (44,402)	$ 426,027	$ 472,341	$ 125,855	$ 104,000	$ 102,500	$ 64,818	$ 110,000	$ 114,000	$ 109,000	$ 105,000	$ 106,000	5.77%	$ 6,000		7.32%	$ 7,500
32																				
33	**TOTAL REVENUES**		$ 3,720,111	$ 3,341,612	$ 3,789,721	$ 3,458,344	$ 3,852,840	$ 3,896,500	$ 3,916,250	$ 1,810,133	$ 4,247,750	$ 4,670,844	$ 5,077,997	$ 5,524,730	$ 6,033,896	9.01%	351,250		8.46%	$ 331,500
34																				
35																				

	A	B	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH
1	**Superior Metropolitan District #1**																			
2	**Preliminary**																			
3	**2026 Water Operating Budget**																			
4																				
5																				
6		**Account #**	**2020 Actual**	**2021 Actual**	**2022 Actual**	**2023 Actual**	**2024 Actual**	**2025 Budget**	**2025 Estimate**	**2025 YTD (as of 9/9/25)**	**2026 Budget**	**2027 Budget**	**2028 Budget**	**2029 Budget**	**2030 Budget**	**% Change 2025-2026 (Budget)**	**$ Change 2025-2026 (Budget)**		**% Change 2025-2026 (Estimated)**	**$ Change 2025-2026 (Estimated)**
36	**EXPENDITURES**																			
37																				
38	**ADMINISTRATION**																			
39	Legal Services	50-415-2100	$ 1,521	$ 7,754	$ 129	$ 194	$ -	$ 1,000	$ 1,000	$ 237	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	0.00%	$ -		0.00%	$ -
40	Telephone	50-415-3100	1,122	922	911	724	944	1,600	950	651	1,700	1,800	1,900	2,000	2,100	6.25%	100		78.95%	750
41	Memberships	50-415-4200	104	453	531	422	412	1,100	400	-	1,200	1,300	1,400	1,500	1,600	9.09%	788		200.00%	800
42	Training	50-415-4300	379	497	557	443	842	1,950	600	558	1,950	1,950	1,950	1,950	1,950	0.00%	-		225.00%	1,350
43	Travel and Expenses	50-415-4310	95	-	498	-	-	1,500	600	148	2,575	2,575	2,575	2,575	2,575	71.67%	2,575		329.17%	1,975
44	Printing and Binding	50-415-4400	4,509	6,036	6,359	6,245	7,046	6,000	9,000	8,071	9,500	9,800	10,100	10,500	10,900	58.33%	3,500		5.56%	500
45	Other Fees and Services	50-415-4900	504	2,716	3,428	3,945	1,578	3,000	2,000	791	3,000	3,000	3,000	3,000	3,000	0.00%	1,422		50.00%	1,000
46	Office Supplies	50-415-5100	1,132	682	587	172	94	2,500	1,500	298	2,843	1,650	2,450	2,500	2,500	13.72%	343		89.53%	1,343
47	Uniforms & Equipment	50-415-5160	2,900	2,141	2,214	3,279	4,408	4,000	4,000	1,739	4,200	4,400	4,600	4,800	5,000	5.00%	(208)		5.00%	200
48	Water Conservation	50-415-8220	29,087	26,039	21,783	25,248	26,859	33,000	28,000	16,063	33,000	33,000	33,000	33,000	33,000	0.00%	-		17.86%	5,000
49	**TOTAL ADMINISTRATION**		$ 41,353	$ 47,240	$ 36,997	$ 40,672	$ 42,183	$ 55,650	$ 48,050	$ 28,556	$ 60,968	$ 60,475	$ 61,975	$ 62,825	$ 63,625	9.56%	$ 5,318		26.88%	$ 12,918
50																				
51	**WATER SUPPLY**																			
52	Water Leases	50-450-5510	$ 31,500	$ 10,800	$ -	$ -	$ 30,000	$ 34,500	$ 34,500	$ -	$ 36,100	$ 37,800	$ 39,600	$ 41,400	$ 43,300	4.64%	$ 1,600		4.64%	$ 1,600
53	Windy Gap Carriage & Power	50-450-5520	176,679	227,168	145,079	204,797	277,249	325,000	325,000	169,291	415,000	436,000	460,000	400,000	418,000	27.69%	90,000		27.69%	90,000
54	CBT Assessment	50-450-5530	99,424	102,128	105,144	112,200	111,592	124,700	124,700	116,834	131,000	137,600	144,500	151,800	159,400	5.05%	19,408		5.05%	6,300
55	FRICO Assessment	50-450-5541	74	320	480	540	570	2,000	2,000	470	2,000	2,000	2,000	2,000	2,000	0.00%	-		0.00%	-
56	CBT - Carry Over	50-450-5560	19,885	20,426	21,029	22,298	22,318	24,000	24,000	-	25,000	26,000	27,100	28,200	29,400	4.17%	2,682		4.17%	1,000
57	Windy Gap General Assessment	50-450-5570	54,000	54,000	54,000	54,000	54,000	54,000	54,000	54,000	56,700	59,535	62,512	65,638	68,920	5.00%	2,700		5.00%	2,700
58	Chimney Hollow Reservoir	50-450-5570	-	-	-	-	-	-			70,664	74,197	77,907	81,802	85,892	N/A	70,664		N/A	70,664
59	Water Rights - Legal & Other	50-450-6710	34,515	19,571	20,386	27,560	28,805	33,000	33,000	12,035	34,000	35,000	36,000	37,000	38,000	3.03%	1,000		3.03%	1,000
60	SWSP Pipeline/Pump station	50-450-6750	200,632	225,658	223,587	541,384	381,932	557,000	557,000	343,330	507,100	472,313	486,482	501,076	516,108	-8.96%	125,168		-8.96%	(49,900)
61	**TOTAL WATER SUPPLY**		$ 616,709	$ 660,071	$ 569,705	$ 962,779	$ 906,466	$ 1,154,200	$ 1,154,200	$ 695,960	$ 1,277,564	$ 1,280,445	$ 1,336,101	$ 1,308,916	$ 1,361,020	10.69%	123,364		10.69%	$ 123,364
62																				
63	**WATER TREATMENT**																			
64	Treatment Plant - Operator Contract	50-451-2370	121,721	123,669	124,007	162,194	184,740	179,000	175,000	101,711	185,000	191,000	197,000	203,000	210,000	3.35%	$ 6,000		5.71%	$ 10,000
65	Treatment Plant - Chemical Testing	50-451-2371	18,678	17,662	36,334	24,534	17,035	26,000	24,000	8,652	26,800	27,700	28,600	29,500	30,400	3.08%	9,765		11.67%	2,800
66	Treatment Plant - Additional Services	50-451-2372	11,478	7,390	11,291	5,964	16,134	9,100	7,500	319	9,400	9,700	10,000	10,300	10,700	3.30%	300		25.33%	1,900
67	Backflow Prevention Program	50-451-2372	-	-	-	-	-	4,700	4,700		4,900	5,100	5,300	5,500	5,700	4.26%	4,900		4.26%	200
68	State Permit & Calibration	50-451-2373	16,699	18,715	25,818	27,192	27,211	28,500	28,500	22,672	29,400	30,300	31,300	32,300	33,300	3.16%	900		3.16%	900
69	Telephone	50-451-3100	3,789	4,260	3,355	4,158	5,218	4,700	4,700	2,938	4,900	5,100	5,300	5,500	5,700	4.26%	(318)		4.26%	200
70	Utilities	50-451-3110	1,515	1,316	5,997	6,400	5,088	8,200	6,500	3,433	8,000	8,300	8,600	8,900	9,200	-2.44%	(200)		23.08%	1,500
71	Electricity - Xcel	50-451-3150	16,642	19,825	53,237	19,931	27,911	31,000	37,000	27,513	32,100	33,300	34,500	35,800	37,100	3.55%	4,189		-13.24%	(4,900)
72	Natural Gas	50-451-3160	1,838	2,691	2,181	101	3,784	5,400	5,400	2,858	5,600	5,800	6,000	6,200	6,400	3.70%	200		3.70%	200
73	Repairs & Maintenance - WTP	50-451-3340	31,604	40,098	56,006	49,192	73,661	50,000	50,000	21,408	51,500	53,100	54,700	56,400	58,100	3.00%	(22,161)		3.00%	1,500
74	Process & Instrumentation Maintenance	50-451-3341	17,351	17,012	23,260	14,763	17,490	17,500	17,500	8,439	18,025	18,566	19,123	19,697	20,288	3.00%	525		3.00%	525
75	UV System Maintenance	50-451-3342	-	-	-	-	-	26,500	5,000	1,619	27,300	28,200	29,100	30,000	30,900	3.02%	27,300		446.00%	22,300
76	Solids Hauling	50-451-3390	-	10,486	42,726	46,792	-	50,000	50,000	-	50,000	50,000	50,000	50,000	50,001	0.00%	-		0.00%	-
77	Photovoltaic System - Maintenance/Inverter Warranty	50-451-3491	7,566	5,549	3,988	20,767	3,980	5,400	10,000	6,298	5,600	5,800	6,000	6,200	6,400	3.70%	1,620		-44.00%	(4,400)
78	Chemicals	50-451-5140	64,983	99,615	96,221	72,093	146,025	94,000	134,000	62,240	140,100	146,500	153,100	160,000	167,200	49.04%	46,100		4.55%	6,100
79	Tools & Small Equipment	50-451-5220	2,873	2,811	4,356	3,056	3,170	5,200	5,200	3,304	5,400	5,600	5,800	6,000	6,200	3.85%	2,230		3.85%	200
80	Scada Software	50-451-5510	18,700	22,100	18,700	22,100	20,385	20,500	20,500	10,200	20,500	20,500	20,500	20,500	20,500	0.00%	-		0.00%	-
82	**TOTAL WATER TREATMENT**		$ 1,326,399	$ 1,379,921	$ 1,548,470	$ 1,648,437	$ 1,886,566	$ 565,700	$ 585,500	$ 283,604	$ 624,525	$ 644,566	$ 664,923	$ 685,797	$ 708,089	10.40%	$ 58,825		6.67%	$ 39,025

	A	B	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH
1	**Superior Metropolitan District #1**																			
2	**Preliminary**																			
3	**2026 Water Operating Budget**																			
4																				
5																				
6		**Account #**	**2020 Actual**	**2021 Actual**	**2022 Actual**	**2023 Actual**	**2024 Actual**	**2025 Budget**	**2025 Estimate**	**2025 YTD (as of 9/9/25)**	**2026 Budget**	**2027 Budget**	**2028 Budget**	**2029 Budget**	**2030 Budget**	**% Change 2025-2026 (Budget)**	**$ Change 2025-2026 (Budget)**		**% Change 2025-2026 (Estimated)**	**$ Change 2025-2026 (Estimated)**
83																				
84	**WATER STORAGE & DISTRIBUTION**																			
85	Engineering Services	50-452-2210	$ 38,989	$ 125,248	$ 71,728	$ 35,859	$ 30,427	$ 50,000	$ 50,000	$ 19,348	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	0.00%	$ -		0.00%	$ -
86	Utility Locates	50-452-2390	1,303	1,249	2,734	4,454	2,338	1,600	1,600	647	1,700	1,800	1,900	2,000	2,100	6.25%	(638)		6.25%	100
87	Electricity	50-452-3150	76,692	71,376	75,713	65,669	76,019	79,800	79,800	41,373	83,400	87,200	91,200	95,400	99,700	4.51%	3,600		4.51%	3,600
88	Repairs & Maint - Potable	50-452-3350	444,032	86,092	289,645	137,479	132,596	173,000	173,000	37,592	181,000	190,000	199,000	208,000	218,000	4.62%	48,404		4.62%	8,000
89	Repairs & Maint - Irrigation	50-452-3360	61,624	36,440	50,298	7,664	13,030	68,400	68,400	32,334	71,500	74,800	78,200	81,800	85,500	4.53%	3,100		4.53%	3,100
90	Repairs & Maint - Reservoir & Ponds	50-452-3370	12,283	1,352	16,058	9,279	17,260	19,000	19,000	11,271	19,600	20,200	20,900	21,600	22,300	3.16%	2,340		3.16%	600
91	Water Meters	50-452-5610	76,946	106,494	97,052	157,546	70,232	75,000	90,000	61,190	92,700	92,700	92,700	92,700	92,700	23.60%	17,700		3.00%	2,700
92	**TOTAL WATER STORAGE & DISTRIBUTION**		$ 711,869	$ 428,251	$ 603,228	$ 417,950	$ 341,902	$ 466,800	$ 481,800	$ 203,755	$ 499,900	$ 516,700	$ 533,900	$ 551,500	$ 570,300	7.09%	$ 33,100		3.76%	$ 18,100
93																				
94	**NON-DEPARTMENTAL**																			
95	Auditing Services	50-490-2400	$ 7,506	$ 4,975	$ 9,444	$ 16,381	$ 17,325	22,500	19,000	$ 17,784	23,000	23,500	24,000	24,500	24,500	2.22%	$ 500		21.05%	$ 4,000
96	Utility Billing	50-490-2440	18,160	20,240	12,853	12,710	14,642	17,000	23,000	13,490	20,000	21,000	22,050	23,153	24,311	17.65%	3,000		-13.04%	(3,000)
97	Investment Fees	50-490-2490	13,324	12,295	12,234	14,742	15,436	15,000	16,000	9,362	16,000	16,000	16,000	16,000	16,000	6.67%	1,000		0.00%	-
98	Administrative Fee	50-490-2650	342,925	351,573	378,485	403,896	420,410	457,455	457,455	304,970	479,411	498,587	518,530	539,271	560,842	4.80%	21,956		4.80%	21,956
99	Maintenance - Building	50-490-3220			216	3,145	3,107	5,000	5,000	321	5,000	5,000	5,000	5,000	5,000	0.00%	-		0.00%	-
100	Property Casualty Insurance	50-490-4600	26,243	27,919	33,497	43,959	43,780	50,500	61,000	60,812	62,500	65,625	68,906	72,351	75,969	23.76%	12,000		2.46%	1,500
101	Studies	50-490-4800	-	49,475	-	-	-	2,500	2,500	-	32,500	2,500	2,500	2,500	2,500	1200.00%	30,000		1200.00%	30,000
102	Fuel and Vehicle Maintenance	50-490-5120	10,301	13,912	11,255	22,355	18,267	20,000	15,000	7,613	20,000	20,900	21,900	22,900	24,000	0.00%	-		33.33%	5,000
103	Windy Gap Loan/Allotment Contract	50-499-6781	-	-	-	-	-	-			1,990,000	2,400,000	2,400,000	2,385,000	2,400,000	N/A	1,990,000		N/A	1,990,000
104	Amortization of Deferred Outflow	50-499-7111	9,309	9,309	9,309	9,309	9,309	-			-	-	-	-	-	N/A	-		N/A	-
105	Note Principal - Series 2015 (Callable through 2025)	50-490-7730	1,335,024	1,357,884	1,385,316	1,412,748	1,440,180	6,135,624	6,135,624		-	-	-	-	-	-100.00%	(6,135,624)		-100.00%	(6,135,624)
106	Note Interest - Series 2015	50-490-7740	252,970	228,769	202,291	175,277	147,729	119,645	119,645	59,822	-	-	-	-	-	-100.00%	(119,645)		-100.00%	(119,645)
112	Transfer to Capital	50-490-9530	-	-	-	-	-	-	-		-	-	-	-	197,740	N/A	-		N/A	-
113	**TOTAL NON-DEPARTMENTAL**		$ 2,015,762	$ 2,103,420	$ 3,459,642	$ 2,645,598	$ 2,140,942	$ 6,845,224	$ 6,854,224	$ 474,174	$ 2,648,411	$ 3,053,112	$ 3,078,886	$ 3,090,675	$ 3,330,862	-61.31%	$ (4,196,813)		-61.36%	$ (4,205,813)
114																				
115	**TOTAL EXPENSES**		$ 4,712,092	$ 4,618,903	$ 6,218,042	$ 5,715,436	$ 5,318,059	$ 9,087,574	$ 9,123,774	$ 1,686,049	$ 5,111,368	$ 5,555,298	$ 5,675,785	$ 5,699,713	$ 6,033,896	-43.75%	$ (3,976,206)		-43.98%	$ (4,012,406)
116																				
117	**TOTAL CHANGE IN AVAILABLE CASH**							$ (5,191,074)	$ (5,207,524)		$ (863,618)	$ (884,454)	$ (597,788)	$ (174,983)	$ -					
118																				
119	**BEGINNING AVAILABLE CASH**							$ 7,350,000	$ 7,350,000		$ 3,250,000	$ 3,300,000	$ 3,100,000	$ 2,700,000	$ 2,600,000					
120																				
121	**ENDING AVAILABLE CASH**							$ 2,158,926	$ 2,142,476		$ 2,386,382	$ 2,415,546	$ 2,502,212	$ 2,525,017	$ 2,600,000					
122																				
123	**AVAILABLE CASH AS % OF EXPENSES (TOTAL OPERATING EXPENSES EXCLUDING DEBT SERVICE AND PASS-THROUGH REVENUES)**							76%	75%		76%	77%	76%	76%	76%					
124																				
125	**SURPLUS/(DEFICIT) COMPARED TO RESERVE POLICY - POLICY AT 75% - 100%**	**75%**						$ 34,697	$ (8,903)		$ 45,356	$ 49,073	$ 45,373	$ 38,982	$ 22,883					
126																				
127	**SURPLUS/(DEFICIT) COMPARED TO RESERVE POLICY - POLICY AT 75% - 100%**	**100%**						$ (673,379)	$ (726,029)		$ (734,986)	$ (739,752)	$ (773,573)	$ (789,696)	$ (836,156)					

	A	B	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC
1	**Superior Metropolitan District #1**														
2	**Preliminary**														
3	**2026 Water Capital Improvement Program Budget**														
4															
5															
6		**Account #**	**2020 Actual**	**2021 Actual**	**2022 Actual**	**2023 Actual**	**2024 Actual**	**2025 Budget**	**2025 Estimate**	**2025 YTD (as of 9/9/25)**	**2026 Budget**	**2027 Budget**	**2028 Budget**	**2029 Budget**	**2030 Budget**
7	**REVENUES**														
8															
9	Interest Earned	50-36-6100	$ 130,199	$ 103,790	$ 19,581	$ 680,654	$ 782,770	$ 615,000	$ 620,000	$ 418,558	$ 504,000	$ 347,000	$ 335,000	$ 186,000	$ 185,000
10	Grant Revenue	50-36-6300			351,496	3,068,716	-	4,141,250	9,290	9,290	2,429,000	-	-	-	-
11	Water System Development Fees	50-36-6341	1,943,328	3,759,462	6,114,766	2,953,472	3,586,721	2,500,000	1,950,000	1,923,280	1,360,000	1,625,000	590,000	235,000	-
12	Irrigation System Development Fees	50-36-6344	187,885	233,077	88,261	20,531	26,824	25,000	43,031	43,031	55,000	55,000	30,000	-	-
13	Water Leases	50-36-6348	11,143	-	27,630	26,263	2,655	20,000	25,200	25,200	20,000	20,000	20,000	20,000	20,000
14	Sale of Assets	50-36-6700		1,471	-	-	-	1,000	-	-	-	-	-	-	-
15	Transfer from Operations Service Fees	50-36-6953	-	9,309	-	-	9,309	-	-	-	-	-	-	-	197,740
16															
17	**TOTAL REVENUES**		$ 2,272,555	$ 4,107,109	$ 6,601,734	$ 6,749,636	$ 4,408,279	$ 7,302,250	$ 2,647,521	$ 2,419,359	$ 4,368,000	$ 2,047,000	$ 975,000	$ 441,000	$ 402,740
18															
19															
20	**EXPENDITURES**														
21	*New Capital*														
22	Windy Gap Loan/Allotment Contract	50-499-6781	$ -	$ -	$ 1,125,000	$ 1,249,270	$ 1,616,847	$ 1,460,000	$ 1,435,368	$ 1,435,368	$ -	$ -	$ -	$ -	$ -
23	Reuse System Upgrades and Storage	50-499-6135	-	34,039	-	-	3,000	150,000	150,000	-	1,000,000	200,000	400,000	-	825,000
24	Smart Meters	50-499-6137	-	-	-	-	-	2,250,000	-	-	2,250,000	-	-	-	-
25	PW & Parks Joint Maintenance Storage/Shop/Office	50-499-6421	-	-	-	-	45,978	1,250,000	1,250,000	243,129	1,325,000	-	-	-	-
26	Public Works Office Renovations (Superior Plaza)	50-499-6404	-	-	-	-	63,070	-	-	-	-	-	-	-	-
27	Electronic Message Board	50-499-6894	-	-	-	-	8,591	-	-	-	-	-	-	-	-
28	Windy Gap Firming	50-499-6780	630,133	367,588	-	-	-	-	-	-	-	-	-	-	-
29	Sustainability Enhancements	50-499-6010	-	-	-	-	-	-	-	-	-	-	-	-	-
30															

	A	B	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC
1	**Superior Metropolitan District #1**														
2	**Preliminary**														
3	**2026 Water Capital Improvement Program Budget**														
4															
5															
6		**Account #**	**2020 Actual**	**2021 Actual**	**2022 Actual**	**2023 Actual**	**2024 Actual**	**2025 Budget**	**2025 Estimate**	**2025 YTD (as of 9/9/25)**	**2026 Budget**	**2027 Budget**	**2028 Budget**	**2029 Budget**	**2030 Budget**
31	*Maintenance Capital*														
32	Irrigation Valve Installations	50-499-6157	$ 77,541	$ 47,010	$ 137,662	$ -	$ 8,816	$ 70,000	$ 70,000	$ 4,575	$ 70,000	$ 70,000	$ 70,000	$ 70,000	$ 70,000
33	Fire Hydrant Replacement	50-499-6159	20,802	36,702	5,279	13,167	15,598	25,000	25,000	20,436	26,000	27,000	28,000	29,000	30,000
34	Vehicle Replacement	50-499-6300	4,567	20,420	-	62,928	48,075	37,500	37,500	1,488	30,000	28,750	7,500	66,250	-
35	WTP Sludge Drying Beds (Solids Handling Facility)	50-499-6148	-	-	16,878	-	10,048	230,000	160,000	60	1,630,000	300,000	3,560,000	-	-
36	GAC System	50-499-6071	-	-	2,517,579	1,759,715	91,404	154,500	30,000	8,975	159,135	-	168,826	-	173,891
37	Water Pump Station Upgrades	50-499-6142	24,576	-	-	-	9,521	300,000	80,000	14,445	80,000	80,000	80,000	80,000	80,000
38	Filter Media Cleaning & Replacement	50-499-3340	-	-	1,400	121	22,957	40,000	25,000	22,601	30,000	32,000	-	-	-
39	WTP Building Maintenance	50-499-6146	-	-	-	-	-	60,000	60,000	22,994	60,000	-	60,000	-	60,000
40	WTP Chemical Pump Replacement	50-499-6167	-	-	-	21,630	-	-			20,000	-	20,000	-	20,000
41	Water Storage Tank Cleaning and Repairs	50-499-6880	-	-	-	-	-	-	-	-	62,000	-	-	-	-
42	FRICO Pipeline Maintenance	50-499-6271	38,911	21,362	1,920	-	-	-	5,000	2,415	50,000	-	-	50,000	-
43	McCaslin New Transmission Water Main	50-499-6138	-	-	-	-	4,577	250,000	250,000	265,790	-	-	-	-	-
44	WTP Clariflocculator Rebuild/Replacement	50-499-6132	-	19,253	7,836	230,462	226,272	260,000	260,000	9,730	-	-	-	-	-
45	Facilities Master Plan Update	50-499-6431	-	-	-	23,138	15,985	-			-	-	-	-	-
46	Disinfection Outreach Verification Effort (DOVE) / UV D	50-499-6128	-	89,053	25,194	287,569	725,975	-	-		-	-	-	-	-
49															
50	**TOTAL EXPENSES**		$ 887,936	$ 681,113	$ 3,874,809	$ 3,648,000	$ 2,916,714	$ 6,537,000	$ 3,837,868	$ 2,052,006	$ 6,792,135	$ 737,750	$ 4,394,326	$ 295,250	$ 1,258,891
51															
52	**CHANGE IN AVAILABLE CASH - CAPITAL**							$ 765,250	$ (1,190,347)		$ (2,424,135)	$ 1,309,250	$ (3,419,326)	$ 145,750	$ (856,151)
53															
54	**BEGINNING AVAILABLE CASH**							$ 9,865,825	$ 14,639,892		$ 12,342,021	$ 9,004,268	$ 9,629,064	$ 6,011,950	$ 6,082,717
55															
56	**TOTAL ENDING CASH (W/O REPLACEMENT RESERVE)**							$ 10,631,075	$ 13,449,545		$ 9,917,886	$ 10,313,518	$ 6,209,738	$ 6,157,700	$ 5,226,566
57															

	A	B	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH
1	**Superior Metropolitan District #1**																			
2	**Preliminary**																			
3	**2026 Sewer Operating Budget**																			
4																				
5																				
6		**Account #**	**2020 Actual**	**2021 Actual**	**2022 Actual**	**2023 Actual**	**2024 Actual**	**2025 Budget**	**2025 Estimate**	**2025 YTD (as of 9/9/25)**	**2026 Budget**	**2027 Budget**	**2028 Budget**	**2029 Budget**	**2030 Budget**	**% Change 2025-2026 (Budget)**	**$ Change 2025-2026 (Budget)**		**% Change 2025-2026 (Estimated)**	**$ Change 2025-2026 (Estimated)**
7	**REVENUES**																			
8		Rate Increase	5.00%	5.00%	5.00%	5.00%	7.50%	7.50%			7.50%	7.50%	7.50%	7.50%	7.50%					
9																				
10	**CHARGES FOR SERVICE**																			
11	Tapping Fees	51-34-4512	$ 6,825	$ 10,275	$ 13,850	$ 7,575	$ 7,725	$ 4,000	$ 4,000	$ 2,750	$ 2,500	$ 2,000	$ 500	$ 500	$ 500	-37.50%	$ (1,500)		-37.50%	$ (1,500)
12	Sewer User Fees - Existing	51-34-4514	1,547,020	1,640,580	1,621,958	1,816,813	2,136,629	2,230,000	2,300,000	1,375,328	2,520,000	2,710,000	2,910,000	3,130,000	3,360,000	13.00%	290,000		9.57%	220,000
13	- Adjust for Marshall Fire Loss	51-34-4514	-	-	-	-	-	(47,463)	-		(37,681)	(25,526)	(13,401)	-		-20.61%	9,782		N/A	(37,681)
14	- New Connections/Customers	51-34-4514	-	-	-	-	-	20,000	-		15,000	20,000	20,000	-		-25.00%	(5,000)		N/A	15,000
15	**TOTAL CHARGES FOR SERVICE**		$ 1,553,845	$ 1,650,855	$ 1,635,808	$ 1,824,388	$ 2,144,354	$ 2,206,537	$ 2,304,000	$ 1,378,078	$ 2,499,819	$ 2,706,474	$ 2,917,099	$ 3,130,500	$ 3,360,500	13.29%	$ 293,282		8.50%	$ 195,819
16																				
17	**MISCELLANEOUS**																			
18	Interest Earnings	51-36-6100	$ 13,503	$ 6,866	$ 16,049	$ 34,981	$ 96,580	$ 59,000	$ 96,000	$ 59,520	$ 45,000	$ 44,000	$ 41,000	$ 41,000	$ 42,000	-23.73%	$ (14,000)		-53.13%	$ (51,000)
19	Change in Market Value	51-36-6101	1,177	(18,051)	(14,514)	11,366	9,967	-			-	-	-	-	-	N/A	-		N/A	-
20	Renewable Energy Credit - Photovoltaic System - Phase I & II	51-36-6500	28,444	29,147	27,834	26,155	22,451	26,155	25,000	17,035	25,000	25,000	25,000	25,000	25,000	-4.42%	(1,155)		0.00%	-
21	Other Revenue	51-36-6600	700	6,583	195	5,590	8,000	1,000	7,280	7,280	1,000	1,000	1,000	1,000	1,000	0.00%	-		-86.26%	(6,280)
24	**TOTAL MISCELLANEOUS**		$ 43,824	$ 24,545	$ 29,564	$ 78,092	$ 136,998	$ 86,155	$ 128,280	$ 83,835	$ 71,000	$ 70,000	$ 67,000	$ 67,000	$ 68,000	-17.59%	$ (15,155)		-44.65%	$ (57,280)
25																				
26	**TOTAL REVENUES**		$ 1,597,669	$ 1,675,400	$ 1,665,372	$ 1,902,480	$ 2,281,352	$ 2,292,692	$ 2,432,280	$ 1,461,913	$ 2,570,819	$ 2,776,474	$ 2,984,099	$ 3,197,500	$ 3,428,500	12.13%	$ 278,127		5.70%	$ 138,539
27																				
28																				

	A	B	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH
1	**Superior Metropolitan District #1**																			
2	**Preliminary**																			
3	**2026 Sewer Operating Budget**																			
4																				
5																				
6		**Account #**	**2020 Actual**	**2021 Actual**	**2022 Actual**	**2023 Actual**	**2024 Actual**	**2025 Budget**	**2025 Estimate**	**2025 YTD (as of 9/9/25)**	**2026 Budget**	**2027 Budget**	**2028 Budget**	**2029 Budget**	**2030 Budget**	**% Change 2025-2026 (Budget)**	**$ Change 2025-2026 (Budget)**		**% Change 2025-2026 (Estimated)**	**$ Change 2025-2026 (Estimated)**
29	**EXPENDITURES**																			
30																				
31	**ADMINISTRATION**																			
32	Legal Services - General	51-415-2100	$ 1,014	$ 254	$ -	$ -	$ -	$ 500	$ 500	$ 237	$ 500	$ 500	$ 500	$ 500	$ 500	0.00%	$ -		0.00%	$ -
33	Telephone	51-415-3100	674	553	663	435	566	1,100	600	391	1,200	1,300	1,400	1,500	1,600	9.09%	100		100.00%	600
34	Membership	51-415-4200	396	66	91	34	-	500	250	-	500	500	500	500	500	0.00%	-		100.00%	250
35	Training	51-415-4300	227	299	222	266	678	1,170	700	335	1,170	1,170	1,170	1,170	1,170	0.00%	-		67.14%	470
36	Travel & Expenses	51-415-4310	26	-	31	-	-	1,545	500	89	1,545	1,545	1,545	1,545	1,545	0.00%	-		209.00%	1,045
37	Other Fees & Services	51-415-4900	3,325	1,620	2,057	2,398	934	1,700	1,700	477	1,800	1,900	2,000	2,100	2,200	5.88%	100		5.88%	100
38	Office Supplies	51-415-5100	493	409	349	4,890	5,553	1,500	10,000	9,267	3,400	1,000	1,500	1,500	1,501	126.67%	1,900		-66.00%	(6,600)
39	Uniforms & Equipment	51-415-5160	1,740	1,192	1,328	1,967	2,132	3,000	3,000	1,043	3,100	3,200	3,300	3,400	3,600	3.33%	100		3.33%	100
40	**TOTAL ADMINISTRATION**		$ 7,895	$ 4,393	$ 4,741	$ 9,990	$ 9,863	$ 11,015	$ 17,250	$ 11,839	$ 13,215	$ 11,115	$ 11,915	$ 12,215	$ 12,616	19.97%	$ 2,200		-23.39%	$ (4,035)
41																				
42	**WASTEWATER COLLECTION**																			
43	Engineering Services	51-460-2210	$ 18,152	$ 46,441	$ 42,900	$ 19,089	$ 14,442	$ 25,000	$ 25,000	$ 2,890	$ 25,800	$ 26,600	$ 27,400	$ 28,300	$ 29,200	3.20%	$ 800		3.20%	$ 800
44	Utility Locates	51-460-2390	1,303	1,249	2,734	4,410	2,274	2,000	2,000	628	2,100	2,200	2,300	2,400	2,500	5.00%	100		5.00%	100
45	Utilities	51-460-3110	288	292	288	292	314	500	500	213	600	700	800	900	1,000	20.00%	100		20.00%	100
46	Electricity	51-460-3150	7,748	8,964	9,806	11,413	11,229	11,500	11,500	6,973	12,100	12,700	13,300	13,900	14,600	5.22%	600		5.22%	600
47	Natural Gas	51-460-3160	1,658	799	718	1,282	920	1,000	1,000	459	1,030	1,070	1,110	1,150	1,190	3.00%	30		3.00%	30
48	Repairs & Maint Lines	51-460-3350	28,530	2,480	22,130	14,634	9,867	34,500	34,500	10,721	35,600	36,700	37,900	39,100	40,300	3.19%	1,100		3.19%	1,100
49	Repairs - Lift Station	51-460-3430	1,051	11,540	5,850	7,654	32,636	12,000	12,000	561	12,400	12,800	13,200	13,600	14,100	3.33%	400		3.33%	400
50	Depreciation Expense	51-460-8910	710,433	748,342	890,753	1,037,488	1,072,382	-			-	-				N/A	-		N/A	-
51	**TOTAL WASTEWATER COLLECTION**		$ 769,163	$ 820,107	$ 975,179	$ 1,096,262	$ 1,144,064	$ 86,500	$ 86,500	$ 22,445	$ 89,630	$ 92,770	$ 96,010	$ 99,350	$ 102,890	3.62%	$ 3,130		3.62%	$ 3,130
52																				
53	**WASTEWATER TREATMENT PLANT**																			
54	Engineering Services	51-461-2210	$ 11,435	$ 10,300	$ 20,003	$ 13,398	$ 150	$ 25,000	$ 25,000	$ -	$ 25,800	$ 26,600	$ 27,400	$ 28,300	$ 29,200	3.20%	$ 800		3.20%	$ 800
55	Treatment Plant - Operator Contract	51-461-2370	355,183	360,866	318,285	373,319	424,729	411,000	400,870	233,840	428,000	446,000	464,000	483,000	498,000	4.14%	17,000		6.77%	27,130
56	Treatment Plant - Chemical Testing	51-461-2371	39,684	44,950	30,505	49,334	42,080	54,000	54,000	25,011	55,620	57,289	59,008	60,778	62,601	3.00%	1,620		3.00%	1,620
57	Treatment Plant - Additional Services	51-461-2372	20,241	17,347	25,178	5,273	3,482	12,800	12,800	657	13,200	13,600	14,100	14,600	15,100	3.13%	400		3.13%	400
58	State Permits & Calibrations	51-461-2373	18,679	19,091	21,469	25,310	24,874	26,000	30,000	11,923	30,000	30,900	31,900	32,900	33,900	15.38%	4,000		0.00%	-
59	Telephone	51-461-3100	2,114	2,595	2,555	3,058	3,019	3,200	3,200	2,193	3,300	3,400	3,600	3,800	4,000	3.13%	100		3.13%	100
60	Utilities	51-461-3110	4,582	11,459	8,192	20,185	9,249	16,000	16,000	15,095	16,800	17,700	18,600	19,600	20,600	5.00%	800		5.00%	800
61	Electricity - Xcel	51-461-3150	133,737	181,152	179,616	161,764	174,961	175,000	135,000	85,037	170,000	179,000	188,000	198,000	208,000	-2.86%	(5,000)		25.93%	35,000
62	Natural Gas	51-461-3160	1,162	2,996	21,273	15,942	9,917	19,000	19,000	5,439	19,600	20,200	20,900	21,600	22,300	3.16%	600		3.16%	600
63	Repairs & Maint. Treatment Plant	51-461-3340	85,125	66,913	126,477	86,860	102,425	94,100	94,100	66,197	98,400	102,900	107,600	112,500	117,600	4.57%	4,300		4.57%	4,300
64	Process & Instrumentation Maintenance	51-461-3341	11,490	10,509	10,637	20,223	13,598	13,900	22,000	11,364	14,400	14,900	15,400	15,900	16,400	3.60%	500		-34.55%	(7,600)
65	Blower Maintenance	51-461-3355	11,326	32,309	2,195	3,887	-	-	2,500	1,832	2,500	2,575	2,652	2,732	2,814	N/A	2,500		0.00%	-
66	Sludge Hauling	51-461-3390	61,651	74,170	136,732	47,591	30,494	52,300	52,300	15,093	54,700	57,200	59,800	62,500	65,400	4.59%	2,400		4.59%	2,400
67	OPER & MAINT-PHOTOVOLTAIC SYS	51-461-3491	7,216	4,092	4,870	10,069	18,047	5,400	20,000	12,166	5,600	5,800	6,000	6,200	6,400	3.70%	200		-72.00%	(14,400)
68	Chemicals	51-461-5140	227,940	214,765	170,014	280,541	107,628	200,000	170,000	95,015	200,000	209,000	219,000	229,000	240,000	0.00%	-		17.65%	30,000
69	Tools & Small Equipment	51-461-5220	1,724	1,687	2,614	1,833	1,470	3,200	3,200	1,000	3,300	3,400	3,600	3,800	4,000	3.13%	100		3.13%	100
70	Scada Software	51-461-5510	18,700	22,100	18,700	22,100	23,785	21,000	21,000	10,200	21,000	21,000	21,000	21,000	21,000	0.00%	-		0.00%	-
71	**TOTAL WWTP**		$ 1,045,950	$ 1,085,587	$ 1,099,315	$ 1,140,687	$ 989,908	$ 1,131,900	$ 1,080,970	$ 592,062	$ 1,162,220	$ 1,211,464	$ 1,262,560	$ 1,316,210	$ 1,367,315	2.68%	$ 30,320		7.52%	$ 81,250

	A	B	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH
1	**Superior Metropolitan District #1**																			
2	**Preliminary**																			
3	**2026 Sewer Operating Budget**																			
4																				
5																				
6		**Account #**	**2020 Actual**	**2021 Actual**	**2022 Actual**	**2023 Actual**	**2024 Actual**	**2025 Budget**	**2025 Estimate**	**2025 YTD (as of 9/9/25)**	**2026 Budget**	**2027 Budget**	**2028 Budget**	**2029 Budget**	**2030 Budget**	**% Change 2025-2026 (Budget)**	**$ Change 2025-2026 (Budget)**		**% Change 2025-2026 (Estimated)**	**$ Change 2025-2026 (Estimated)**
72																				
73	**NON-DEPARTMENTAL**																			
74	Auditing Services	51-490-2400	$ 4,504	$ 3,050	$ 5,666	$ 9,829	$ 10,395	13,500	11,500	$ 10,671	13,800	14,100	14,400	14,700	14,700	2.22%	$ 300		20.00%	$ 2,300
75	Utility Billing	51-490-2440	4,167	3,832	4,422	4,233	5,225	5,000	5,300	3,958	5,400	5,562	5,729	5,901	6,078	8.00%	400		1.89%	100
76	Bond Issuance Costs	51-490-2450	59,548	-	-	-	-	-	-							N/A	-		N/A	-
77	Investment Fees	51-490-2490	1,402	1,294	1,288	1,552	1,625	1,600	1,700	985	1,700	1,700	1,700	1,700	1,700	6.25%	100		0.00%	-
78	Administrative Fee	51-490-2650	205,755	210,944	227,091	242,338	252,246	274,473	274,473	182,982	287,647	299,153	311,119	323,564	336,507	4.80%	13,174		4.80%	13,174
79	Maintenance - Building	51-490-3220	1,486	38	636	1,447	1,208	2,500		3,169	2,575	2,652	2,732	2,814	2,898	3.00%	75		N/A	2,575
80	Property Casualty Insurance	51-490-4600	15,596	16,752	20,098	26,125	26,268	28,550	37,000	36,487	38,000	39,900	41,895	43,990	46,190	33.10%	9,450		2.70%	1,000
81	Fuel and Vehicle Maintenance	51-490-5120	6,181	8,347	6,745	13,414	10,962	11,500	10,000	4,568	12,100	12,700	13,300	13,900	14,600	5.22%	600		21.00%	2,100
82	Amortization of Deferred Outflow	51-490-7111	510	510	510	510	510	-								N/A	-		N/A	-
83	Loan Principal - Series 2020 (Callable 2030)	51-490-7630	46,105	179,670	184,187	189,674	196,610	200,960	200,960	200,960	204,223	209,758	214,438	215,744	221,840	1.62%	3,263		1.62%	3,263
84	Loan Interest - Series 2020	51-490-7640	85,759	115,630	114,201	109,701	105,201	100,701	100,701	100,701	96,201	91,701	87,201	82,951	78,951	-4.47%	(4,500)		-4.47%	(4,500)
85	Note Interest - Series 2015	51-490-7730	73,146	74,399	75,902	77,405	78,908	336,171	336,171		-	-	-			-100.00%	(336,171)		-100.00%	(336,171)
86	Note Interest - Series 2015	51-490-7740	13,860	12,534	11,084	9,603	8,094	6,555	6,555	3,278	-	-	-			-100.00%	(6,555)		-100.00%	(6,555)
87	Amort of Loan/Bond Premium	51-490-7830	(4,379)	(13,412)	(13,108)	(12,591)	(12,075)	-			-	-	-			N/A	-		N/A	-
88	Utilitities (WWTP) (FEMA)	51-490-8515	-	-	29,469	-	-	-			-	-	-			N/A	-		N/A	-
89	Transfer to Capital	51-490-9530		-	-	-	-	81,767	263,200	-	644,108	783,899	921,100	1,064,461	1,222,215	687.74%	562,341		144.72%	380,908
90	**TOTAL NON-DEPARTMENTAL**		$ 513,640	$ 613,588	$ 668,191	$ 673,240	$ 685,177	$ 1,063,277	$ 1,247,560	$ 547,759	$ 1,305,754	$ 1,461,125	$ 1,613,614	$ 1,769,725	$ 1,945,679	22.80%	$ 242,477		4.66%	$ 58,194
91																				
92	**TOTAL EXPENSES**		$ 2,336,648	$ 2,523,675	$ 2,747,426	$ 2,920,179	$ 2,829,012	$ 2,292,692	$ 2,432,280	$ 1,174,105	$ 2,570,819	$ 2,776,474	$ 2,984,099	$ 3,197,500	$ 3,428,500	12.13%	$ 278,127		5.70%	$ 138,539
93																				
94	**TOTAL CHANGE IN AVAILABLE CASH**							$ -	$ -		$ -	$ -	$ -	$ -	$ -					
95																				
96	**BEGINNING AVAILABLE CASH**							$ 1,200,000	$ 1,200,000		$ 1,250,000	$ 1,275,000	$ 1,350,000	$ 1,400,000	$ 1,450,000					
97																				
98	**ENDING AVAILABLE CASH**							$ 1,200,000	$ 1,200,000		$ 1,250,000	$ 1,275,000	$ 1,350,000	$ 1,400,000	$ 1,450,000					
99																				
100	**AVAILABLE CASH AS % OF EXPENSES (TOTAL OPERATING EXPENSES EXCLUDING DEBT SERVICE AND PASS-THROUGH REVENUES)**							77%	79%		77%	75%	77%	76%	76%					
101																				
102	**SURPLUS/(DEFICIT) COMPARED TO RESERVE POLICY - POLICY AT 75% - 100%**	**75%**						$ 25,097	$ 56,480		$ 30,285	$ 6,663	$ 28,980	$ 24,242	$ 20,880					
103																				
104	**SURPLUS/(DEFICIT) COMPARED TO RESERVE POLICY - POLICY AT 75% - 100%**	**100%**						$ (366,538)	$ (324,693)		$ (376,287)	$ (416,116)	$ (411,360)	$ (434,344)	$ (455,494)					

	A	B	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC
1	**Superior Metropolitan District #1**														
2	**Preliminary**														
3	**2026 Sewer Capital Improvement Program Budget**														
4															
5															
6		**Account #**	**2020 Actual**	**2021 Actual**	**2022 Actual**	**2023 Actual**	**2024 Actual**	**2025 Budget**	**2025 Estimate**	**2025 YTD (as of 9/9/25)**	**2026 Budget**	**2027 Budget**	**2028 Budget**	**2029 Budget**	**2030 Budget**
7	**REVENUES**														
8															
9	Interest Earnings	51-36-6100	$ 21,353	$ 14,358	$ 3,118	$ 125,308	$ 71,031	$ 15,000	$ 24,000	$ 14,880	$ 129,000	$ 139,000	$ 173,000	$ 207,000	$ 230,000
10	System Development Fees	51-36-6341	440,571	1,078,669	1,815,996	699,174	782,661	1,900,000	1,820,000	1,587,277	570,000	800,000	840,000	80,000	
11	Sale of Assets	51-36-6700	-	883	-	-	-	500	26,038	26,038	-	-	-	-	-
12	Debt/Loan	51-36-6820	-	-	-	-	-	-	-	-	-	-	-	-	-
13	ARPA Funding/Grants	51-36-6300	-	-	35,877	(6,806)	-	3,039,414	3,039,414	-	-	-	-	-	-
14	Xcel Rebate	51-36-6600	-	-	-	-	-	-	-	-	-	-	-	-	-
15	Transfer from Operation User Fees	51-36-6953	-	-	-	-	-	81,767	263,200	-	644,108	783,899	921,100	1,064,461	1,222,215
16															
17	**TOTAL REVENUES**		$ 461,924	$ 1,093,910	$ 1,854,991	$ 817,676	$ 853,692	$ 5,036,681	$ 5,172,652	$ 1,628,195	$ 1,343,108	$ 1,722,899	$ 1,934,100	$ 1,351,461	$ 1,452,215
18															
19															
20	**EXPENDITURES**														
21	*New Capital*														
22	WWTP Biological Nutrient Removal	51-499-6239	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
23	- Aeration Basin Improvements (Add'l Volume)	51-499-6239	2,950	-	51,397	497,302	188,338	2,800,000	2,931,800	2,217,421	-	-	-	-	-
24	- Aeration blower upgrades	51-499-6239	-	-	-	-	-	-	-	-	150,000	-	-	-	-
25	- Additional Secondary Clarifier ($2 - $3 MM)	51-499-6239	-	-	-	-	-	-	-	-	-	-	-	250,000	3,000,000
26	Public Works Office Renovations (Superior Plaza)	51-499-6404	-	-	-	-	42,047	-	-	-	-	-	-	-	-
27	Electronic Message Board	51-499-6894	-	-	-	-	5,155	-	-	-	-	-	-	-	-
28	Coal Creek 8" Sanitaty Sewer Extension	51-499-6292	-	-	5,401	553,289	16,308	-	-	-	-	-	-	-	-
29	WWTP Sludge Dewatering & Thickening Upgrades (centrifuge removal)	51-499-6195	-	-	64,803	52,667	906,974	-	710,000	682,911	-	-	-	-	-
30															
31	*Maintenance Capital*														
32	Town Wide Collection System Video Assessment	51-499-6081	$ -	$ -	$ -	$ 35,000	$ -	$ 40,000	$ 40,000	$ -	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000
33	WWTP Miscellaneous Improvements	51-499-6236	48,842	36,281	34,639	46,486	37,450	50,000	50,000	-	50,000	50,000	50,000	50,000	50,000
34	WWTP Building Upgrades	51-499-6237	-	17,650	165	-	29,939	80,000	40,000	5,613	40,000	40,000	40,000	40,000	40,000
35	Sanitary Sewer Manhole and Line Rehabilitation	51-499-6284	125,368	2,573	49,534	1,866	3,999	75,000	40,000	6,130	75,000	75,000	75,000	75,000	75,000
36	Vehicle Replacement	51-499-6300	-	6,642	-	37,757	53,813	22,500	305,250	283,785	18,000	17,250	4,500	39,750	-
37	WWTP Filter Media Replacement	51-499-6285	-	-	-	-	-	-	-	-	35,000	-	-	37,000	-
38	WWTP Controls Equipment Upgrades	51-499-6281	-	-	-	-	-	-	29,315	29,315	65,000	-	65,000	-	65,000
39	WWTP Process Pump Maintenance	51-499-6279	32,740	63,640	-	-	15,933	-	95,835	95,835	280,000	140,000	-	-	-
40	Sludge Removal EQ ponds	51-499-6940	-	-	-	-	-	500,000	385,000	344,840	-	-	-	-	-
41	WWTP Discharge Repairs	51-499-6179	-	-	-	-	-	80,000	50,000	-	-	-	-	-	-
42	Facilities Master Plan Update	51-499-5241	-	-	-	34,715	14,869	-	-	-	-	-	-	-	-
43															
44	**TOTAL EXPENSES**		$ 2,685,222	$ 5,859,666	$ 208,039	$ 1,259,082	$ 1,314,825	$ 3,647,500	$ 4,677,200	$ 3,665,850	$ 753,000	$ 362,250	$ 274,500	$ 531,750	$ 3,270,000
45															
46	**CHANGE IN AVAILABLE CASH - CAPITAL**							$ 1,389,181	$ 495,452		$ 590,108	$ 1,360,649	$ 1,659,600	$ 819,711	$ (1,817,785)
47															
48	**BEGINNING AVAILABLE CASH**							$ 638,756	$ 2,947,024		$ 3,392,476	$ 3,957,584	$ 5,243,233	$ 6,852,833	$ 7,622,544
49															
50	**TOTAL ENDING CASH (W/O REPLACEMENT RESERVE)**							$ 2,027,937	$ 3,442,476		$ 3,982,584	$ 5,318,233	$ 6,902,833	$ 7,672,544	$ 5,804,759

	A	B	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH
1	**Superior Metropolitan District #1**																			
2	**Preliminary**																			
3	**2026 Storm Drainage Operating Budget**																			
4																				
5																				
6		**Account #**	**2020 Actual**	**2021 Actual**	**2022 Actual**	**2023 Actual**	**2024 Actual**	**2025 Budget**	**2025 Estimate**	**2025 YTD (as of 9/9/25)**	**2026 Budget**	**2027 Budget**	**2028 Budget**	**2029 Budget**	**2030 Budget**	**% Change 2025-2026 (Budget)**	**$ Change 2025-2026 (Budget)**		**% Change 2025-2026 (Estimated)**	**$ Change 2025-2026 (Estimated)**
7	**REVENUES**																			
8		Rate Increase	0.00%	0.00%	0.00%	0.00%	5.00%	0.00%			5.00%	5.00%	5.00%	5.00%	5.00%					
9																				
10	**CHARGES FOR SERVICE**																			
11	Storm Drainage User Fees - Existing	52-34-4515	$ 362,641	$ 362,684	$ 346,719	$ 358,947	$ 394,437	$ 410,000	$ 407,500	$ 237,393	$ 436,000	$ 469,000	$ 494,000	$ 521,000	$ 547,000	6.34%	$ 26,000		6.99%	$ 28,500
12	- Adjust for Marshall Fire Loss	52-34-4515	-	-	-	-	-	(7,000)	-		-	-	-	-		-100.00%	7,000		N/A	-
13	- New Connections/Customers	52-34-4515	-	-	-	-	-	5,000	-		3,500	1,500	2,500	-		-30.00%	(1,500)		N/A	3,500
14	**TOTAL CHARGES FOR SERVICE**		$ 362,641	$ 362,684	$ 346,719	$ 358,947	$ 394,437	$ 408,000	$ 407,500	$ 237,393	$ 439,500	$ 470,500	$ 496,500	$ 521,000	$ 547,000	7.72%	$ 31,500		7.85%	$ 32,000
15																				
16	**MISCELLANEOUS**																			
17	Interest Earnings	52-36-6100	$ 2,450	$ 1,511	$ 1,966	$ 1,051	$ 8,042	$ 11,000	$ 17,400	$ 10,866	$ 17,000	$ 13,000	$ 9,000	$ 9,000	$ 9,000	54.55%	$ 6,000		-2.30%	$ (400)
18	Change in Market Value of Ind.	52-36-6101	212	(3,800)	(1,778)	342	830	-	-		-	-	-	-	-	N/A	-		N/A	-
19	Other Revenue	52-36-6600	-	13	-	-	-	-	159,173	159,173	-	-	-	-	-	N/A	-		-100.00%	(159,173)
22	**TOTAL MISCELLANEOUS**		$ 2,662	$ (2,276)	$ 188	$ 1,393	$ 8,872	$ 11,000	$ 176,573	$ 170,039	$ 17,000	$ 13,000	$ 9,000	$ 9,000	$ 9,000	54.55%	$ 6,000		-90.37%	$ (159,573)
23																				
24	**TOTAL REVENUES**		$ 365,303	$ 360,408	$ 346,907	$ 360,340	$ 403,309	$ 419,000	$ 584,073	$ 407,432	$ 456,500	$ 483,500	$ 505,500	$ 530,000	$ 556,000	8.95%	$ 37,500		-21.84%	$ (127,573)

Superior Metropolitan District #1

Preliminary

2026 Storm Drainage Operating Budget

	A	B	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH
6		Account #	2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Actual	2025 Budget	2025 Estimate	2025 YTD (as of 9/9/25)	2026 Budget	2027 Budget	2028 Budget	2029 Budget	2030 Budget	% Change 2025-2026 (Budget)	$ Change 2025-2026 (Budget)		% Change 2025-2026 (Estimated)	$ Change 2025-2026 (Estimated)
27	**EXPENDITURES**																			
29	**ADMINISTRATION**																			
30	Legal Services - General	52-415-2100	$ 1,014	$ 254	$ -	$ -	$ -	$ 500	$ 500	$ 237	$ 500	$ 500	$ 500	$ 500	$ 500	0.00%	$ -		0.00%	$ -
31	Planning Services (KICP)	52-415-2300	25,210	20,903	14,991	14,840	23,204	18,000	20,000	14,840	22,000	22,660	23,340	24,040	24,761	22.22%	4,000		10.00%	2,000
32	MS4 Permit Administration	52-415-2373	27,695	41,430	48,986	77,281	44,335	45,000	45,000	31,077	115,000	40,000	41,200	42,436	43,709	155.56%	70,000		155.56%	70,000
33	Telephone	52-415-3100	449	369	393	290	378	1,000	600	260	1,000	1,030	1,061	1,093	1,126	0.00%	-		66.67%	400
34	Memberships	52-415-4200	542	544	54	541	525	1,200	700	-	1,000	1,000	1,000	1,000	1,000	-16.67%	(200)		42.86%	300
35	Training	52-415-4300	152	199	148	177	646	780	780	223	780	780	780	780	780	0.00%	-		0.00%	-
36	Travel & Expenses	52-415-4310	-	-	21	-	-	1,030	500	59	1,030	1,030	1,030	1,030	1,030	0.00%	-		106.00%	530
37	Other Fees & Services	52-415-4900	98	1,090	1,370	1,561	623	1,250	1,000	314	1,000	1,000	1,000	1,000	1,000	-20.00%	(250)		0.00%	-
38	Office Supplies	52-415-5100	329	273	236	61	31	2,100	1,250	119	1,250	1,000	1,000	1,000	1,000	-40.48%	(850)		0.00%	-
39	Uniforms & Equipment	52-415-5160	1,160	795	886	1,312	1,421	1,500	1,500	688	1,545	1,591	1,639	1,688	1,739	3.00%	45		3.00%	45
40	**TOTAL ADMINISTRATION**		$ 56,649	$ 65,857	$ 67,085	$ 96,063	$ 71,163	$ 72,360	$ 71,830	$ 47,817	$ 145,105	$ 70,591	$ 72,550	$ 74,567	$ 76,645	100.53%	$ 72,745		102.01%	$ 73,275
42	**STORM DRAINAGE**																			
43	Engineering Services	52-480-2210	$ 43,537	$ 59,962	$ 84,983	$ 15,203	$ 7,266	$ 10,000	$ 5,000	$ -	$ 7,500	$ 7,725	$ 7,957	$ 8,196	$ 8,442	-25.00%	$ (2,500)		50.00%	2,500
44	Utility Locates	52-480-2390	1,303	1,249	2,734	4,410	2,279	2,000	2,000	629	2,060	2,122	2,186	2,252	2,320	3.00%	60		3.00%	60
45	Repairs & Maintenance - Utility Channels	52-480-3350	32,848	136	-	102	-	3,000	3,000	-	3,090	3,183	3,278	3,376	3,477	3.00%	90		3.00%	90
46	Repairs & Maintenance - Reservoir & Ponds	52-480-3370	27,783	25,391	24,880	13,285	35,508	29,000	29,000	38,893	54,870	30,000	30,900	31,827	32,782	89.21%	25,870		89.21%	25,870
47	Street Sweeping	52-480-3510	10,217	-	17,591	8,373	9,022	18,000	10,000	7,068	15,000	15,450	15,914	16,391	16,883	-16.67%	(3,000)		50.00%	5,000
48	Tools & Small Equipment	52-480-5220	1,130	1,123	1,742	1,222	984	2,000	1,500	667	2,000	2,060	2,122	2,186	2,252	0.00%	-		33.33%	500
49	Depreciation Expense	52-480-8910	440,364	469,409	511,259	553,216	580,159	-			-	-	-			N/A	-		N/A	-
50	**TOTAL STORM DRAINAGE**		$ 557,182	$ 557,270	$ 643,189	$ 595,811	$ 635,218	$ 64,000	$ 50,500	$ 47,257	$ 84,520	$ 60,540	$ 62,357	$ 64,228	$ 66,156	32.06%	$ 20,520		67.37%	$ 34,020

	A	B	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH
1	**Superior Metropolitan District #1**																			
2	**Preliminary**																			
3	**2026 Storm Drainage Operating Budget**																			
4																				
5																				
6		**Account #**	**2020 Actual**	**2021 Actual**	**2022 Actual**	**2023 Actual**	**2024 Actual**	**2025 Budget**	**2025 Estimate**	**2025 YTD (as of 9/9/25)**	**2026 Budget**	**2027 Budget**	**2028 Budget**	**2029 Budget**	**2030 Budget**	**% Change 2025-2026 (Budget)**	**$ Change 2025-2026 (Budget)**		**% Change 2025-2026 (Estimated)**	**$ Change 2025-2026 (Estimated)**
52	**NON-DEPARTMENTAL**																			
53	Auditing Services	52-490-2400	$ 3,003	$ 1,990	$ 3,778	$ 6,552	$ 6,930	9,000	7,500	$ 7,114	9,200	9,400	9,600	9,800	9,800	2.22%	$ 200		22.67%	$ 1,700
54	Utility Billing	52-490-2440	1,316	1,230	1,396	1,337	1,650	2,000	2,000	1,250	2,060	2,122	2,186	2,252	2,320	3.00%	60		3.00%	60
55	Administrative Fee	52-490-2650	137,170	140,629	151,394	161,558	168,164	182,982	182,982	121,988	191,764	199,435	207,412	215,708	224,336	4.80%	8,782		4.80%	8,782
56	Property Casualty Insurance	52-490-4600	10,397	11,168	13,399	17,416	17,512	18,950	25,000	24,325	26,000	27,300	28,665	30,098	31,603	37.20%	7,050		4.00%	1,000
57	Fuel and Vehicle Maintenance	52-490-5120	4,325	5,564	4,510	8,944	7,312	6,200	5,000	3,052	6,000	6,180	6,365	6,556	6,753	-3.23%	(200)		20.00%	1,000
58	Amortization of Deferred Outflow	52-490-7111	361	361	361	361	361	-			-	-	-			N/A	-		N/A	-
59	Note Interest - Series 2015	52-490-7730	51,830	52,718	53,783	54,848	55,913	238,205	238,205		-	-	-			-100.00%	(238,205)		-100.00%	(238,205)
60	Note Interest - Series 2015	52-490-7740	9,821	8,882	7,854	6,805	5,735	4,645	4,645	2,322	-	-	-			-100.00%	(4,645)		-100.00%	(4,645)
64	Transfer to Capital	52-490-9530	-	-	-	-	-				-	104,932	114,365	124,791	136,387	N/A	-		N/A	-
65	**TOTAL NON-DEPARTMENTAL**		$ 218,223	$ 222,542	$ 583,674	$ 303,133	$ 281,125	$ 461,982	$ 465,332	$ 160,051	$ 235,024	$ 349,369	$ 368,593	$ 389,205	$ 411,199	-49.13%	$ (226,958)		-49.49%	$ (230,308)
66																				
67	**TOTAL EXPENSES**		$ 832,054	$ 845,669	$ 1,293,948	$ 995,007	$ 987,506	$ 598,342	$ 587,662	$ 255,125	$ 464,649	$ 480,500	$ 503,500	$ 528,000	$ 554,000	-22.34%	$ (133,693)		-20.93%	$ (123,013)
68																				
69	**TOTAL CHANGE IN AVAILABLE CASH**							$ (179,342)	$ (3,589)		$ (8,149)	$ 3,000	$ 2,000	$ 2,000	$ 2,000					
70																				
71	**BEGINNING AVAILABLE CASH**							$ 450,000	$ 450,000		$ 370,000	$ 285,000	$ 295,000	$ 310,000	$ 315,000					
72																				
73	**ENDING AVAILABLE CASH**							$ 270,658	$ 446,411		$ 361,851	$ 288,000	$ 297,000	$ 312,000	$ 317,000					
74																				
75	**AVAILABLE CASH AS % OF EXPENSES (TOTAL OPERATING EXPENSES EXCLUDING DEBT SERVICE AND PASS-THROUGH REVENUES)**							76%	129%		78%	77%	76%	77%	76%					
76																				
77	**SURPLUS/(DEFICIT) COMPARED TO RESERVE POLICY - POLICY AT 75% - 100%**	**75%**						$ 3,863	$ 187,802		$ 13,364	$ 6,324	$ 5,149	$ 9,593	$ 3,790					
78																				
79	**SURPLUS/(DEFICIT) COMPARED TO RESERVE POLICY - POLICY AT 75% - 100%**	**100%**						$ (75,349)	$ 101,599		$ (102,798)	$ (87,568)	$ (92,135)	$ (91,209)	$ (100,613)					
80																				

	A	B	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC
1	**Superior Metropolitan District #1**														
2	**Preliminary**														
3	**2026 Storm Drainage Capital Improvement Program Budget**														
4															
5															
6		**Account #**	**2020 Actual**	**2021 Actual**	**2022 Actual**	**2023 Actual**	**2024 Actual**	**2025 Budget**	**2025 Estimate**	**2025 YTD (as of 9/9/25)**	**2026 Budget**	**2027 Budget**	**2028 Budget**	**2029 Budget**	**2030 Budget**
7	**REVENUES**														
8															
9	Interest Earnings	52-36-6100	$ 2,662	$ 2,957	$ 382	$ 11,270	$ 19,747	$ 8,000	$ 12,600	$ 7,868	$ 13,000	$ 17,000	$ 24,000	$ 25,000	$ 25,000
10	Grant Revenue	52-36-6300	-	-	185,825	711,076	(182,663)	-	-		-	-	-	-	-
11	System Development Fees	52-36-6341	206,904	347,843	540,263	312,881	379,127	240,000	313,788	313,788	195,000	215,000	150,000	25,000	-
12	Sale of Assets	52-36-6700	-	589	-	-	-	500	-	-	-	-	-	-	-
13	Transfer from Operations	52-36-6953		-	-	-	-	-	-	-	-	104,932	114,365	124,791	136,387
14															
15	**TOTAL REVENUES**		$ 209,566	$ 351,389	$ 726,470	$ 1,035,227	$ 216,211	$ 248,500	$ 326,388	$ 321,656	$ 208,000	$ 336,932	$ 288,365	$ 174,791	$ 161,387
16															
17															
18	**CAPITAL EXPENDITURES**														
19															
20	Vehicle Replacement	52-499-6300	$ 1,827	$ 4,428	$ -	$ 25,171	$ 22,666	$ 15,000	$ 109,250	$ 94,893	$ 12,000	$ 11,500	$ 3,000	$ 26,500	$ -
21	Reservoir & Ponds Maintenance and Upgrades	52-499-6992	47,124	400,000	92,842	150,000	122,260	150,000	150,000	138,329	150,000	154,500	159,135	163,909	168,826
22															
23	**TOTAL EXPENSES**		$ 48,951	$ 504,428	$ 92,842	$ 843,675	$ 147,009	$ 165,000	$ 259,250	$ 233,222	$ 162,000	$ 166,000	$ 162,135	$ 190,409	$ 168,826
24															
25	**CHANGE IN AVAILABLE CASH - CAPITAL**							$ 83,500	$ 67,138		$ 46,000	$ 170,932	$ 126,230	$ (15,618)	$ (7,439)
26															
27	**BEGINNING AVAILABLE CASH**							$ 25,928	$ 290,811		$ 434,360	$ 557,211	$ 721,143	$ 834,373	$ 815,755
28															
29	**TOTAL ENDING CASH (W/O REPLACEMENT RESERVE)**							$ 109,428	$ 357,949		$ 480,360	$ 728,143	$ 847,373	$ 818,755	$ 808,316

Town of Superior
Resolution Number R-78
Series 2025

A Resolution of the Town Council of the Town of Superior levying property taxes for the year 2026

Whereas, the Town Council must adopt the annual budget in accordance with Article 8 of the Town of Superior Home Rule Charter;

Whereas, the amount of money necessary to balance the budget for general operating expenditures is $22,836,884;

Whereas, the 2025 preliminary valuation for assessment for the Town of Superior as certified by the Boulder and Jefferson County Assessors is $303,740,514; and

Whereas, the Town Council must levy property taxes in accordance with the budget.

Now, therefore, be it resolved by the Town Council of the Town of Superior, Colorado:

Section 1. For the purpose of meeting all general operating expenses of the Town of Superior during the 2025 budget year, there is hereby levied the following taxes upon each dollar of the total assessed valuation of all taxable property within the Town for 2025:

General Government	12.127 mills
Library Services	1.500 mills
Total	13.627 mills

Section 2. The general government mill levy certified to the Boulder County and Jefferson County Commissioners for the Town of Superior shall state the gross mill levy of 12.127.

Section 3. The Town Clerk shall certify the mill levy to the County Commissioners of Boulder County and Jefferson County, Colorado, upon receipt of the final assessed valuation for the Town of Superior; provided however, if the final assessed valuation for the Town is adjusted by the County, the Finance Director may correspondingly adjust the mill levy to be certified to be consistent with this Resolution.

Adopted this 13th day of October, 2025.

_____

Mark Lacis, Mayor

Attest:

_____

Shannon Dujardin, Town Clerk

Town of Superior
Resolution Number R-79
Series 2025

A Resolution of the Town Council of the Town of Superior adopting a budget for the Town of Superior for 2026 and appropriating sums of money to the various funds and spending agencies in the amounts and for the purposes as set forth below, for the Town of Superior, Colorado, for the year 2026

Whereas, the Town Council must adopt an annual budget in accordance with Article 8 of the Town of Superior Home Rule Charter;

Whereas, a proposed 2026 Town of Superior Budget was submitted to the Town Council on August 15, 2025, for the Town Council's consideration;

Whereas, the proposed 2026 Town of Superior Budget was open for inspection by the public at the Superior Town Hall, 124 E. Coal Creek Drive, Superior, Colorado;

Whereas, the Town Council held a properly noticed public hearing on the 2026 Town of Superior Budget on October 13, 2025, and interested taxpayers were given the opportunity to register any objections to the 2026 Town of Superior Budget;

Whereas, the Town Council has provided in the Budget for revenues in an amount equal to or greater than the total proposed expenditures as set forth in the Budget; and

Whereas, it is necessary to appropriate the revenues provided in the Budget to and for the purposes described below, so as not to impair the operations of the Town.

Now, therefore, be it resolved by the Town Council of the Town of Superior, Colorado, as follows:

Section 1. The estimated expenditures for each fund for the 2026 Town of Superior Budget are:

General	$22,836,884
Conservation Trust	150,000
Landscape Fee	2,571,519
Marshall Fire Recovery	820,000
Open Space	2,530,644
Open Space Debt Service	661,443
Capital Improvement	5,366,500

Capital Improvement 2025	14,240,000
Capital Improvement 2025 Debt	1,200,925
Trash and Recycling	413,000
Total	$50,790,915

Section 2. The 2026 Town of Superior budget, as submitted to the Town Council, is hereby approved and adopted as the budget of the Town of Superior for 2026.

Section 3. For the Town of Superior for 2026, the following sums are hereby appropriated from the revenue of each fund to each fund, for the purposes stated:

General	$22,836,884
Conservation Trust	150,000
Landscape Fee	2,571,519
Marshall Fire Recovery	820,000
Open Space	2,530,644
Open Space Debt Service	661,443
Capital Improvement	5,366,500
Capital Improvement 2025	14,240,000
Capital Improvement 2025 Debt	1,200,925
Trash and Recycling	413,000
Total	$50,790,915

Adopted this 13th day of October, 2025.

_____

Mark Lacis, Mayor

Attest:

_____

Shannon Dujardin, Town Clerk

Town of Superior
Resolution Number R-80
Series 2025

A Resolution of the Town Council of the Town of Superior adopting a fee schedule for 2026

Whereas, pursuant to Section 4-1-90 of the Superior Municipal Code, the fees charged by the Town must be approved by Resolution of the Town Council; and

Whereas, the Town establishes such fees in a Fee Schedule.

Now, therefore, be it resolved by the Town Council of the Town of Superior, Colorado:

Section 1. The Fee Schedule attached hereto is hereby approved and adopted.

Section 2. This Resolution shall be effective upon adoption, but the Fee Schedule adopted and approved herein shall take effect on January 1, 2026.

Adopted this 13th day of October, 2025.

_____

Mark Lacis, Mayor

Attest:

_____

Shannon Dujardin, Town Clerk

Exhibit A - Town of Superior Fee Schedule – DRAFT 2026

General/Miscellaneous			
Description	**Fee**		
Returned check/electronic fund transfer	$25.00 per occurrence		
Business license	$75.00 $100 with mobile vending permit		
Vendor Fee	3.33%, ~~$1,250 monthly cap~~		
Lodging	$4.00/room/night		
Admissions	4.00%		
Sign permit application	$300.00		
Liquor License	**New**	**Transfer of Ownership or Change of Location**	**Renewal**
Retail liquor store	$1.000.00	$750.00	$100.00
Liquor-licensed drug store	$1,000.00	$750.00	$100.00
Beer and wine	$1,000.00	$750.00	$100.00
Fermented Malt Beverage	$1,000.00	$750.00	$100.00
Hotel and restaurant	$1,000.00	$750.00	$100.00
Tavern	$1,000.00	$750.00	$100.00
Optional premises	$1,000.00	$750.00	$100.00
Brew pub	$1,000.00	$750.00	$100.00
Club	$1,000.00	$750.00	$100.00
Arts	$1,000.00	$750.00	$100.00
Bed and breakfast	$1,000.00	$750.00	$100.00
Special event	$100.00	N/A	N/A
Corporate/LLC Change (per person)	$100.00		
Manager Registration (Tavern, H & R, Lodging & Entertainment and Campus Liquor Complex)	$75.00		
Alcoholic beverage tasting	$100.00		
Temporary permit	$200.00 (transfer only)		
Application late renewal fee	$500.00		
Peddlers and solicitors	$80.00 (or actual costs, whichever is greater)		
Sexually oriented businesses	Application fee	$500.00	
	Annual license	$200.00	
	Annual manager's license	$50.00	
Annual hauler license	$100.00		
Annual Short Term Rental permit	$200/new permit $100/renewal		
Monthly residential trash and recycling	**Trash Cart Size**	**Fee**	
	35 gallon	$19.14	
	65 gallon	$30.58	
	95 gallon	$42.02	
Monthly landscape maintenance	**Type of Residence**		**Fee**
	Single-family detached		$36.83
	Condominium and each dwelling unit of a cooperative, planned community or duplex		$30.70
	Apartment		$24.55
Property Tax Lien Filing Fee	$50.00		

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Exhibit A - Town of Superior Fee Schedule – DRAFT 2026

Revocable sump pump tie-in permit, single family residential or townhouse	$75.00
Contractor License	$75.00

General/Miscellaneous Fees	
Description	**Fee**
Street obstruction permit	$25.00
Street closure barricade fee	$25.00
Open space access permit	$25.00
Review of proposed service plan	$5,000.00
Zoning Verification Letter	$50.00
Review of proposed amendments to a service plan	$2,500.00
Deposit for review of proposed service plan	$5,000.00
Deposit for review of proposed amendment to service plan	$3,000.00
Mobile vending permit	$100.00 includes business license

Exhibit A - Town of Superior Fee Schedule – DRAFT 2026

Right of Way & Public Improvement Permit Fees		
Description	**Fee**	**Unit**
Base ROW Permit Fee	$75.00	EA
Landscape Disturbed	$0.05	SY
Dry Utility		
Dry Utility (Directional Bore)	$0.25	LF
Dry Utility (Open Trench)	$0.75	LF
Dry Utility Appurtenances	$5.00	EA
Pothole or Geo-tech Bore Hole Fee	$10.00	EA
Sleeve Occupancy	$0.14	LF
Sanitary Sewer		
Pipe	$1.00	LF
Pipe with Underdrain	$1.00	LF
Manholes	$40.00	EA
Services	$12.00	EA
Sanitary Sewer Connection Fee	$75.00	EA
Water Mains		
Pipe	$1.00	LF
Valves	$5.00	EA
Fire Hydrants	$15.00	EA
Blow Offs	$5.00	EA
Services	$12.00	EA
Water Connection Fee	$75.00	EA
Meter Pit/Vault	$15.00	EA
Reuse Water Mains		
Pipe	$1.00	LF
Valves	$5.00	EA
Blow Offs	$5.00	EA
Services	$12.00	EA
Reuse Connection Fee	$75.00	EA
Meter Pit/Vault	$15.00	EA
Storm Drainage		
Pipe	$1.00	LF
Inlet/Outlet Structures	$40.00	EA
Earth Channels	$0.19	LF
Detention Water Quality Ponds	$0.08	SY
Manholes	$40.00	EA
Trickle Channel	$0.25	LF
Concrete		
Chase Drain	$0.00	EA

Exhibit A - Town of Superior Fee Schedule – DRAFT 2026

Sidewalks	$0.25	LF
Curb and Gutter	$0.25	LF
Drive Cuts	$50.00	EA
Crosspans	$50.00	EA
Handicap Ramps	$50.00	EA
Street Surface		
Base Prep	$0.20	SY
Asphalt	$0.20	SY
Concrete	$0.20	SY
Pavers	$0.20	SY
Edge Drains	$0.10	LF
Trench Patch	$7.00	LF
Asphalt Patching: > 5 years old	$0.20	SY
Asphalt Patching: < 5 years old	$27.00	SY
Asphalt Patching: < 2 years old	$500.00	EA
Minimum Inspection Fee	$30.00	
Plan Review Fee	50% of Inspection Fee	
Minimum Plan Review Fee	$20.00	
Reinspection Fee	$100.00	EA
Saturday/Holiday/After Hours Inspection	$150.00	HR

Other Applicable Fees

1. Work Started Without Permit (2x Sub Total Permit Fee)
2. Emergency/Expedited Permit (2x Sub Total Permit Fee)
3. Re-inspection fees will be $100 per occurrence
4. $150 per hour (2.5 hour minimum) for after-hours and weekend inspections.
5. Erosion control inspections shall be performed by the contractor. If adequate inspections have not occurred, the Town will perform the inspections at a cost to the contractor of $80 per hour.
6. Plan Review Fee (50% of Permit Fee subtotal, due when plans are submitted). Initial Plan Review Fee based on estimated Permit Fees. If actual Permit Fees are materially different than estimated, Plan Review Fees may be adjusted to reflect this difference.
7. Permit Fees due when permit issued.

Stormwater Quality Permit Fees

Description	Fee	Unit
Stormwater Quality Permit	$75.00	EA

Other Applicable Fees

1. Stormwater Quality Permit Fee in addition to the Stormwater Management Plan BMP Schedule

Grading Permit Fees

Description	Fee
0 to 100 CY	$ 25.00
101 to 1,000 CY	$25 + $12/100
1,001 to 10,000 CY	$133 + $11/1,000
10,001 to 100,000 CY	$232 + $50/10,000
100,001 CY and up	$682 + $26/10,000

Exhibit A - Town of Superior Fee Schedule – DRAFT 2026

Electrical Permit Fees

Residential

This fee (based on the enclosed living area only), includes construction of, or remodeling or addition to a single-family home, duplex, condominium or townhouse. If only changing or providing a service and not wiring any portion of the above, see next section for correct permit fee.

Size	Fee
(a) Not more than 1,000 square feet	$46.00
(b) 1,001 square feet and not more than 1,500 square feet	$51.75
(c) 1,501 square feet and not more than 2,000 square feet	$63.25
(d) Per 100 square feet in excess of 2,000 square feet	$ 3.45

Other

Including service hookups to modular homes and temporary construction meters, are computed on the dollar value of the electrical installation, including time and materials, whether provided by the contractor or the property owner, as follows:

Valuation of Work (actual cost labor and materials)	Fee
(a) Not more than $300.00	$46.00
(b) $301.00 but not more than $2,000.00	$51.75
(c) $2,001.00 but not more than $50,000.00	$19.55 per thousand or fraction thereof
(d) $50,001.00 but not more than $500,000.00	$18.40 per thousand or fraction thereof +$57.50
(e) More than $500,000.00	$17.25 per thousand or fraction thereof + $632.50

Mobile homes and travel trailer parks

Per space	$46.00
Re-inspections	$51.75

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Exhibit A - Town of Superior Fee Schedule – DRAFT 2026

Building Permit Fees	
Total Valuation	**Fee**
$0.00 to $500.00	$28.50
$500.01 to $2,000.00	$28.50 for the first $500.00 plus $3.50 for each additional $100.00, or fraction thereof, to and including $2,000.00
$2,000.01 to $25,000.00	$81.00 for the first $2,000.00 plus $16.00 for each additional $1,000.00, or fraction thereof, to and including $25,000.00
$25,000.01 to $50,000.00	$449.00 for the first $25,000.00 plus $13.00 for each additional $1,000.00, or fraction thereof, to and including $50,000.00
$50,000.01 to $100,000.00	$774.00 for the first $50,000.00 plus $11.00 for each additional $1,000.00, or fraction thereof, to and including $100,000.00
$100,000.01 to $500,000.00	$1,324.00 for the first $100,000.00 plus $9.00 for each additional $1,000.00, or fraction thereof, to and including $500,000.00
$500,000.01 to $1,000,000.00	$4,924.00 for the first $500,000.00 plus $7.00 for each additional $1,000.00, or fraction thereof, to and including $1,000,000.00
$1,000,000.01 and up	$8,424.00 for the first $1,000,000.00 plus $5.00 for each additional $1,000.00 or fraction thereof
Other Inspections and Fees	
1. Inspections outside normal business hours	**$100.00 per hour[1]**
2. Reinspection fees assessed	**$100.00 per hour[1]**
3. Inspections for which no fee is specifically indicated (minimum charge – one-half hour)	**$100.00 per hour[1]**
4. Additional plan review required by changes, additions or revisions to plans (minimum charge – one-half hour)	**$100.00 per hour[1]**
5. For use of outside consultants for plan checking and inspections, or both	**Actual costs [2]**
6. Plan Review Fee (65% of Permit Fee subtotal, due when plans are submitted). Initial Plan Review Fee based on estimated Permit Fees. If actual Permit Fees are materially different than estimated, Plan Review Fees may be adjusted to reflect this difference.	
7. Permit Fees due when permit issued.	

[1] Or the total hourly cost to the Town, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

[2] Actual costs include administrative and overhead costs.

Methane Gas Appliance and Equipment Fee	
Total Valuation	**Fee**
<$500	$50.00
$500.01 to $2,000.00	$150.00
$2,000.01 to $5,000.00	$250.00
>$5,000	$500.00

Note: This fee would be collected and used to support a rebate program for residential and commercial properties interested in switching from methane gas to all-electric appliances and equipment.

Exhibit A - Town of Superior Fee Schedule – DRAFT 2026

Parks and Recreation Fees		
Description	**Fee**	
Sports Complex Fields	**Resident**	**Non-Resident/Business**
Baseball Field (per Field)	$25/hr/field	$60/hr/field
Williams and Downtown Superior Field- Full	$50/hr	$135/hr
Williams and Downtown Superior Field- ½ of Field	$25/hr	$70/hr
West Multipurpose Field	$20/hr	$60/hr
Founders Park T-Ball Field	$20/hr	$60/hr.
Drag & Line	$30/field	$30/field
Lights	$20/hr	$20/hr
Recognized Partnership Organization	$15 per player, per season	$15 per player, per season
Shelters (Gatherings of 150+ Require a Special Use Permit)	**Resident**	**Non-Resident/Business**
Community Park Shelter	$15/hr	$30/hr
Purple Park Shelter (West)	$20/hr	$60/hr
Purple Park Shelter (East)	$40/hr	$120/hr
South Pool Park & Shelter	$15/hr	$30/hr
Founders Park Shelter	$40/hr	$120/hr
Wildflower Park Shelter (East)	$20/hr	$60/hr
Wildflower Park Shelter (West)	$40/hr	$120/hr
Note: Shelters with gatherings between 50 – 100 will be charged an additional $25/hr. Gatherings between 100 – 150 will be charged an additional $50/hr.		
Parks & Courts	**Resident**	**Non-Resident/Business**
Purple Park Upper & Lower	$15/hr	$30/hr
Asti Park Picnic Area	$15/hr	$30/hr
Note: Purple Park and Asti Park with gatherings between 50 – 100 will be charged an additional $25/hr. Gatherings between 100 – 150 will be charged an additional $50/hr.		
Daytime Pool Rental 10-20 people	$20/hr	N/A
Daytime Pool Rental 21-35 people	$30/hr	N/A
Daytime Pool Rental 36-50 people	$40/hr	N/A
Evening Pool Rental 1 – 35 people	$100/hr	$300/hr
Evening Pool Rental 36 – 50 people	$120/hr	$360/hr
Evening Pool Rental 51 – 65 people	$140/hr	$420/hr

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Exhibit A - Town of Superior Fee Schedule – DRAFT 2026

Evening Pool Rental 66 – 80 people	$160/hr	$480/hr
Off Season North Pool Rental	$6,000 per month	$6,000 per month

Other Facility Fees

1. Facility Rental Damage Deposit - $200 (refundable)
2. Open Space Access Damage Deposit - $1,000 (refundable)
3. Bicycle/road Race Administrative Fee - $75
4. Facility rentals or gatherings over 150 people must be coordinated with Town staff, and may be subject to additional fees for janitorial and trash removal services.

Pool Guest Fees	
Infant (0-5 yrs.)	Free
Child (6-17 yrs)	$5.00
.Adult (18-59 yrs)	$5.00
Senior (60+)	$5.00
20 Punch Guest Pass	$80.00 for 20 visits

Activity/Program Fees	**Resident**	**Nonresident**
Adult Recreation Leagues (in-house)	$500 - $800 pre team	
Enrichment Programs (in-house)	$2 - $500	
Events	Based on vendor and partner pricing	

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Parks and Recreation Fees		
Description	**Fee**	
Community Center Fees	**Resident**	**Non-Resident/Business**
Board Room	$20/hr*	$60/hr
Small Meeting Room	$15/hr*	$45/hr
Small Activity Room	$30/hr*	$90/hr
Large Activity Room	$60/hr*	$180/hr
Common Gathering #1	$100/hr	$300/hr.
Common Gathering #2	$100/hr	$300/hr
Patio	$100/hr	$300/hr
Entire Facility/Campus	$400/hr	$1,200/hr

*All fees for use of any of the four rooms in the Community Center by Town residents, resident businesses and resident organizations shall be waived, for up to two reservations per month; provided that any user that reserves a space and fails to appear will be charged for the fees set forth in the Fee Schedule.

Exhibit A - Town of Superior Fee Schedule – DRAFT 2026

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Parks and Recreation Fees		
Description	**Fee**	
Civic Space Fees	**Resident**	**Non-Resident/Business**
Conference Room	$20/hr*	$60/hr
Studio 1 Room	$15/hr*	$45/hr
Studio 2 Room	$30/hr*	$90/hr
Event Space 2nd Floor - Full	$150/hr*	$450/hr
Event Space 2nd Floor – Sub Area	$15/hr*	$45/hr
Common Gathering 1st Floor	$100/hr	$300/hr
Entire Facility/Campus	$400/hr	$1,200/hr
*All fees for use of the Superior Community Center or Civic Space by Town residents, resident businesses and resident organizations shall be waived, for up to two reservations per month; provided that any user that reserves a space and fails to appear will be charged for the fees set forth in the Fee Schedule.		

Fees & Charges Guiding Principles
Fees are estimated to cover out-of-pocket expenses for labor, equipment rental, or directly consumable goods and services
Fees are bench-marked with neighboring communities for a market comparison.
Non-Resident rates are configured at 300% of Resident rates
Gatherings that exceed the capacity of the shelter or park area are charge an additional fee to cover impact of larger groups on turf, parking, restrooms and other park amenities Events that exceed 150 + people, that include sale or distribution of food, beverages, or alcohol to the public, or include live or amplified music must apply for a Special Use Permit through the Town Clerk (allow 30 - 90 days)

Open Records Request Fees	
Description	**Fee**
Standard Page: **Letter or Legal**	$0.25
11 x 17 Black & White – Oversized	$0.50
8 ½ x 11 Color – Letter	Actual Costs*
8 ½ x 14 Color – Legal	Actual Costs*
24" x 36" Mylar – Black & White	Actual Costs*
Research Fee – Town Personnel	$41.37 per hour (First 60 minutes of research time free)
* Actual Costs mean the time it takes a Staff person to prepare the necessary documents, the cost of the document, and mileage if necessary to go off site to make copies.	

Exhibit A - Town of Superior Fee Schedule – DRAFT 2026

Miscellaneous Fees	
Description	**Fee**
Postage/Mailing Fees	Actual Costs*
Town EV Charging Station	$0.18//kWh plus and additional charge of $25.00 after 4 hours if the vehicle has not been removed from the charger
Video tape or DVD	$10.00 $5.00 if applicant brings in tape or DVD
***Actual Costs mean the time it takes a Staff person to prepare the necessary documents, the cost of the document, and mileage if necessary to go off site to make copies.** **All copies are subject to Superior's sales tax**	

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2026 Budget Summary

October 13, 2025

Public Hearing

2026 Budget Summary

- $50,790,915 Town of Superior
- 2,181,780 Superior/McCaslin Interchg
- 7,417,000 Superior Urban Renewal
- 15,853,971 Superior Metro District #1 (Town Utilities)

- $76,243,666 Total

2026 Budget and Town Board Goals

The budget document:

- Critical communications tool
- Reflects policy decisions, goals and priorities of the Town Board.

Following is a summary of each Board goal with specific 2026 budget items identified to address these goals

Enhance Financial Stability and Business Retention

- Downtown Superior and other select/limited developments generate new one-time **($8.4 million**) and net on-going revenues **($1.25 million**) over the 5 year planning horizon. Helps ensure long-term financial stability, utility fiscal independence and revenue diversification.

Enhance Financial Stability and Business Retention

- Diversifying revenues, operating efficiencies, debt refinancing, strong property valuations and growth have allowed the Board to maintain Town property tax mill levy.

Enhance Financial Stability and Business Retention (Continued)

- Property tax and the 2026 budget:
  - General Fund mill levy at 12.127 mills.
  - Superior/McCaslin Interchange
    - 21.47 (**down 38% from 2012**)
  - Special Session House Bill 24B-1001
    - Impact on Town Property Tax Revenue starting in 2026
      - Reduce property tax revenue by (2%-3%) not as big of an impact as estimated in last year's budget (budget has this factored in)

Enhance Financial Stability and Business Retention (Continued)

- Financial self-sufficiency/stability of the Town's utility operations (SMD1) is on-going objective. From 2006 – 2015, the **average annual transfer** from the General Fund to SMD1 exceeded **$1.5 million,** or 1/3 of SMD1's revenues**.**
- **TOTAL** five year transfer (2026 – 2030) from GF to SMD1 is **$0** (and therefore more investment in Town needs).

Enhance Financial Stability and Business Retention (Continued)

- Continuing in 2026 funding for economic development efforts, including :
  - Economic Development Manager position
  - 3rd party consultants
  - Business retention incentives and business recruitment
  - PR and community marketing
  - Chamber of Commerce financial support, increased for 2026

Provide Excellent Public Services

- **Operating Program Maintenance and Enhancements (keep existing programs, plus):**

New Full Time Positions

  - Admin – IT Technician (P/T to F/T)
  - Communications – Communication Specialist (P/T to F/T)
  - PROS – Rec Coordinator Facility Programs (P/T to F/T)
  - PROS – Event Coordinator

Provide Excellent Public Services (Continued)

- **Operating Program Maintenance and Enhancements (keep existing programs, plus):**

New Part Time Positions

  - Admin – Code Enforcement Officer (P/T)
  - Open Space – Open Space Ranger (Seasonal)

Maintain and Improve Excellent Public Infrastructure

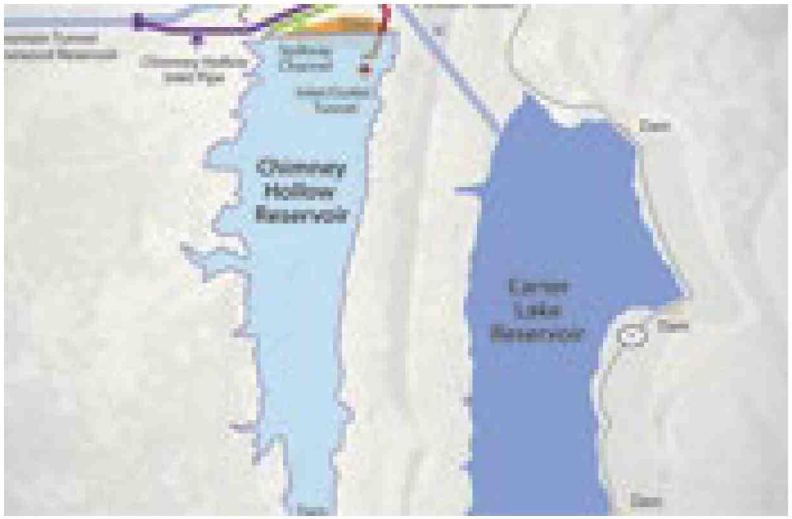
- **Capital Programs:**
  - **Over $19 Million in Governmental Capital/SMID Projects (Including new 2025 CIP Bond Projects)**
    - $5.2M Rock Creek Parkway (2025 Bond Proceeds)
    - $2M Indiana Street W Torreys to McCaslin (2025 Bond Proceeds)
    - $5.27M North Pool Renovations (2025 Bond Proceeds)
    - Community Center Improvements (2025 Bond Proceeds)
    - McCaslin Pedestrian Crossing
    - Marshall/McCaslin Bike-Ped & Signal Improvements (SMID) 80% Grant funded
    - Public Works/Parks Maintenance & Operations Building
    - Over $1M for continued maintenance of parks, buildings, irrigation systems, trees, fences and vehicle replacements

Maintain and Improve Excellent Public Infrastructure (Continued)

- **Capital Programs (Continue):**
  - Utility system capital maintenance - $6.3 million in 2026
- Reuse Water System Upgrades
- Water Treatment Plant (WTP) Start Solids Handling Facility
- Wastewater Treatment Plant (WWTP) Process Pump Maintenance
- Wastewater Treatment Plant (WWTP) Aeration Blower Upgrades
- Storm Drainage reservoir and ponds maintenance

Maintain and Improve Excellent Public Infrastructure (Continued)

- **Capital Programs (Continued):**
  - Windy Gap Firming project (2026 - $1.99 million) Town's long term water storage reservoir (Completed Summer 2025)(project allotment payments through 2055)





Maintain and Improve Excellent Public Infrastructure (Continued)

- **Capital Programs (Continued):**
  - Funding for New Projects
    - Public Works and Parks Maintenance and Operations Building
    - Smart Meters (50% Grant funded)

Engage Residents through Outreach and Engagement

Continue/Expand existing outreach efforts:

- Managing Town websites
  - SuperiorColorado.gov
  - SuperiorCommunityCenter.com
  - Superior-Business.org (Led by Economic Development)
  - ShapeSuperior.com (Community Engagement Platform)
- Social Media Promotions and Engagement
  - Facebook, Instagram, X, Bluesky and LinkedIn
- Digital Communications
  - Weekly Happenings email (meetings, recaps and projects)
  - Superior Community Center weekly update
  - Superior Sentinel monthly newsletter
  - Parks, Recreation & Open Space monthly newsletter
  - PROS monthly program recaps
  - Superior Seniors monthly newsletter
  - Historical Commission Corner monthly newsletter
  - Stand-alone comms and campaigns (various departments)

Engage Residents through Outreach and Engagement (Continued)

Continue/Expand existing outreach efforts:

- YouTube video channel
- SMS/text messaging (extension of email service)
- Print Media
  - *Hello Superior* quarterly newsletter/magazine
  - Mailings, fliers and postcards
  - Promotional signage (indoor & outdoor)
- Town Message Board in front of Town Hall
- Screens at Superior Community Center
- Channel 8 programming and announcements through Comcast
- Provide communications support to all departments (notices, project updates, road work, volunteer opportunities, job announcements, emergency notices, advisory committees)

Engage Residents through Outreach and Engagement (Continued)

Continue/Expand existing outreach efforts:

- Community partner support and cross-marketing
- Town Board Support (First Fridays, State of Superior)
- Media Relations (press releases, tv, radio, newspaper liaison)
- In-person community engagement work with consultants
- Annual Town reports and publications (budget, utilities, etc.)
- Streaming services for Town Board meetings (through Town Clerk and Advisory Committees staff)
- Various outreach efforts by departmental staff depending on projects, programs or events
- Photography, video, and drone support

Strategically Manage and Enhance Open Space, Parks, Trails

- Continued open space coordination, maintenance and education efforts with Boulder County and contractors
- Master Plan Implementation
- Property Acquisitions

Promote, Manage and Identify Development and Redevelopment Opportunities

- Superior Marketplace revitalization and infill
- Integrate/compliment the Marketplace with the development of the Downtown Superior
- Oversee additional development activity
- Economic Development and current business outreach programs

Realize the Town Sustainability Action Plan

- Continued work with the Advisory Committee for Environmental Sustainability (ACES)
- Existing Town sponsored water conservation efforts (i.e. residential water irrigation audits, replace high flow devices, rain barrels and irrigation drip conversion kit reimbursements)

2026 Budget – Revenue Assumptions

- Property tax revenues to be lower in 2026
- House Bill 24B-1001
  - Impact on Town Property Tax Revenue starting in 2026
    - Reduce property tax revenue by (2%-3%) (budget has this factored in)

2026 Budget – Revenue Assumptions (Continued)

- Total sales tax revenues – $17.1 million
  - Flat from 2025
  - Sales tax revenues estimated to be up (2%) in 2025
  - The majority of sales tax (65-70%) is generated by five businesses (These percentages have dropped over past few years from over 75% with increased online sales)

REMEMBER: Sales tax funds the majority of Town operations

2026 Budget – Fee Changes

Governmental Fee changes -

- Landscape maintenance fee, for enhanced landscaping throughout Superior, up 9% (little more than $3/month)
- Trash and recycling fee, amount to be determined by the end of the year

2026 Budget – Fee Changes (Continued)

Utility Fee changes

- Water fees – 9.5% (little less than $6/month for average resident)
- Sewer fees – 7.5% (little more than $3/month for a resident)
- Storm Drainage fees – 5% (less than $0.50/month for a resident)

2026 Budget – Fee Changes (Continued)

Utility Fee changes (Continued)

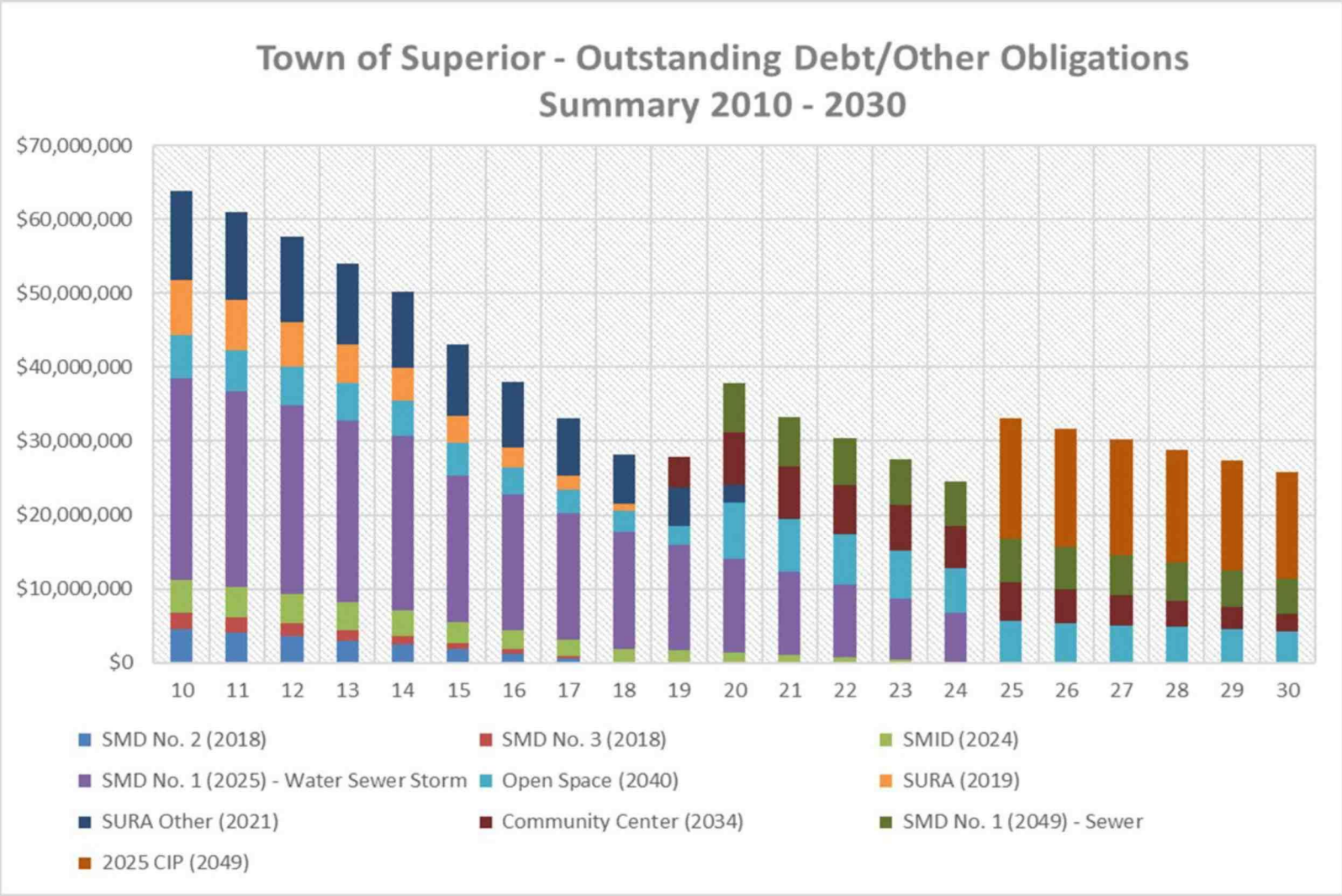
- One-time utility system connection fees increasing by construction inflation (2.07%)

- Superior's 2025 average utility bills are 12 – 30% lower than our neighbors (Erie, Lafayette, Louisville)

2026 Budget – Debt Summary

- Existing Debt
  - Debt principal payments - $2.8 million
  - By 2026, one debt obligations paid off:
    - Open Space Series 2015 (2026) – thereafter can focus on paying off Coyote Ridge debt (issued in 2020)

2026 Budget – Debt Summary (Continued)



Item Number 7

Information for Meeting of the Superior Town Council

Agenda Item Name:	**Public Hearing and Approval – Resolution Approving FY 2026 Superior/McCaslin Interchange Metropolitan District (SMID) Budget**
Meeting Date:	**October 13, 2025**
Presented by:	**Matt Magley, Town Manager** **Jeff Stone, Finance Director**
Presented for:	**Discussion and Action**

BACKGROUND

The proposed FY 2026 budget and 2026 – 2030 financial plan is the result of an effort on the part of the entire Town. First, beginning in May, preliminary revenue and expense estimates were prepared by each Department, and then reviewed by the staff's Budget Review Committee (BRC), consisting of the Accounting Manager and Finance Director. The BRC concluded its review of the departmental submissions, including the input of our various advisory groups. The Town Manager, BRC and the remainder of the management team then collectively finalized the proposed budget documents.

The proposed FY 2026 - 2030 budget was provided to the Board on August 15th. The Board reviewed the proposed budget September 10th and September 18th.

BUDGET SUMMARY

The Board will find attached the proposed FY 2026 budgets for the Superior/McCaslin Interchange Metropolitan District (SMID). The total expense for this budget is summarized below:

- Operating/Capital Fund $2,181,780

This compares to the FY 2025 budget of $2,555,320. The 2026 budget decrease is attributable to a decrease in capital project spending.

Operating
General maintenance activities including roadway, streetlight, traffic signal, storm drainage and landscape maintenance will continue at the same high service levels as in previous years.

Capital Improvements
2026 capital expenditures include street replacement and Marshall/McCaslin Bike-Pedestrian and signal improvements. The proposed five-year capital plan (2026 – 2030) budgets $1.5 million in infrastructure investments.

Revenue Summary
SMID revenues are primarily property tax. The 2026 SMID property tax mill levy is proposed at 21.47 mills, broken down as follows:

- Administration 3.97 mills
- Maintenance 17.50 mills

Since 2012, the SMID Board of Directors has **decreased** the property tax rate 38% (from 35 mills to 21.47 mills).

RECOMMENDED ACTION:
Approval of a Resolution for the Superior/McCaslin Interchange Metropolitan District 2026 budget and property tax rates.

BUDGET IMPLICATIONS:
2026 budget for SMID totals $2,181,780.

MOTION:
Approval of a Resolution adopting a Superior/McCaslin Interchange Metropolitan District budget, levying property taxes and appropriating sums of money for the 2026 budget.

ATTACHMENTS:
- 2026 SMID Budget and Tax Mill Levy Resolution

Superior/McCaslin Interchange Metropolitan District
Resolution SMID-04
Series 2025

A Resolution of the Board of Directors of the Superior/McCaslin Interchange Metropolitan District adopting a budget, levying property taxes and appropriating sums of money for 2026

Whereas, the Board of Directors (the "Board") for the Superior/McCaslin Interchange Metropolitan District ("SMID") appointed the Town of Superior Finance Director to prepare and submit a proposed budget to the Board as required by the Local Government Budget Law, C.R.S. § 29-1-101, *et seq.*;

Whereas, the Finance Director submitted a proposed 2026 SMID Budget to the Board on August 15, 2025;

Whereas, the proposed 2026 SMID Budget was open for inspection by the public at the Superior Town Hall, 124 E. Coal Creek Drive, Superior, Colorado;

Whereas, the Board held a properly-noticed public hearing on October 13, 2025, and interested persons were given the opportunity to register objections to the 2026 SMID Budget;

Whereas, the amount of money necessary to balance the budget for general operating, capital and debt service expenditures is $2,181,780;

Whereas, the 2026 preliminary valuation for assessment as certified by the Boulder County Assessor for SMID General Obligation is $31,750,995; and

Whereas, it is necessary to appropriate the revenues provided in the Budget to and for the purposes described herein, so as not to impair the operations of SMID.

Now, therefore, be it resolved by the Board of Directors of the Superior/McCaslin Interchange Metropolitan District, as follows:

Section 1. The following are estimated expenditures for each fund for the 2026 SMID Budget:

Maintenance/Capital	$2,181,780

Section 2. The 2026 SMID Budget, as submitted to the Board, is hereby approved and adopted as the budget of the Superior/McCaslin Interchange Metropolitan District for 2026.

Section 3. For the Superior/McCaslin Interchange Metropolitan District for 2026, the following sums are hereby appropriated from the revenue of each fund, to each fund, for the purposes stated:

Maintenance/Capital	$2,181,780

Section 4. For the purpose of meeting general operating expenditures of the Superior/McCaslin Interchange Metropolitan District during the 2026 budget year, the following taxes are hereby levied upon each dollar of the total assessed valuation of all taxable property within the Superior/McCaslin Interchange Metropolitan District for 2025:

Administration	3.97 mills
Maintenance	17.50 mills
Total	21.47 mills

Section 5. The Secretary shall certify the mill levy to Boulder County, Colorado, upon receipt of the final assessed valuation for the Superior/McCaslin Interchange Metropolitan District; provided however, if the final assessed valuation is adjusted by Boulder County, the Finance Director may correspondingly adjust the mill levy to be certified to be consistent with this Resolution.

Adopted this 13th day of October, 2025.

_____

Mark Lacis, President

Attest:

_____

Shannon Dujardin, Secretary

Item Number 8

Information for Meeting of the Superior Town Council

Agenda Item Name:	**Public Hearing and Approval – Resolution Approving FY 2026 Superior Urban Renewal Authority (SURA) Budget**
Meeting Date:	**October 13, 2025**
Presented by:	**Matt Magley, Town Manager** **Jeff Stone, Finance Director**
Presented for:	**Discussion and Action**

BACKGROUND

The proposed FY 2026 budget and 2026 – 2030 financial plan is the result of an effort on the part of the entire Town. First, beginning in May, preliminary revenue and expense estimates were prepared by each Department, and then reviewed by the staff's Budget Review Committee (BRC), consisting of the Accounting Manager and Finance Director. The BRC concluded its review of the departmental submissions, including the input of our various advisory groups. The Town Manager, BRC and the remainder of the management team then collectively finalized the proposed budget documents.

The proposed FY 2026 - 2030 budget was provided to the Board on August 15th. The Board reviewed the proposed budget September 10th and September 18th.

BUDGET SUMMARY

The Board will find attached the proposed FY 2026 budget for the Superior Urban Renewal Authority (SURA). The total expense for this budget is summarized below:

Downtown Superior Property Tax Revenue Fund $7,417,000

This compares to the approved FY 2025 budget of $6,847,000. The budget increase is attributable to new development in the SURA area.

The Downtown Superior budget represents property tax increment financing (TIF) revenues from Downtown Superior. These monies generally include all TIF revenues generated from property valuation increases over the base year (2013). The TIF revenues are used to pay for public improvements within Downtown Superior. A portion of these revenues attributable to a mill levy imposed by the Mountain View Fire Rescue (in an amount of 10 mills) and any increases in the mill levy imposed by any of the Town of Superior, Boulder County, Boulder Valley School District and/or Louisville Fire Protection District above the base year 2013 mill levy will be returned to these entities.

RECOMMENDED ACTION:
Approval of a Resolution for the Superior Urban Renewal Authority 2026 budget.

BUDGET IMPLICATIONS:
2026 budget for SURA totals $7,417,000.

MOTION:
Move to approve of a Resolution adopting a Superior Urban Renewal Authority budget and appropriating sums of money for the 2026 budget.

ATTACHMENTS:
- 2026 SURA Budget Resolution

Superior Urban Renewal Authority
Resolution SURA-03
Series 2025

A Resolution of the Board of Commissioners of the Superior Urban Renewal Authority adopting a budget and appropriating sums of money for the Superior Urban Renewal Authority for 2026

Whereas, the Board of Commissioners (the "Board") of the Superior Urban Renewal Authority ("SURA") must adopt an annual budget in accordance with the Local Government Budget Law, C.R.S. § 29-1-101, *et seq.*;

Whereas, a proposed 2026 SURA Budget was submitted to the Board on August 15, 2025, for the Board's consideration;

Whereas, the proposed budget was open for inspection by the public at the Superior Town Hall, 124 E. Coal Creek Drive, Superior, Colorado;

Whereas, the Board held a properly-noticed public hearing on October 13, 2025, and interested persons were given the opportunity to register any objections to the 2026 SURA Budget; and

Whereas, it is necessary to appropriate the revenues provided in the 2026 SURA Budget to and for the purposes described herein, so as not to impair the operations of SURA.

Now, therefore, be it resolved by the Board of Commissioners of the Superior Urban Renewal Authority, as follows:

Section 1. The following are estimated expenditures for the Superior Urban Renewal Authority for 2026:

Downtown Superior Property Tax	$7,417,000
Total	$7,417,000

Section 2. The 2026 SURA Budget, as submitted to the Board, is hereby approved and adopted as the budget of the Superior Urban Renewal Authority for 2026.

Section 3. For the Superior Urban Renewal Authority for 2026, the following sums are hereby appropriated from the revenue of each fund, to each fund, for the purposes stated:

Downtown Superior Property Tax	$7,417,000
Total	$7,417,000

Adopted this 13th day of October, 2025.

_____

Mark Lacis, Chair

Attest:

_____

Matthew G. Magley, Secretary

Item Number 9

Information for Meeting of the Superior Town Council

Agenda Item Name:	**Public Hearing and Approval – Resolution Approving FY 2026 Superior Metropolitan District (SMD1) Budget**
Meeting Date:	**October 13, 2025**
Presented by:	**Matt Magley, Town Manager** **Jeff Stone, Finance Director**
Presented for:	**Discussion and Action**

BACKGROUND

The proposed FY 2026 budget and 2026 – 2030 financial plan is the result of an effort on the part of the entire Town. First, beginning in May, preliminary revenue and expense estimates were prepared by each Department, and then reviewed by the staff's Budget Review Committee (BRC), consisting of the Accounting Manager and Finance Director. The BRC concluded its review of the departmental submissions, including the input of our various advisory groups. The Town Manager, BRC and the remainder of the management team then collectively finalized the proposed budget documents.

The proposed FY 2026 - 2030 budget was provided to the Board on August 15th. The Board reviewed the proposed budget September 10th and September 18th.

BUDGET SUMMARY

The Board will find attached the proposed FY 2026 budgets for the Superior Metropolitan District No. 1 (SMD1). The total expense for each of these budgets is summarized below:

Water Operating Fund	$5,111,368
Water Capital Fund	6,792,135
Sewer Operating Fund	2,570,819
Sewer Capital Fund	753,000
Storm Drainage Operating Fund	464,649
Storm Drainage Capital Fund	162,000
	$15,853,971

Comparatively, FY 2025 budgeted expenditures for these six funds equaled $22,328,108. The budget decrease comes from a balloon payment to pay the remaining SMD1 bonds in 2025.

Capital Improvements

Capital expenses for FY 2026 are $7.7 million. The most significant projects include:

- Reuse System Upgrades
- Smart Water Meters (50% Grant funded)
- Public Works and Parks Maintenance and Operation Building
- Water Treatment Plant new backwash pond liner and sludge pumping station (80% Grant funded)
- Wastewater Treatment Plant (WWTP) aeration basin blowers
- Storm Drainage reservoir and pond maintenance

The proposed five-year capital plan (2026 – 2030) calls for over $19 million in infrastructure investment – including facility, equipment and fleet maintenance projects.

Revenue Summary

A 9.5% increase in water rates. Future annual increases at 9.5%, primarily because of increased costs in water supply and Windy Gap allotment. A 7.5% increase in sewer service charges. Future annual increases at 7.5%, primarily because of unfunded federally mandated improvements to the wastewater plant. A 5% increase in storm drainage charges. A summary of rate increases in water, sewer and storm drainage operations as follows:

- 2026 – 9.5% water, 7.5% sewer, 5% storm drainage.
- 2027 – 9.5% water, 7.5% sewer, 5% storm drainage.
- 2028 – 9.5% water, 7.5% sewer, 5% storm drainage.
- 2029 – 9.5% water, 7.5% sewer, 5% storm drainage.
- 2030 – 9.5% water, 7.5% sewer, 5% storm drainage.

The 2026 increases will equal a little more than a $9 monthly rise in an average residential customer's bill. Superior's monthly utility bills continue to be materially below the average bills of our neighboring communities – 12% to 29% lower.

System development fees, or one-time contributions required of new customers to connect to the Town's utility facilities (water, sewer and storm water), are increasing by 2.07%.

RECOMMENDED ACTION:
Approval of a Resolution for the Superior Metropolitan District No. 1 2026 budget and a Resolution amending the District's Rules and Regulations for new service charges and other minor updates. Updates are limited to:

- APPENDIX A, SCHEDULE OF RATES AND FEES

BUDGET IMPLICATIONS:
2026 budgets for SMD1 total $15,853,971.

MOTION:
Approval of a Resolution adopting the FY 2026 budget, appropriating sums of money and a Resolution amending the District's Rules and Regulations for new service charges.

ATTACHMENTS:

- 2026 SMD1 Budget Resolution
- Amending SMD1 Rules and Regulations Resolution
- SMD1 Rules and Regulations, Appendix A red-line

Superior Metropolitan District No. 1
Resolution SMD#1-12
Series 2025

A Resolution of the Board of Directors of the Superior Metropolitan District No. 1 adopting a budget and appropriating sums of money for the Superior Metropolitan District No. 1 for 2026

Whereas, the Board of Directors (the "Board") of the Superior Metropolitan District No. 1 ("SMD#1") appointed the Town of Superior Finance Director to prepare and submit a proposed budget to the Board as required by the Local Government Budget Law, C.R.S. § 29-1-101, *et seq.*;

Whereas, the Finance Director submitted the proposed SMD#1 2026 Budget to the Board on August 15, 2025, for the Board's consideration;

Whereas, the proposed SMD#1 2026 Budget was open for inspection by the public at the Superior Town Hall, 124 E. Coal Creek Drive, Superior, Colorado;

Whereas, the Board held a properly noticed public hearing on October 13, 2025, and interested persons were given the opportunity to register objections to the 2026 SMD#1 Budget; and

Whereas, it is necessary to appropriate the revenues provided in the Budget to and for the purposes described herein, so as not to impair the operations of SMD#1.

Now, therefore, be it resolved by the Board of Directors of the Superior Metropolitan District No. 1, as follows:

Section 1. The following are estimated expenses for each fund for the 2026 SMD#1 Budget:

Water Operating	$ 5,111,368
Water Capital	6,792,135
Sewer Operating	2,570,819
Sewer Capital	753,000
Storm Drainage Operating	464,649
Storm Drainage Capital	162,000
Total	$15,853,971

Section 2. The 2026 SMD#1 Budget, as submitted to the Board, is hereby approved and adopted as the budget of the Superior Metropolitan District No. 1 for 2026.

Section 3. For the Superior Metropolitan District No. 1 for 2026, the following sums are hereby appropriated from the revenue of each fund, to each fund, for the purposes stated:

Water Operating	$ 5,111,368
Water Capital	6,792,135
Sewer Operating	2,570,819
Sewer Capital	753,000
Storm Drainage Operating	464,649
Storm Drainage Capital	162,000
Total	$15,853,971

Adopted this 13th day of October, 2025.

_____

Mark Lacis, President

Attest:

_____

Shannon Dujardin, Secretary

Superior Metropolitan District No. 1
Resolution Number SMD#1-13
Series 2025

A Resolution of the Board of Directors of the Superior Metropolitan District No. 1 amending Appendix A of the District's Rules and Regulations to increase the District's rates and fees effective March 11, 2026

Whereas, according to the Rules and Regulations of the Superior Metropolitan District No. 1 ("SMD#1"), rates and fees may be increased by the District's Board of Directors (the "Board") by resolution after a public hearing;

Whereas, tap fees, water meter installation fees, system development fees, service charges, standby fees, construction water fees, and miscellaneous fees for SMD#1 customers are set forth in Appendix A of the Rules and Regulations;

Whereas, to cover increased costs of service, the Board wishes to increase certain rates and fees, effective March 11, 2026; and

Whereas, the Board held a properly noticed public hearing on the proposed increases on October 13, 2025.

Now, therefore, be it resolved by the Board of Directors of the Superior Metropolitan District No. 1, as follows:

Section 1. The Board of Directors finds and determines that it is necessary to increase SMD#1's rates and fees to maintain SMD#1's current level of operations, and that the rates and fees set forth in the attached Appendix A are reasonably related to the cost of services provided by SMD#1.

Section 2. The Board of Directors hereby adopts the schedule of rates and fees attached hereto, which shall be attached as Appendix A to SMD#1's Rules and Regulations. The schedule adopted herein shall replace all prior versions.

Section 3. This Resolution shall take effect upon adoption, but the increased rates and fees set forth in Appendix A shall not take effect until March 11, 2026. Until that time, the existing rates and fees shall remain applicable.

Adopted this 13th day of October, 2025.

_____

Mark Lacis, President

Attest:

_____

Shannon Dujardin, Secretary

APPENDIX A

SUPERIOR METROPOLITAN DISTRICT 1

SCHEDULE OF RATES AND FEES

Revised/Current – March 11, 2026~~5~~

A-1 TAPPING FEE. This fee is intended to cover the cost of the District's inspection of the physical tap and installation of the Customer's Service Line, entering the tap location on the District's as-built drawing set, potable water needed prior to installation of a meter and other ancillary services needed in connection with a new tap. The actual cost of the meter will be added to the water tapping fees shown below. If repeat inspection services are required due to unacceptable installation or improper scheduling, then the District will charge additional fees based on hourly rates and expenses incurred.

TAPPING FEE SCHEDULE

Water (Potable or Irrigation) Service Line/Meter Size	Fee
¾"	$100
1"	$125
1½"	$150
2"	$175
3"	$200

Sewer Service Line	Fee
4"	$ 75
6" & larger	$100

A-2 WATER METER INSTALLATION FEE. This fee is intended to cover the cost of: (1) the District's installation of a new or replacement water meter, and (2) the District's administrative costs associated with installation of the water meter. If the meter cannot be installed on the scheduled installation date because of damage to or missing meter pit components, or for other reasons not the responsibility of the District, the District will charge additional fees based on hourly rates and expenses incurred.

Water Meter Installation Fee $50 per meter installed

A-3 SYSTEM DEVELOPMENT FEES. These fees are a one-time contribution required of new Customers (or existing Customers having change of use) to be used for the acquisition of Water Rights and Capital Investment in Water, Wastewater and Storm Water facilities.

Potable Water System Fee Schedule

Residential (Per EQR)	Fee
Single Family detached residence with ¾" Water Service Line*	$~~36,393~~37,146

Commercial, Multi-Family, Industrial, Governmental, Other (Per EQR) (all having separate irrigation tap unless otherwise noted)		Fee
¾"	Size	$~~28,308~~28,894
¾"	Size w/o separate irrigation tap (when permitted only)	$37,146~~6,393~~
1"	Size	$51,590~~50,544~~
1½"	Size	$115,560~~113,216~~
2"	Size	$200,174~~196,114~~
3"	Size	$453,997~~444,789~~
4"	Size	$800,683~~784,445~~

*Note: In low pressure areas (having a static pressure less than 40 psi) designated by the Engineer, the Manager may permit the use of a one inch (1") tap at the same fee.

Customers Not Using the Sewer Collection System

For all Water System Customers not using the Sewer Collection System (no return flows), System Development Fees shall be as determined from above multiplied by a factor of 1.3.

Irrigation Water System Development Fee Schedule

(Potable SDF)

Commercial, Industrial, Governmental, Other		Fee
¾"	Size	$15,686~~367~~
1"	Size	$28,236~~7,664~~
1½"	Size	$62,747~~1,475~~
2"	Size	$104,580~~2,459~~
3"	Size	$250,997~~45,906~~
4"	Size	$418,325~~09,842~~

Sewer Collection System Development Fee Schedule	Fee
Per EQR Connected	$7,488 643

Storm Water System Development Fee Schedule	Fee
Per Storm Water EQR as Developed	$4,746650

A-4 SERVICE CHARGES. To be billed monthly to all Customers.

Potable Water Charges

Residential Base Fee, ¾" tap & meter* $20.7422.71 /mo./EQR

Residential Water Used - For all water used as shown by meter readings

$ 4.054.44 /1,000 gallons/EQR	0 - 7,000 gallons/mo./EQR
$ 4.8644 /1,000 gallons/EQR	7,001 - 20,000 gallons/mo./EQR
$ 6.8729 /1,000 gallons/EQR	20,001 - 30,000 gallons/mo./EQR
$ 9.048.26 /1,000 gallons/EQR	30,001 - 40,000 gallons/mo./EQR
$13.272.12 /1,000 gallons/EQR	40,001 - greater gallons/mo./EQR

Commercial, Multi-Family, Industrial, Governmental, Other, Base Fee

¾" meter	$ 20.7422.71 /mo.
1" meter*	$ 39.2342.95 /mo.
1½" meter	$ 85.8578.40 /mo.
2" meter	$ 171.08156.24 /mo.
3" meter	$ 370.3738.24 /mo.
4" meter	$ 631.69576.88 /mo.

* Note: In low pressure areas where Service Lines are upsized from ¾" to 1" the base fee will be the ¾" Base Fee charge.

Commercial Water Used

¾" meter

$ 4.44 /1,000 gallons/EQR	0- 7,000 gallons/mo./EQR
$ 4.86 /1,000 gallons/EQR	7,001 - 20,000 gallons/mo./EQR
$ 6.87 /1,000 gallons/EQR	20,001 - 30,000 gallons/mo./EQR
$ 9.04 /1,000 gallons/EQR	30,001 - 40,000 gallons/mo./EQR
$13.27 /1,000 gallons/EQR	40,001 - greater gallons/mo./EQR
~~$4.05 /1,000 gallons/EQR~~	~~0- 7,000 gallons/mo./EQR~~
~~$4.44 /1,000 gallons/EQR~~	~~7,001 - 20,000 gallons/mo./EQR~~
~~$6.29 /1,000 gallons/EQR~~	~~20,001 - 30,000 gallons/mo./EQR~~
~~$8.26 /1,000 gallons/EQR~~	~~30,001 - 40,000 gallons/mo./EQR~~

~~$12.12 /1,000 gallons/EQR 40,001- greater gallons/mo./EQR~~

1" meter

$_4.~~05~~ 44 /1,000 gallons/EQR	0- 13,000 gallons/mo./EQR
$_4.8644 /1,000 gallons/EQR	13,001- 36,000 gallons/mo./EQR
$_6.8729 /1,000 gallons/EQR	36,001- 54,000 gallons/mo./EQR
$_9.048.26 /1,000 gallons/EQR	54,001- 72,000 gallons/mo./EQR
$13.27~~12.12~~ /1,000 gallons/EQR	_ 72,001- greater gallons/mo./EQR

1½" meter

$_4.~~05~~ 44 /1,000 gallons/EQR	_ 0-__ 28,000 gallons/mo./EQR
$_4.8644 /1,000 gallons/EQR	–28,001- _80,000 gallons/mo./EQR
$_6.8729 /1,000 gallons/EQR	80,001- 120,000 gallons/mo./EQR
$_9.048.26 /1,000 gallons/EQR	120,001- 160,000 gallons/mo./EQR
$13.24~~12.12~~ /1,000 gallons/EQR	160,001- greater gallons/mo./EQR

2" meter

$_4.~~44~~05 /1,000 gallons/EQR	– 0- _49,000 gallons/mo./EQR
$_4.8644 /1,000 gallons/EQR	49,001- 139,000 gallons/mo./EQR
$_6.8729 /1,000 gallons/EQR	139,001- 208,000 gallons/mo./EQR
$_9.048.26 /1,000 gallons/EQR	208,001- 277,000 gallons/mo./EQR
$~~12.12~~13.24 /1,000 gallons/EQR	277,001- greater gallons/mo./EQR

3" meter

$_~~4.05~~4.44 /1,000 gallons/EQR	0- 110,000 gallons/mo./EQR
$_4.8644 /1,000 gallons/EQR	110,001- 314,000 gallons/mo./EQR
$_6.8729 /1,000 gallons/EQR	314,001- 471,000 gallons/mo./EQR
$_9.048.26 /1,000 gallons/EQR	471,001- 628,000 gallons/mo./EQR
$13.24~~12.12~~ /1,000 gallons/EQR	628,001- greater gallons/mo./EQR

Water Used - For all water used as shown by meter readings

Customers Not Using the Sewer Collection System

For all Water System Customers not using the Sewer Collection System (no return flows), base monthly and metered water charges shall be as determined from above multiplied by a factor of 1.3

Irrigation Water Charges

All Irrigation Water Except BVSD, Monarch K-8

Base Fee $ ~~15.44~~16.92 /mo./meter
(charged during seasonal availability only - normally 8 mos./yr.)

Water Used $3.5~~2~~4 /1,000 gallons
(for all water used as shown by meter readings, except for Irrigation Water Lease between Superior Metropolitan District No. 1 (SMD1) and Boulder Valley School District No. RE-2 (BVSD), Dated June 13, 1996)

BVSD, Monarch K-8 OK

Base Fee – BVSD Monarch K-8 Raw Irrigation ok $188.00/mo.

Water Used – BVSD Irrigation Water Lease ok $3.04/1,000 gallons

Sewer Collection Service Charges

Residential

All Residential without $~~41.20~~44.30 mo./EQR
separate irrigation water meter

Customers with separate irrigation meter
(Flow charge based on Potable Water meter readings)

Multi-Family Residential $19.67~~8.30~~ mo./EQR

Commercial, Industrial, Governmental, Other, Base Fee

¾" meter (water tap)	~~–~~$ 9.~~22~~ 92 /mo.
1" meter	~~–~~$ 1~~8.30~~ 9.67 /mo.
1½" meter	~~–~~$ 36.92~~4.35~~ /mo.
2" meter	~~–~~$ 73.78~~68.63~~ /mo.
3" meter	$159.87~~48.72~~ /mo.
4" meter	$270.59~~51.71~~ /mo.

Flow Charge - For all non-residential and residential with separate irrigation meter sewage flows,

(Assumed to equal Potable Water use) $2.~~29~~ 46 /1,000 gallons

Note: Over strength charges to be determined by the Manager based on estimated extra costs of treatment.

Storm Drainage Service Charges

Storm Drainage Charge (Original Town)	$~~2.13~~2.24/mo./EQR
Storm Drainage Charge (All Other)	$~~6.38~~6.70/mo./EQR

A-5 STANDBY FEES. To be billed monthly to each Customer having purchased a water or sewer tap and having not connected such tap to the Systems for twenty-four (24) months from the date of purchase of such tap. (Note: this fee does not apply to pre-purchased taps where no specific commitment to serve is made by the District.)

Potable Water Standby Fee

Residential Customers	$~~10.33~~11.31 /mo./EQR
Commercial, Industrial, Governmental, Other Customers: 75% of base fee shown in potable water charges Schedule, A-4	

Sewer Collection Standby Fee

Residential Customers	$~~19.60~~21.07 /mo./EQR
Commercial, Industrial, Governmental, Other Customers: 75% of base fee shown on sewer collection service charges schedule, A-4.	

Irrigation Water Standby Fee	$~~10.33~~11.31 /mo./EQR

A-6 MISCELLANEOUS FEES.

Formal Hearing Fee (plus engineer and attorney's fees.)	$100.00 per application
Lien Processing Fee	$50.00 per incident
Grease, Oil or Sand Interceptor Inspection/Re-inspection Fee	$80.00 Maximum amount per inspection/re-inspection
Re-connection Fee	$30.00
Penalty for Violation of Rules and Regulations (plus all other penalties and charges)	$1,500.00 per incident
Foreclosure Fee (plus engineer and attorney's fees)	$2,000.00 per incident

Unauthorized Connection Fee	Twice the System Development Fees at time of violation
Unauthorized Tampering/Use Fee	$500.00 per incident
Transfer Fee (To be paid by previous occupant)	$15.00 per terminated account
Meter Pit Exposure/Repair Fee (See Section 4.6.1)	$150.00 per incident minimum
Late Payment Fee (See Section 6.15)	$5.00
Return Check/Electronic Fund Transfer Fee	$25.00 per incident

A-7 CONSTRUCTION WATER FEE

(See Section 6.12)

Non-Refundable Meter Charge	$50.00
Deposit for Construction Meter (If the Construction Meter size is larger than the standard 2" meter, a larger deposit may be required)	$5,000.00

Additional Charges as Noted Below:

A.	**Single-Family Residential Construction Water Fee**	$50.00
B.	**All Other Uses**	$50.00

Service Charges:

Monthly Base Charge	1" Commercial Base Fee
Potable Water	$~~4.95~~5.51 /1,000 gallons

Item Number 10a

Information for Meeting of the Superior Town Council

Agenda Item Name: **Resolution – Amending 2025 Town Budget**

Meeting Date: **October 13, 2025**

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

Presented for: **Discussion and Action**

BACKGROUND

The current 2025 total Town budget is $41,911,272, with individual appropriations for General, Conservation Trust, Landscape Fee, Open Space, Open Space Debt Service, Capital Improvement, 2025 Capital Improvement, 2025 Capital Improvement Debt, Marshall Fire Recovery and Trash and Recycling funds. A 2025 budget amendment is needed in the Town's General, Open Space, Capital Improvement and Marshall Fire Recovery funds.

The General Fund budget amendment ($1,010,000) reflects additional expenses associated with an increase in website/digital applications ($50,000), additional payroll costs in the Parks, Recreation and Open Space ($50,000) and Town Clerk departments ($25,000), higher Downtown Superior (STC) – Public Improvement Reimbursements for building use tax ($300,000) and permit and plan review fees ($250,000) (offset by permit revenue), and additional Library expenses ($35,000) (offset by property tax). The increased transfer to the Capital Improvement fund ($300,000) will be used to cover projects already approved by the Board.

A $2,695,000 budget amendment is needed in the Capital Improvement fund as follows:

- $800,000 – Street Replacement Program
- $350,000 – Rock Creek Parkway Underpass
- $225,000 - Xeriscaping Projects & Design
- $70,000 - Superior Commons Stage Shade
- $700,000 – Downtown Superior Civic Space
- $550,000 - Land Purchase

These additional expenses will be covered by cash reserves from the Capital Improvement fund.

The Landscape Fee budget amendment ($85,000) reflects additional expenses ($20,000) for Superior Commons Park. These are additional expenses incurred for the parks during the warranty period. The Town will be reimbursed by Ranch Capital for these increased costs. The remaining increase comes from the Landscape Fee Rate Study and higher electricity costs.

The Open Space budget amendment ($800,000) reflects additional expenses for Coyote Ridge Trailhead ($150,000) and additional fuels mitigation (mowing) ($650,000). Funding will come from a grant for the mowing and reserves.

The Marshall Fire Recovery budget amendment ($100,000) is needed as revenue for this fund is higher than the original budget. The additional funds will be transferred to the Capital Improvement Program to fund projects.

The Trash and Recycling budget amendment ($125,000) is needed after the change in contractors earlier in the year. This amendment will match the expenses to the revenues as the expenses are a pass through from the hauler and then billed to the customers of the Town.

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

Fund	Current Appropriation	Amended Appropriation	Increase
General	$24,694,132	$25,704,132	$1,010,000
Conservation Trust	330,000	330,000	-
Landscape Fee	2,134,891	2,219,891	85,000
Open Space	655,128	1,455,128	800,000
Open Space Debt Serv.	659,720	659,720	-
Capital Improvements	7,360,000	10,055,000	2,695,000
2025 Cap. Improvements	3,750,000	3,750,000	-
2025 CIP Debt Service	1,222,401	1,222,401	-
Marshall Fire Recovery	860,000	960,000	100,000
Trash and Recycling	245,000	370,000	125,000
Total	$41,911,272	$46,726,272	$4,815,000

RECOMMENDED ACTION

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

BUDGET IMPLICATIONS

Budget increases as follows:

- General, $1,010,000
- Class One Landscape, $85,000
- Open Space, $800,000

- Capital Improvements, $2,695,000
- Marshall Fire Recovery, $100,000
- Trash and Recycling $125,000

Fund sources include (1) cash reserves, and (2) additional sales tax revenues. These budget adjustments were included, discussed and factored in during the Board's development, review and approval of the 2026 budget.

MOTION

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

ATTACHMENTS

- Resolution

Town of Superior
Resolution Number R-81
Series 2025

A Resolution of the Town Council of the Town of Superior approving a supplemental budget and appropriations for 2025

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

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

Whereas, the proposed supplemental budget was open for inspection by the public at the Superior Town Hall, 124 E. Coal Creek Drive, Superior, Colorado; and

Whereas, the Town Council held a properly noticed public hearing on the supplemental budget on October 13, 2025, and interested taxpayers were given the opportunity to register any objections to the supplemental budget.

Now, therefore, be it resolved by the Town Council of the Town of Superior, Colorado, as follows:

Section 1. The supplemental 2025 budget for the Town is $46,626,272, as set forth below:

Fund	Current Appropriation	Amended Appropriation	Increase
General	$24,694,132	$25,704,132	$1,010,000
Conservation Trust	330,000	330,000	-
Landscape Fee	2,134,891	2,219,891	85,000
Open Space	655,128	1,455,128	800,000
Open Space Debt Serv.	659,720	659,720	-
Capital Improvements	7,360,000	10,055,000	2,695,000
2025 Cap. Improvements	3,750,000	3,750,000	-
2025 CIP Debt Service	1,222,401	1,222,401	-
Marshall Fire Recovery	860,000	960,000	100,000
Trash and Recycling	245,000	370,000	125,000
Total	$41,911,272	$46,726,272	$4,815,000

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

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

Adopted this ___ of _____, 2025.

_____

Mark Lacis, Mayor

Attest:

_____

Shannon Dujardin, Town Clerk

Item Number 10b

Information for Meeting of the Superior Urban Renewal Authority Board of Commissioners

Agenda Item Name: **Resolution – Amending 2025 Budget**

Meeting Date: **October 13, 2025**

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

Presented for: **Discussion and Action**

BACKGROUND

The original 2025 total Superior Urban Renewal Authority (SURA) budget is $6,847,000, with appropriations for the SURA Superior Town Center Property Tax Revenue fund. This budget represents property tax increment revenue generated from the Superior Town Center/Downtown Superior. 2025 revenue is higher than budgeted. These monies are generally used to pay for debt issued to pay for a portion of Downtown Superior public improvements, built by the Metropolitan Districts and the master developer. The proposed budget amendment is an increase to $7,447,000.

A summary of the proposed SURA budget amendment is noted below:

Fund	Current Appropriation	Amended Appropriation	Increase/ (Decrease)
SURA STC Property Tax	$6,847,000	$7,447,000	$600,000

RECOMMENDED ACTION

Approval of a SURA 2025 budget amendment, ensuring that operations are within budget, as required by State law.

BUDGET IMPLICATIONS

SURA Superior Town Center Property Tax Revenue increased because of higher than budgeted property tax revenues. This budget adjustment was generally included, discussed and factored in during the Board's development, review and approval of the 2026 budget.

MOTION

Move to approve a Resolution amending the 2025 Superior Urban Renewal Authority Superior Town Center Property Tax Revenue budget.

ATTACHMENTS

- Resolution

Superior Urban Renewal Authority
Resolution SURA-04
Series 2025

A Resolution of the Board of Commissioners of the Superior Urban Renewal Authority Approving a supplemental budget and appropriations for 2025

Whereas, the Superior Urban Renewal Authority ("SURA") has received revenues or has unappropriated fund balances which were not anticipated at the time the budget for 2025 was adopted by SURA;

Whereas, SURA must adopt a supplemental budget for appropriation of such funds;

Whereas, the proposed supplemental budget was open for inspection by the public at the Superior Town Hall, 124 E. Coal Creek Drive, Superior, Colorado; and

Whereas, the Board of Commissioners held a properly noticed public hearing on the supplemental budget on October 13, 2025, and interested taxpayers were given the opportunity to register any objections to the supplemental budget.

Now, therefore, be it resolved by the Board of Commissioners of the Superior Urban Renewal Authority, as follows:

Section 1. The supplemental 2025 budget for SURA is $7,447,000, as set forth below:

Fund	Current Appropriation	Amended Appropriation	Increase
SURA STC Property Tax	$6,847,000	$7,447,000	$600,000

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

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

Adopted this 13th of October, 2025.

_____

Mark Lacis, President

Attest:

_____

Matthew G. Magley, Secretary

Item Number 10c

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

Agenda Item Name:	**Resolution – Amending 2025 Budget**
Meeting Date:	**October 13, 2025**
Presented by:	**Matt Magley, Town Manager** **Jeff Stone, Finance Director**
Presented for:	**Discussion and Action**

BACKGROUND

The current 2025 total Superior Metropolitan District No. 1 (SMD1) budget is $22,328,108, with individual appropriations for Water Operating, Water Capital, Sewer Operating, Sewer Capital, Storm Drainage Operating and Storm Drainage Capital funds. A 2025 budget amendment is needed for Sewer Capital and Storm Drainage Capital.

A $1,275,000 budget amendment is needed in Sewer Capital to complete Waste Water Treatment Plant (WWTP) Sludge Dewatering & Thickening Upgrades ($750,000) a project that wasn't completed in 2024 as expected the result of equipment delays, completion of Aeration Basin Improvements ($150,000) this project was not completed until 2025, WWTP Process Pump Maintenance ($100,000) and Vac Truck ($275,000) delivery that was estimated to be delivered in 2024 but delivered to the Town in 2025. The Aeriation Basin and WWTP Sludge Dewatering projects are funded with American Rescue Plan Act (ARPA) funds.

A $125,000 budget amendment is needed in Storm Drainage Capital to reflect Vac Truck ($125,000) delivery that was estimated to be delivered in 2024, but delivered to the Town in 2025.

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

Fund	Current Appropriation	Amended Appropriation	Increase
Water Operating Fund	$9,087,574	$9,087,574	$-
Water Capital Fund	6,537,000	6,537,000	-
Sewer Operating Fund	2,292,692	2,292,692	-
Sewer Capital Fund	3,647,500	4,922,500	1,275,000
Storm Drainage Operating Fund	598,342	598,342	-
Storm Drainage Capital Fund	165,000	290,000	125,000
Total	$22,328,108	$23,728,108	$1,400,000

RECOMMENDED ACTION

Approval of a SMD1 budget amendment, ensuring that operations are within budget, as required by State law.

BUDGET IMPLICATIONS

Budget increases as follows:

- Sewer Capital, $1,275,000
- Storm Drainage Capital, $125,000

There are adequate equity/cash balances to cover these expenses. These budget adjustments were included, discussed and factored in during the Board's development, review and approval of the 2026 budget.

MOTION

Motion to approve a Resolution amending the 2025 Superior Metropolitan District No. 1 budget.

ATTACHMENTS

- Resolution

Superior Metropolitan District No. 1
Resolution SMD#1-14
Series 2025

A Resolution of the Board of Directors of the Superior Metropolitan District No. 1 approving a supplemental budget and appropriations for 2025

Whereas, the Superior Metropolitan District No. 1 (the "District") has received revenues or has unappropriated fund balances which were not anticipated at the time the budget for 2025 was adopted by the District;

Whereas, the District must adopt a supplemental budget for appropriation of such funds;

Whereas, the proposed supplemental budget was open for inspection by the public at the Superior Town Hall, 124 E. Coal Creek Drive, Superior, Colorado; and

Whereas, the Board of Directors held a properly noticed public hearing on the supplemental budget on October 13, 2025, and interested taxpayers were given the opportunity to register any objections to the supplemental budget.

Now, therefore, be it resolved by the Board of Directors of the Superior Metropolitan District No. 1, as follows:

Section 1. The supplemental budget for the District for 2025 is $23,728,108, as set forth below:

Fund	Current Appropriation	Amended Appropriation	Increase
Water Operating	$9,087,574	$9,087,574	$-
Water Capital	6,537,000	6,537,000	-
Sewer Operating	2,292,692	2,292,692	-
Sewer Capital	3,647,500	4,922,500	1,275,000
Storm Drainage Operating	598,342	598,342	-
Storm Drainage Capital	165,000	290,000	125,000
Total	$22,328,108	$23,728,108	$1,400,000

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

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

Adopted this 13th day of October, 2025.

_____

Mark Lacis, President

Attest:

_____

Shannon Dujardin, Secretary

Public Comment sent via Email for Public Hearing - Rock Creek PD Amendment & Town 15 Rezoning Ordinance

-----Original Message-----
From:
Sent: Friday, September 19, 2025 2:40 PM
To: Town Council <towncouncil@superiorcolorado.gov>
Subject: Rock Creek PD Amendment & Town 15 Rezoning Ordinance

Dear Town Council,

I understand that there is a Public Hearing regarding the Rock Creek PD Amendment & Town 15 Rezoning Ordinance will happen next week. I would like to reiterate that this should be rezoned as Open Space R. I find the fact that the town council and planning commission are still discussing possible housing in this area offensive and inconsiderate. The people in that area have been through an unimaginable ordeal with the Marshall Fires that everyone supposedly cares so much about. Please listen to what the people in that area along with everyone else I have talked with want and rezone this space as Open Space R.

As a resident of Superior for the past fifteen years, I have never felt more disconnected from the direction of our town's leadership. I firmly believe that the Town Council's primary responsibility is to represent the interests of its constituents, not those of construction companies, outside developers, council members and planning commission members with private agendas. The decision to zone this area as anything other than Parks and Open Space or Recreation feels disingenuous and dismissive of community input.

Thank you for your attention to this matter.

Kind regards,
Brian Gillin
[redacted]

From: Emily Deardorff
Sent: Friday, September 19, 2025 11:09 AM
To: Town Council <towncouncil@superiorcolorado.gov>
Subject: Town 15 input

Hello,

My name is Emily Deardorff and I own my home at 1428 Amherst St. I've lived here for 15 years. I am writing to express my interest in NOT rezoning Town 15 in Rock Creek PD to Open Space and Recreational District. It it my opinion that we have plenty of open space and trails. I believe the town should preserve the option to use this land for town amenities/businesses.

When I looked at a home for sale years ago on Ajax St. I did so with a full understanding that the open lot behind it was subject to development. Now, years later, I see that we have great access to trails and could use the tax revenue from its intended purpose.

Thank you for considering,

Emily

From: Heidi Porter
Sent: Wednesday, September 17, 2025 3:52 PM
To: Town Council <towncouncil@superiorcolorado.gov>; Town Council <towncouncil@superiorcolorado.gov>
Subject: Town 15 Preservation
Dear Superior Town Council,

I'm reaching out regarding the subject of preserving town 15.

My husband and I own our home here in Superior, we are in our 30's, and the only thing that would cause us to sell and leave superior is overdevelopment.
I've lived in areas before that were overdeveloped and the difference in the people is incredible - in their health, well-being, and in how they communicate. The areas I've lived in the past utilized every land space available for building. The people there were harsh, abrupt, disconnected, and unhealthy. Moving to Superior, I was shocked to see not only the beautiful open spaces, but also a massive difference in the health and wellbeing of the community. This is the reason I've stayed here and plan to build my family here.
Once you develop a piece of land, it's changed. It's more common to see development and more rare to see a beautiful town like this. Please protect our town, not only for this generation but for future generations as well. We can come up with creative and efficient solutions to meet the town's needs, without sacrificing Superior's natural landscapes. Please protect our town and let us know how we can help.
I would support a tax increase to allow teachers a livable wage and allow them to live closer to superior.
I would support senior housing development elsewhere in superior, or I would be in support of using neighboring town's resources as well.

If any town needs could be served in ways that can leave town 15 preserved, I ask that you please utilize those options instead. The plot of land near the flatirons mall or the plot of land near the Target parking lot would be great options to develop if needed, and would allow for easier flow of traffic as well.

Town 15 is so valuable to the people of superior and it is my hope that we can preserve this as open space, arboretum, pond, natural landscape, etc - and if the the town has a need, a park would also be a beautiful asset that shows respect for the beauty of the land.
Please utilize all currently developed spaces before pursuing any new development.

Developing priceless land in Superior to accomplish goals that could be met in other ways misses the point of what this land means to its residents and what it means to live in such a beautiful town. Please help us preserve the quality of life that we value so much. Let's please work together to use our existing resources available to meet the needs of our town.

Thank you,
Heidi Porter

From: Clayton Porter
Sent: Wednesday, September 17, 2025 2:50 PM
To: Town Council <towncouncil@superiorcolorado.gov>; Town Council <towncouncil@superiorcolorado.gov>
Subject: Town 15 Re-Zoning Consideration

Dear Town Council,

I am writing to express my concerns regarding the proposed development of Town 15 in Superior. As a resident, I deeply value the open spaces and natural beauty that define our town, and I believe that preserving these areas is essential for the well-being of both the community and the environment.

Having lived in overdeveloped areas, I have witnessed the negative impacts on both the people and the environment. In contrast, Superior's open spaces contribute to a healthier, more connected community. People here care about their homes, their neighborhoods, and the land itself, and I fear that overdevelopment could erode the strong sense of community that we currently enjoy.

Instead of overdeveloping Town 15, I urge you to prioritize the preservation of this land as open space or an arboretum, reflecting the value our town places on nature and well-being. I am open to exploring creative solutions for meeting the town's needs without sacrificing this precious natural space. For example, there are other developed areas—like the Target parking lot or the land near the Flatirons Mall—that could be utilized for future growth without impacting Superior's natural landscapes.

I also encourage a broader conversation around affordable housing. While I support efforts to meet the town's housing needs, I believe we should consider whether affordable housing is the best solution for Superior and whether there are other ways to meet these needs without damaging our environment. I am concerned about the potential impact on property values, community health, and traffic congestion that could result from the development of Town 15.

Finally, I urge the town council to create a goal that focuses on the preservation of Superior's open spaces as part of its economic development plans. We must use existing resources creatively, prioritize what the community truly needs, and work together as a community to find the best solutions. Please let me know how I can be involved in this important conversation.

Thank you for your time and consideration. I look forward to hearing your thoughts and working together to ensure that Superior remains a beautiful, healthy place for future generations.

Sincerely,
Clayton Porter

Message Submitted

Message the Town Council

09/20/2025 20:21 PM

Name	Kara Neuse
Email	
Subject	Town 15 Considerations
Message	My disclaimer is that while I am a proud member of the town's open space advisory committee (OSAC), I am writing to you as a concerned resident. The following thoughts are mine alone and do not represent OSAC. As you prepare for Monday's Town Council meeting and the Town 15 discussion, I ask that you consider the following: 1. Ballot Measure. Public engagement concerning Town 15 has been tremendous over the last 15+ years. Countless discussions and feedback sessions. Input was submitted and included into the 2021 Parks, Recreation, Open Space and Trails Master Plan. More recently there's been several public engagement sessions as the town's Planning Commission updates the Comprehensive Master Plan. Each engagement brings the input of hundreds of residents. It's actually quite exhausting always paying attention to posted agenda items and potential meetings to make sure that as a resident an opportunity to convey perspective isn't missed before a Town Council vote. Our town is undoubtedly divided on the topic. There is no way to truly capture where the town stands on this issue without a town vote. It doesn't matter if you call the ballot measure "Town 15 Development Wanted" or "Re-zone Town 15 as Open Space Recreation" …but please let the town decide the future of the parcel. 2. The Town's Comprehensive Plan. The Town of Superior's Planning Commission is in the process of updating the 2012 Comprehensive Plan. Town 15 will be a topic in the document as a potential "development opportunity." To accurately reflect years of resident engagement in reference to the Town 15 parcel, I ask that you have the Planning Commission include at least a paragraph to describe how potential devel opment of this parcel has consistently (for years) been a dividing issue. It would be disingenuous to create a 2025 document without explaining the history of the parcel coupled with the findings of resident public engagement. 3. Integrity. My final point is about integrity. It will undoubtedly come across as being self-righteous and I'm ok with that. Integrity matters. Transparency matters. I observe members from the Planning Commission making posts on social media and/or during the public comment segment of Town Council meetings- stating their own personal preferences for the development of specific town parcels, without a

	disclaimer of their town position. This leaves me to question the objectivity of the Planning Commission. Further, given the divisiveness of the future of Town 15, it was alarming to me that a current Town Trustee recently hosted an event with residents to discuss senior living housing opportunities in town. The suggestion was made that To wn 15 could be one (and perhaps the most viable) location. It just came across as a presumptuous maneuver to me. An attempt to negotiate around the greater conversation of Town 15. Again, these are exclusively my thoughts. Thank you, Kara Neuse Town of Superior Resident

From: Peter Ruprecht
Date: September 18, 2025 at 6:25:58 PM MDT
To: Town Council <towncouncil@superiorcolorado.gov>
Subject: Don't rezone Town 15

Dear Town Council,

I see that there's an upcoming hearing regarding rezoning the Town 15 parcel. I'm surprised that you're considering that proposal prior to receiving the new Comprehensive Plan, which should provide town-wide context for Town 15 and all remaining developable spaces.

If you do go ahead with a vote on rezoning Town 15 in the near future, I urge you NOT to change the current zoning to Open Space. Since I may well be the most pro-OS person in the entire town, let me explain my apparently counterintuitive position.

As far as I can tell, there are only two large parcels left that might be considered for open space, Town 15 and Zaharias. Of these, Zaharias is vastly more valuable as (natural) open space and probably much less valuable as developed space. If you have to choose one as OS, please choose Zaharias. (It's adjacent to a Boulder County designated Critical Wildlife Habitat, would allow for resident viewing access to the bird-filled Hodgson-Harris Reservoir, and has real potential to be restored as a natural grassland.)

If the rumors are true and Town 15 is worth many millions of dollars, selling even part of it would raise enough funds to buy Zaharias even without further extending the Open Space tax fund.

I fully appreciate that you continue to get passionate advocacy for Town 15 as OS. But you have to ask yourselves if that's really the best long term option for the town as a whole. And once it's rezoned, changing the zoning back would require a election vote which would be very unlikely to pass, so rezoning now is a one-way change that would tie your hands or those of future Councils.

I also appreciate that the fire families adjacent to Town 15 would be impacted if it were ever developed. But please remember that you just approved a new commercial development immediately behind other fire families' homes in Sagamore (on a parcel that OSAC has had on its open space watch list for many years.)

Thank you for considering my input on what will be a consequential and potentially contentious decision!

Peter Ruprecht
[redacted]

Message Submitted

Message the Town Council
09/18/2025 17:55 PM

Name	Susan Stanish
Email	
Subject	Upcoming meeting Sept 22 – agenda item 5 on Town 15 Rezoning
Message	Due to another commitment on Monday night, 9/22/25, I cannot attend the Town Council discussion that will include Town 15 Rezoning, agenda item #5. So in lieu of making public comment in person or online, the following is my input regarding the rezoning ordinance. I strongly urge the Council to APPROVE the amendment to rezone Town 15 from Planned Development to Open Space and Recreational District. As a few of you may recall, I was serving on the PARC committee when the 2021 PROS Master Plan was created, so I am familiar with the thought processes that went into it. One of our driving beliefs at the time – and one I still hold – is that since Town 15 is one of the last remaining town-owned properties of any usable size, it represents the last location on which future community amenities (open space, parks, recreation, or so me combination thereof) could be located. Simply put, if the Town were to sell Town 15 to a developer, it's true that we would make money from the sale that we could use on other things, but we would permanently give up the chance to use that property to meet future community needs for the town. I know that some members of the community, including OSAC, are strongly in favor of maintaining Town 15 as open space, as it is now. That would be my preference, too, since I live only a few blocks away. But if we rezone Town 15 to be an Open Space and Recreational District, at least it would reserve the area for community needs in the future. Also, I have heard some discussions about the possibility of using Town 15 to develop deed-restricted housing for seniors already living in Superior wishing to downsize. While I support the concept of seniors staying in Superior (being one of them myself), I truly think it would be a slippery slope to develop and sell such hous ing units in an equitable manner that doesn't unfairly take advantage of a Town asset to (1) help a developer make money and (2) inject more housing units into Superior that would simply float to their market rate prices in the future. Thank you for your consideration.

From: Stefano Prezioso
Date: September 19, 2025 at 8:08:19 AM MDT
To: Town Council <towncouncil@superiorcolorado.gov>
Subject: Town 15 - Do Not Rezone

Hello Town Council,

My name is Stefano Prezioso, and I am a Superior resident. I will unfortunately be unable to attend the September 22nd Town Council meeting, but wanted to write to you to share my opinion that Town 15 should **not** be rezoned to Open Space - Recreation, and rather **should remain** as Community Activity Center Designation.

There are a few key reasons why I believe Town 15 should remain as Community Activity Center Designation:

- **Financial Stewardship**
  - Town 15's value in its undeveloped state has already grown tremendously from its original purchase of $1.2M. I believe I saw a tax value estimation of ~$8M. That is a very significant asset for the Town, and should be considered as such.
  - There is significant revenue for the Town, both one-time and reoccurring, if Town 15 is developed in the future. Rezoning to Open Space would involve both one-time development costs to the Town as well as ongoing maintenance.
- **Community Value**
  - I believe that Town 15 should remain and be developed in accordance with the definition of Community Activity Center Designation. For example, the idea of having a beautiful new restaurant or bar with outdoor or perhaps rooftop seating would be a huge value add to the residents and visitors of Superior.
  - While Open Space inherently provides some amount of community value, we all know that Superior is a leader in Open Space by percentage relative to nearby communities, and that's just with considering the land within our Town borders. We are also adjacent to thousands of acres of Boulder County Open Space, which means that the lived reality for Superior residents is even *better* accessibility to Open Space then our already top-tier numbers would indicate. In short, we do not need more open space.
- **Equity for all of Superior**
  - I strongly believe that the push to rezone Town 15 to Open Space is an example where a small but vocal minority are pushing for a change, in this case rezoning, that only benefits themselves and is a net detriment to the rest of the Town. The residents along Andrew Drive are fighting to maintain the undeveloped character and "view corridor" of their homes even though this parcel has *always* been zoned for development as CACD.
  - In discussing with several residents who signed the petition in support of rezoning Town 15 to OS-R, they did not understand what the current CACD zoning allowed for, or that the parcel wasn't already zoned for Open Space. Many people understandably confuse undeveloped property with Open Space, and I believe that a significant portion of the signatures gathered simply appealed to the general opinion held by many that we should "protect Open Space", as opposed to actually understanding that Town 15 is not and has never been zoned as Open Space, and actually the opportunities for

development under CACD would be hugely beneficial to the community and Town as a whole.

- **One Way Door**
    - If Town 15 were to be rezoned to Open Space - Recreation, it would remain that way forever. I do not think we need to be in a rush to develop Town 15, as the value of that asset will only continue to grow with time, and waiting for a more economically viable time for a great development proposal to come along seems wise.
    - Maintaining the current zoning also maintains the most flexibility for how to best utilize Town 15 for the needs of Superior.
- **Lack of Ecological Value**
    - Today, Town 15 is effectively a dirt/grass lot. There are no trees. There are no shrubs. There is no wetlands or other important habitat that should be protected. From an ecological perspective, Town 15 is a *prime* example of the type of lot that *should* be developed. It is also predominantly flat and sits at the intersection of the two largest roads in town.

All in all, I strongly urge Town Council to consider their fiduciary responsibilities when considering this decision. Superior is a growing community. The opportunity to add development that aligns with the current zoning of Community Activity Center Designation, both from a fiscal and from a community value standpoint, is too great to squander away to the whims of a small number of vocal residents who would prefer to freeze Superior in time and see zero further changes. Please, **do not** rezone Town 15 as Open Space - Recreation.

As always, thank you greatly for your time and dedication to serving our town.

Sincerely,
Stefano Prezioso
Superior Resident

From: Andrew Vaughan
Date: September 18, 2025 at 11:11:16 PM MDT
To: Town Council <towncouncil@superiorcolorado.gov>
Subject: Town 15 - Reprise
Reply-To:

Hey ToS Council-

I'm disappointed to see "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" back on the agenda for Monday.

I don't think I'll have the opportunity to speak at the meeting on Monday, so I'll write (probably a lot) down below. But the TL;DR is: I do not think that Superior should re-zone this property, and certainly not before the comprehensive plan is complete. Some arguments below.

Thanks,
Drew

1) **The Money**. I have found the financial discussion around Town 15 very strange. There is an argument that 'we already own it' which seems to make people think that disposing of it is 'free.' This is an asset owned by the Town. You could consider it a bar of gold, bought for $1.2M in 2014 from the General Fund and stuffed into a filing cabinet in Town Hall. Yes, you could throw it away. You could donate it to someone. You could give it to Open Space. But you probably shouldn't...it was valuable when purchased and that value has grown significantly since then.

I have a hard time understanding the "scenarios" described in the Council memo. The bottom line for putting in 58 single family homes gives revenues of $3.5M initial and then $65k/year...which I assume is derived from permits and tap fees for the big number, and sales tax revenue for the little one (converting the $687,650 local spending number through a roughly 10% sales tax?). But it doesn't say anything about property taxes, nor the actual value of interest here: the sale price. 58 new single-family homes in that area would probably sell for $1.25M each. That's $72M. You could easily demand a sale price of $25M for that property, leaving the developer more than $50M to build the homes and profit by their sale.

Now consider what we went through over the past year with the sales tax measure, to get an equivalent amount of funds. It was a big enough deal that we put it on the ballot, then subsequently vetted the infrastructure projects carefully...because that's a lot of money, even for Superior. Not something to be discarded lightly.

2) **Role of Government**. Government exists, in many cases, to protect the few from the many (building a roundabout at RCP and Coal Creek even though 90% of the town would rather just speed down RCP at

50mph), or to protect the many from the few (stopping the town up-river from dumping their sewage in the water and poisoning it for everyone else).

This is the latter. I understand that Andrew Drive has been very vocal, and that by using sensational techniques (think of the raptors! can you believe they want to build a lit ball field there? wouldn't you rather have a park than more housing?!) they have even gotten some signatures and responses from residents around town. Those are short-sighted arguments and the Council must take a wider view on behalf of the entire town and its future needs.

3) **Comprehensive Plan**. At the previous Council meeting when this discussion was tabled, a Council-member rebutted the argument to wait for the 2025/26 comprehensive plan by saying something to the effect of, "Is there anything the master plan could say that would change your mind on this?" And I find that position stunning. The entire point of the comp plan is to determine the future needs of the town in a holistic way...how do we remain vital and financial stable over the next 20 years? If that plan says that we need to reserve this parcel for future needs and the Council shrugs and says "yeah, but the neighbors want open space," I would find that incredibly distressing. And making a decision *before* that report is available, because you are afraid you won't like the answer, is possibly worse.

4) **Home Prices**. Home prices are high because we want them to be. Out of one side of our mouths, we say that Superior is too expensive, our teachers can't afford to live here, we need affordable housing. And then from the other, we make every possible decision in defense of home prices. I get it...for all of us, our homes are a significant part of our wealth. But if you literally make every choice with home values as a primary driver, then success looks like a place where no one can afford to have a young family, downsize, or hold a blue collar job. I heard this at the previous Council meeting too...putting medium-density housing on that lot might affect nearby home values. Yes, it *might*. (It might not.) But that might be a price we have to pay.

5) **Open Space Rec**. Please read the restrictions carefully. Proponents say that this rezoning doesn't really change one of the latent use cases, as 'recreation' or even a 'rec center.' The zoning allows for "public recreation facilities" but I don't know what that really means...it sounds more like ball fields and pull-up bars than an actual rec center. Regardless, the district is limited to 1 story and 25 feet of height, so you clearly can't build something like Lifetime or the Louisville Rec Center there. And to Council-member Foster's point...once this property goes OS-R, it's not coming back. While not impossible, I think we all know that it *effectively* is...that's the entire point of the Open Space designation. It's for residents *now* saying "in the future, someone is going to try and develop this, and we value the open space more so we're going to lock it up." It's quite permanent...but Superior has more than enough open space, and we need to reserve this parcel for later.

6) **Kick the Can**. Another comment at the last Council meeting was that we've been kicking this can down the road long enough, and it's time to take action. There is absolutely no mandate here, even in the face of public pressure. "Wait and let the next generation decide" **is** a decision, and often a mature one. It is the decision that was made -- for the short term -- when this measure was tabled a few months ago. It isn't necessarily the easiest path, but neither is it a sign of weakness or incompetence or indecision. There are currently no proposed uses for this property. I have even heard residents of

Andrew Drive -- realizing, I think, that they've kicked the hornet's nest and now a subdivision is being actively discussed and priced out around town -- that they'd be fine with 'nothing'. Let's do nothing for a while.

7) **Resources**. The Comprehensive Plan seminars were...sparsely attended, but they were good, and they were recorded. From the mouths of experts, I suggest a couple of time-tagged clips that I found very insightful (this is the type of information I expect to be incorporated into the comp plan):

Consultants say we need more density and less open space:
https://youtu.be/H78GML9hoU0?si=4TVKrVj7j5EY4R5s&t=2885 (watch ~3 minutes)

Chamber says we have plenty of open space:
https://youtu.be/H78GML9hoU0?si=YV9EON_nSpN5Lnff&t=3067 (watch ~1 minute)

From: Sandie Hammerly
Date: September 21, 2025 at 9:27:01 AM MDT
To: Town Council <towncouncil@superiorcolorado.gov>
Subject: Town 15 decision

Members of the Town Council,

You have a tough decision before you tomorrow night. I am sorry that you have been put in this position when there was adequate and appropriate zoning in place.

But please, as you vote, think deeply about how you would feel if you were put in the position of having to go through cumbersome (and expensive) extra steps by a prior council and which now limited your ability to make a decision on a needed land use. We have adequate safeguards in place. Please be respectful of those who will follow you.

Regards,

Sandie Hammerly

From: Rainer Kunz
Date: September 20, 2025 at 6:58:30 AM MDT
To: Town Council <towncouncil@superiorcolorado.gov>
Subject: Town 15

Dear Superior Town Council Trustees,

As I am out of town and cannot attend the next Town Council meeting on Monday, I would like to provide a public comment to the Town 15 agenda item. Although I am a big supporter of open space in general, I am strongly opposed to turning Town 15 into open space. The reasons are clear and simple:

1. That property was purchased with dollars from the general fund. It is not appropriate to use general fund resources for an open space purchase as there is a separate sales tax funded account.

2. Even if there would be funds available in the open space fund then there would be better targets for a purchase as Town 15 is already a town property.

3. Town 15 is practically kind of open space at this point, however, and it can turn out to be very valuable for the town in the future. It is a hard asset that could be sold and used in the future if the town has financial problems.

4. It is not appropriate to use a general fund property to please a small group of nearby property owners. The general fund has to be used in the interest of all citizens. The property could be used for many citizen oriented projects.

5. Again, turning Town 15 into open space would be a misuse of citizens tax money. Citizens just approved higher sales taxes, the town increased property taxes, and the town wants to give a valuable property away for free? I think the town can do better.

Keep it as-is and use it for better purposes.

Regards
Rainer Kunz

Summary of Measured Noise Levels

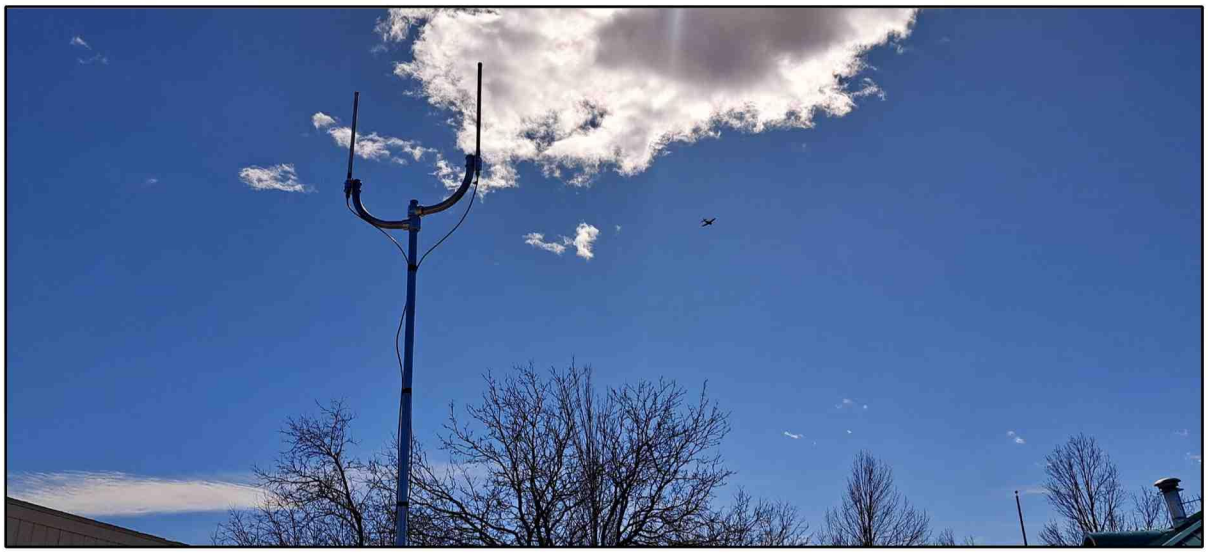
in the

Town of Superior, Colorado

due to

Rocky Mountain Metropolitan Airport Operations

August 2025



Prepared by:

Hankard Environmental, Inc.

Colorado, Wisconsin

HANKARD ENVIRONMENTAL

ACOUSTICS AND VIBRATION CONSULTING

Monthly Summary – August 2025 (Water Bladder Site)

The following summarizes the daytime noise levels measured at the Water Bladder measurement location located off S. Torreys Peak Dr. and aircraft operations detected over the Town of Superior for the month of August 2025. Additional information regarding the measurements follows.

- Over the entire month, a total of 10,032 aircraft operations[1] occurred within 1.25 miles of the measurement location (the distance within which aircraft are audible).
- Of these, 4,521 were touch and go (T&G) operations (45%).
- Over the entire month, aircraft operations were clearly noticeable (aircraft noise measured at approximately 5 dBA above the ambient sound level) for 5,981 minutes (100 hours).
- If T&G operations were not conducted at the airport, an analysis of the measurement data indicates that noticeable aircraft operations would decrease to 2,639 minutes (44 hours), which is a 56% reduction.
- The following summarizes the August 2025 noise survey results at the Water Bladder.

Table 1 - Summary of Daytime Measured Noise Levels and Aircraft Operations, August 2025 (Water Bladder)

Operations	Quantity	Audible Aircraft Operations	Aircraft Noise Above Ambient (dBA)	Aircraft 5 dBA Above Ambient (minutes)	Aircraft 10 dBA Above Ambient (minutes)	Aircraft 20 dBA Above Ambient (minutes)
All	Total for month	10,032	---	5,981	4,090	761
	Daily average	324	18	199	136	25
Touch and Go Removed	Total for month	6,338	---	2,639	1,636	241
	Daily average	206	14	88	55	8

- Figure 1 shows the flight paths on August 9, a day with total operations close to the median for the month. Note the concentration of T&G operations over the Town of Superior and Boulder County.
- Figure 2 shows the measured noise levels and concurrent aircraft activity for this day. Maximum noise levels generated by individual aircraft operations exceeded the ambient sound level by at least the following levels for the durations noted:
  - 5 dBA (clearly noticeable), 245 minutes.
  - 10 dBA (significant increase), 186 minutes.
  - 20 dBA (much louder), 39 minutes.
- Table 2 shows the hourly average noise levels and operation counts for this day.
- Figure 3 shows an hour on this day, during which time the measured noise level was often above ambient conditions (35 dBA for this hour), meaning that aircraft noise was regularly present.
- Figure 4 shows the flight paths for the entire month of August 2025.

[1] This report counts each touch and go operation as a single operation. The Federal Aviation Administration counts each touch and go operation as two operations.

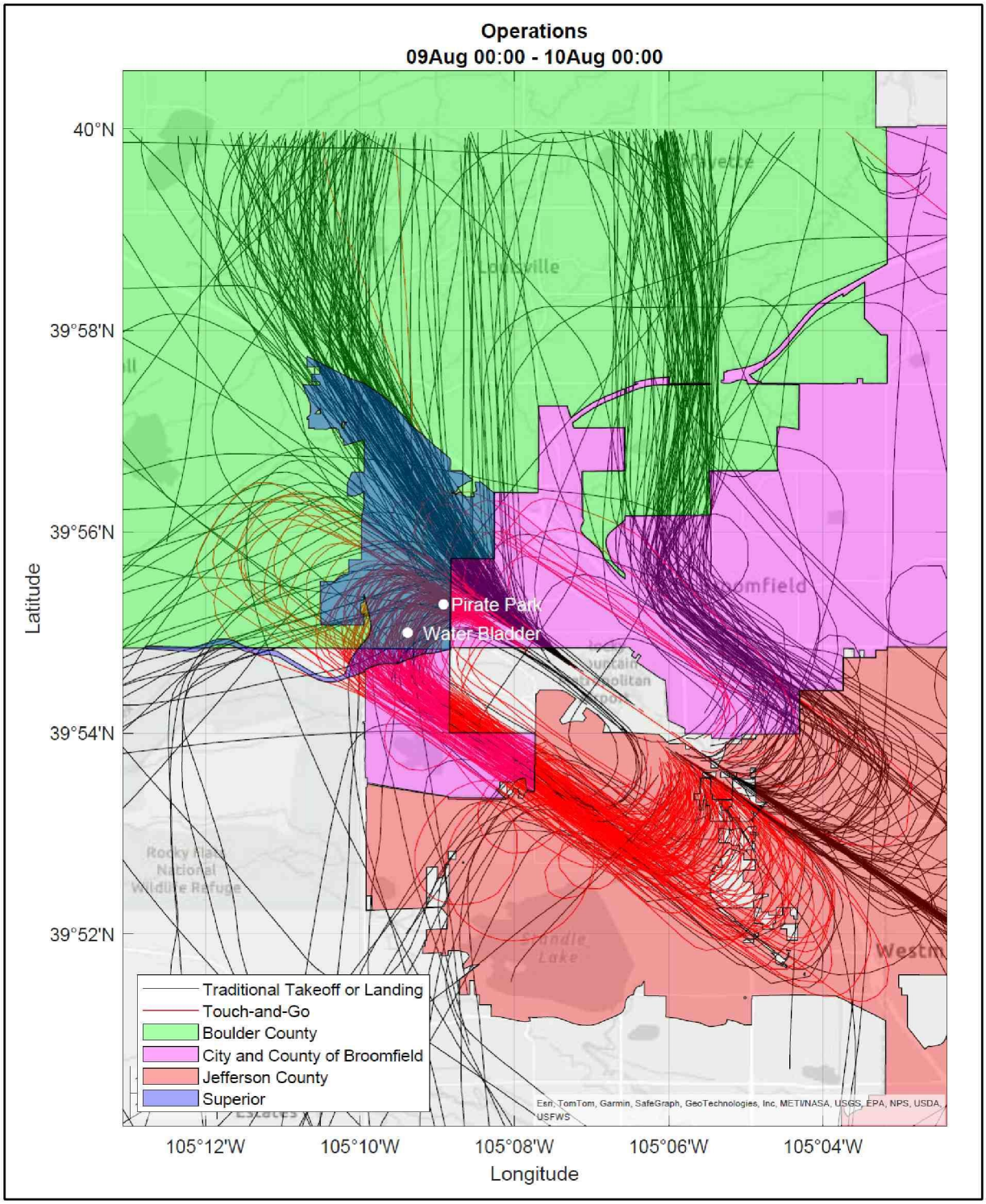


Figure 1 – Flight Paths on Median Day in August 2025 (497 Operations; 165 T&G)

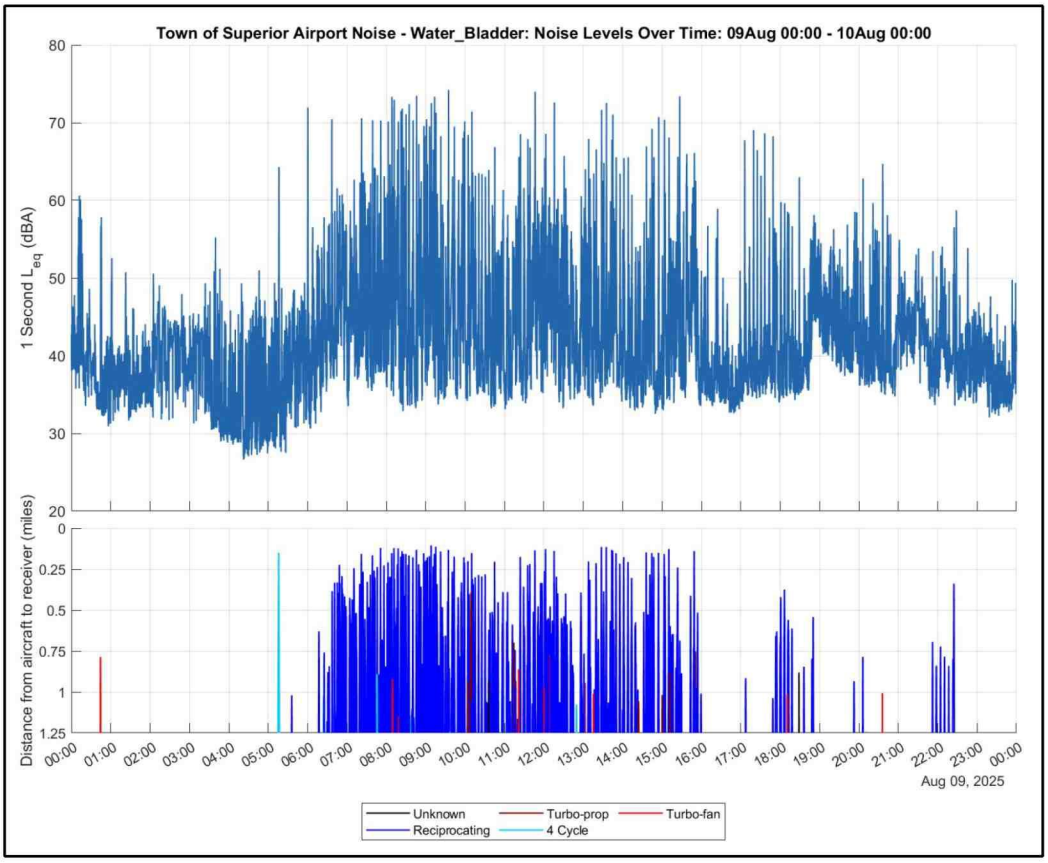


Figure 2 – Noise Levels and Aircraft Operations on Median Day (Water Bladder)

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

Time	7 am	8 am	9 am	10 am	11 am	12 pm	1 pm	2 pm	3 pm	4 pm	5 pm	6 pm	7 pm	8 pm	9 pm
Average Noise Level (dBA)	52	56	55	51	52	51	53	50	52	41	49	47	46	45	44
Number of Operations	41	66	70	48	50	50	43	34	26	7	12	9	4	4	2

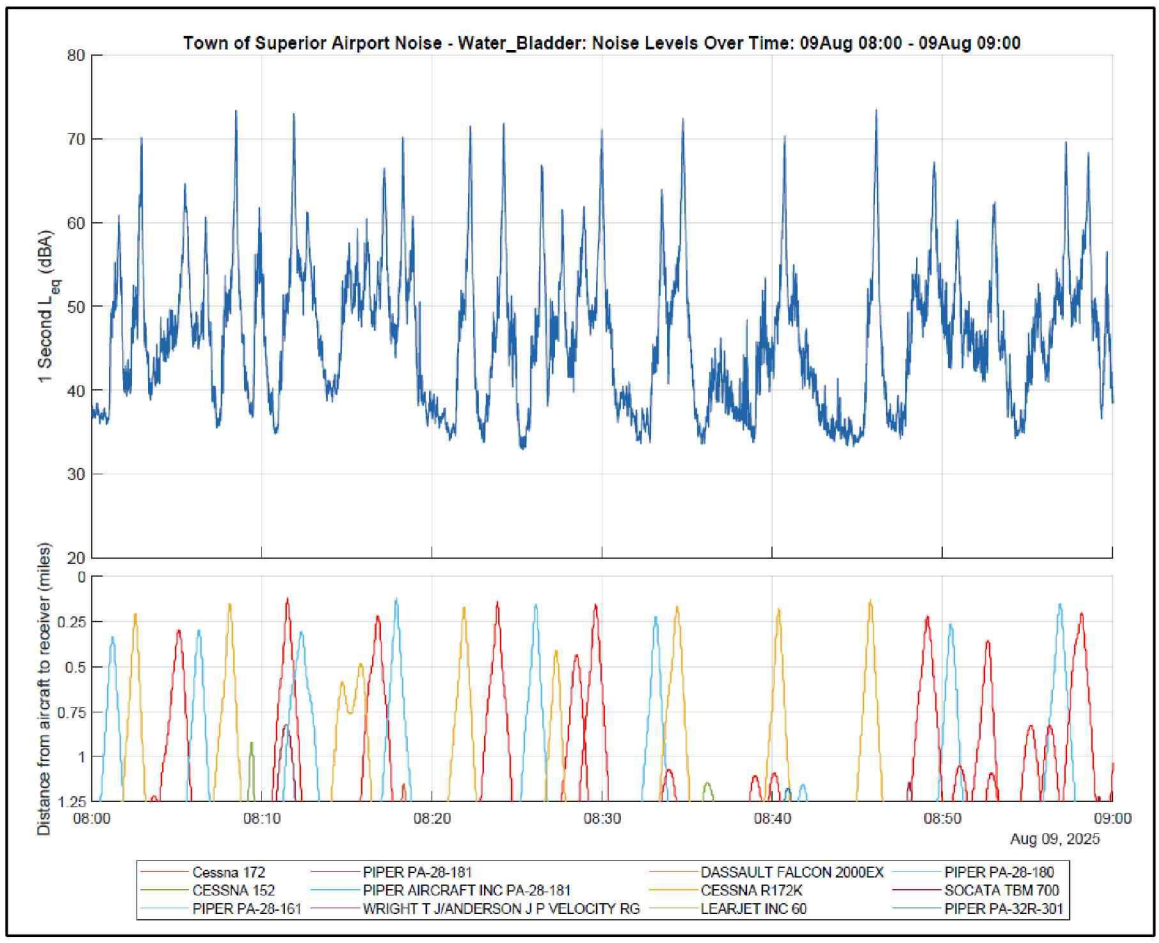


Figure 3 – Noise Levels and Aircraft Operations during an Example Hour on Median Day (Water Bladder)

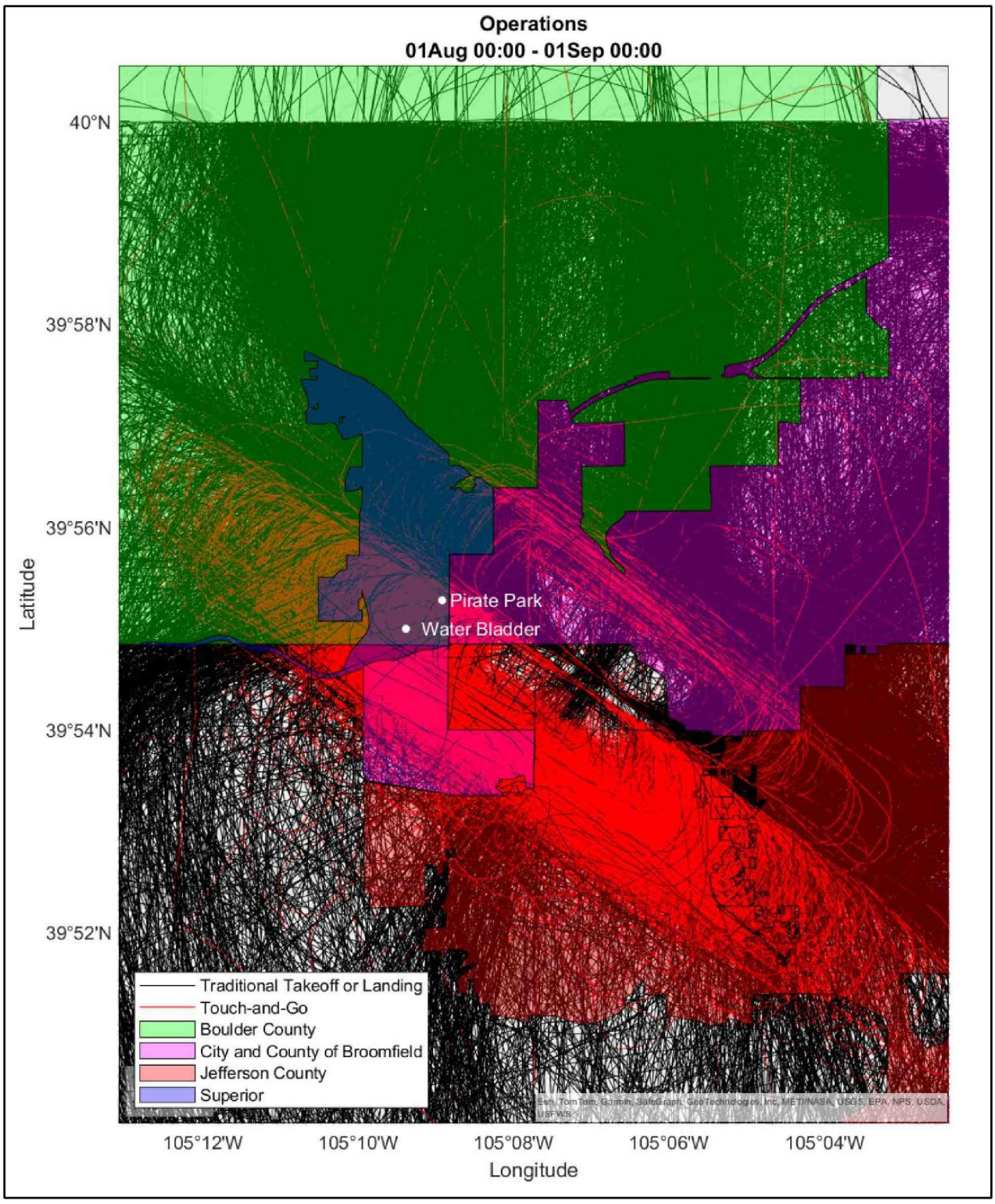


Figure 4 – All Flight Paths in August 2025 (15,359 Operations; 4,945 T&G)

Monthly Summary – August 2025 (Pirate Park Site)

The following summarizes the daytime noise levels measured at the Pirate Park measurement location located near Pirate Park off Yarrow Circle and aircraft operations detected over the Town of Superior for the month of August 2025. Additional information regarding the measurements follows.

- Over the entire month, a total of 10,466 aircraft operations[2] occurred within 1.25 miles of the measurement location (the distance within which aircraft are audible).
- Of these, 4,592 were touch and go (T&G) operations (44%).
- Over the entire month, aircraft operations were clearly noticeable (aircraft noise measured at approximately 5 dBA above the ambient sound level) for 4,446 minutes (74 hours).
- If T&G operations were not conducted at the airport, an analysis of the measurement data indicates that noticeable aircraft operations would decrease to 2,620 minutes (44 hours), which is a 41% reduction.
- The following summarizes the August 2025 noise survey at Pirate Park. Note the number of minutes that aircraft noise was 20 dBA above ambient is much higher than at the Water Bladder site due to the closer proximity to the runway and the lower, climbing aircraft.

Table 3 - Daytime Measured Noise Levels and Aircraft Operations, August 2025 (Pirate Park)

Operations	Quantity	Audible aircraft operations	Aircraft noise above ambient (dBA)	Aircraft 5 dBA Above Ambient (minutes)	Aircraft 10 dBA Above Ambient (minutes)	Aircraft 20 dBA Above Ambient (minutes)
All	Total for month	10,466	---	4,446	2,990	790
	Daily average	338	19	193	130	34
Touch and Go Removed	Total for month	6,809	---	2,620	1,743	354
	Daily average	220	16	114	76	15

- Figure 5 shows the measured noise levels and concurrent aircraft activity for August 9, a day with total operations close to the median for the month. Maximum noise levels generated by individual aircraft operations exceeded the ambient sound level by at least the following levels for the durations noted:
  - 5 dBA (clearly noticeable), 238 minutes.
  - 10 dBA (significant increase), 167 minutes.
  - 20 dBA (much louder), 49 minutes.
- Table 4 shows the hourly average noise levels and operation counts for this day.
- Figure 6 shows an hour on this day, during which time the measured noise level was often above ambient conditions (36 dBA for this hour), meaning that aircraft noise was regularly present.

[2] This report counts each touch and go operation as a single operation. The Federal Aviation Administration counts each touch and go operation as two operations.

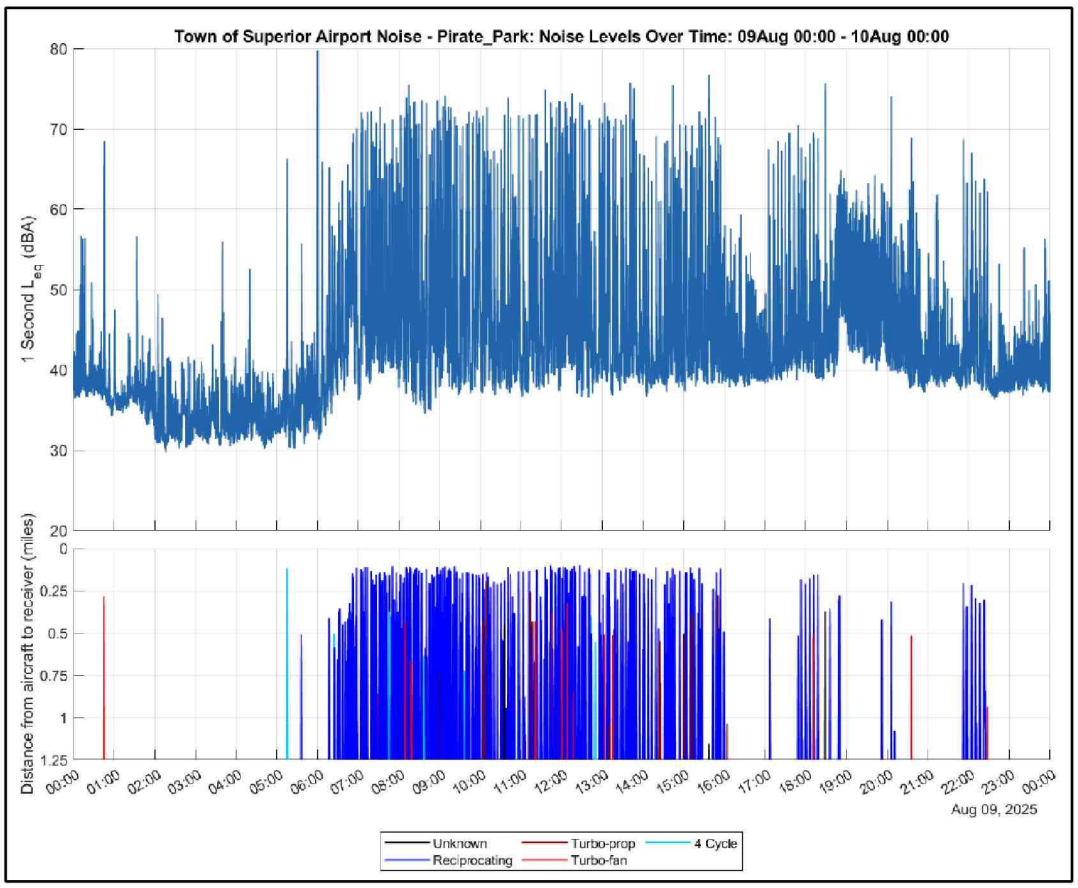


Figure 5 – Noise Levels and Aircraft Operations on Median Day (Pirate Park)

Table 4 – Hourly Noise Levels and Aircraft Operations on Median Day (Pirate Park)

Time	7 am	8 am	9 am	10 am	11 am	12 pm	1 pm	2 pm	3 pm	4 pm	5 pm	6 pm	7 pm	8 pm	9 pm
Average Noise Level (dBA)	56	58	58	55	56	57	56	53	57	45	51	54	52	50	46
Number of Operations	41	66	70	48	50	50	43	34	26	7	12	9	4	4	2

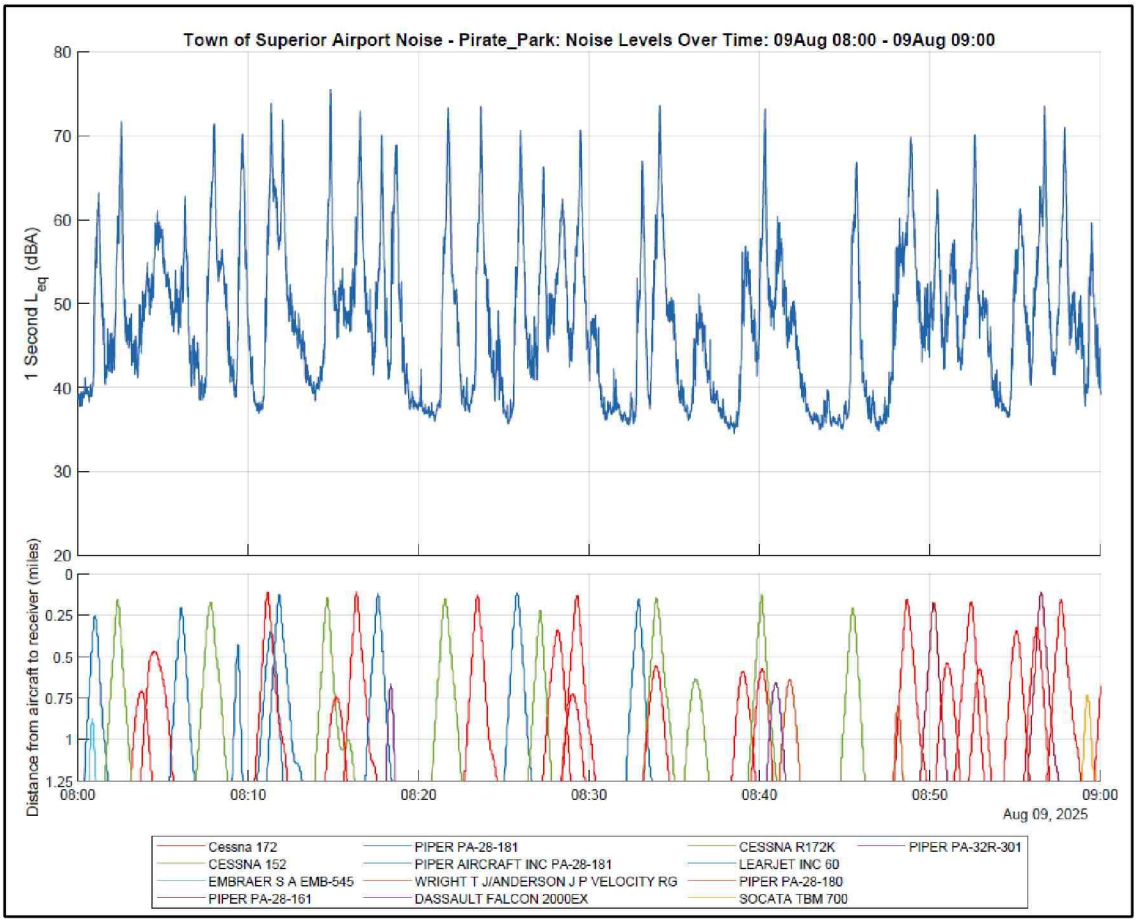


Figure 6 – Noise Levels and Aircraft Operations during an Example Hour on Median Day (Pirate Park)

Detailed Results

1. Measurement Locations and Flight Paths

Noise level monitors were placed at the locations shown in Figure 1-1 and configured to continually measure noise levels. The meters were in service for the entirety of August 2025. The selection of measurement locations considered proximity of Town of Superior residences, aircraft flight paths, and availability of public land. The Water Bladder location was chosen as it is removed from busy roads and in the flight path of touch and go operations. The Community Center location was chosen as it is directly in the flight path of runway 12 L. The Pirate Park location was chosen as it is directly in the flight path of runway 12 R while still being nearby to residences.

Aircraft flight paths are limited due to Denver International Airport airspace to the east and mountains to the west. This, along with prevailing wind patterns, pushes a majority of operations over the Town of Superior, as shown in Figures 1 and 4 (above).

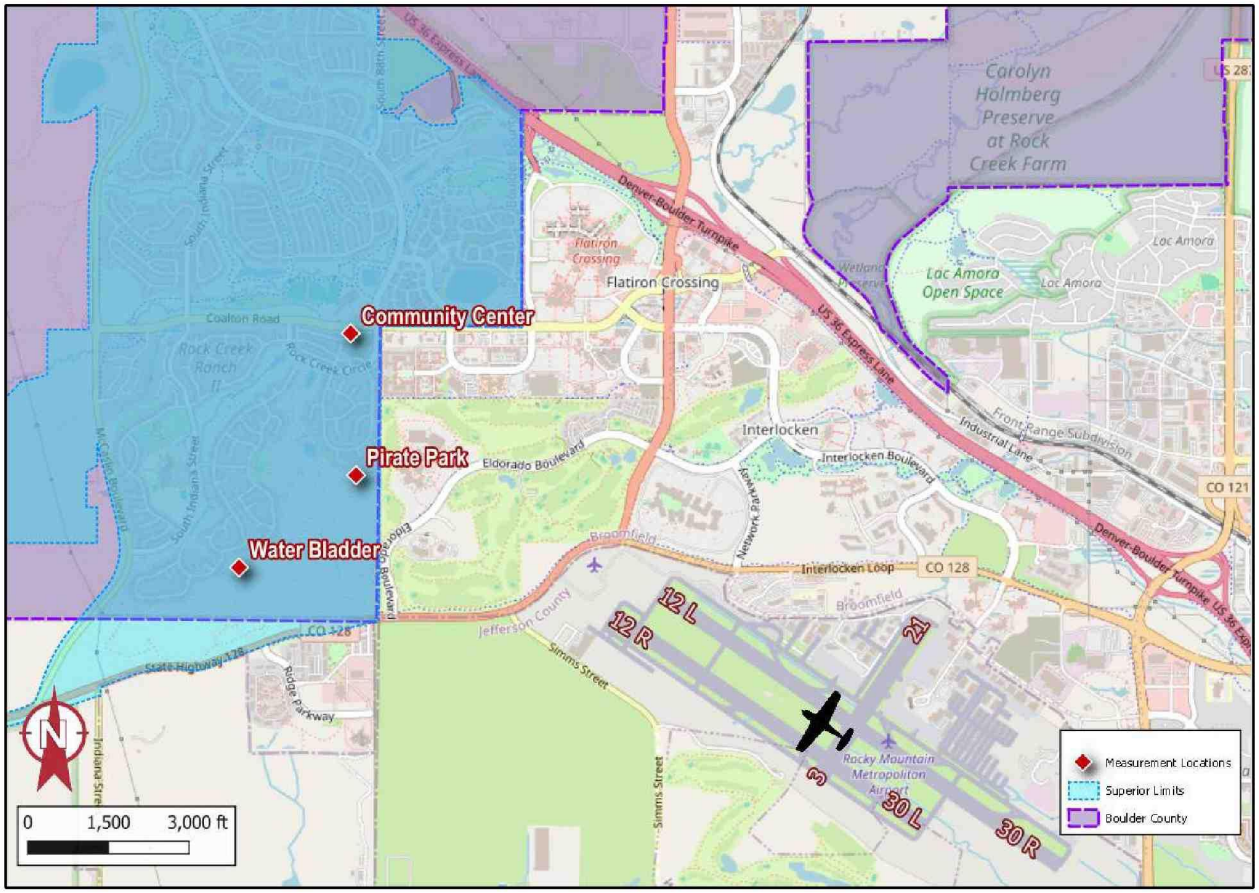


Figure 1-1. Measurement Locations and Airport

2. Noise and Aircraft Operations Measurement Procedures

Noise levels were measured in accordance with applicable acoustical standards as well as the author's experience in this specialized field. The following sections describe the acoustical standards followed, measurement equipment specifications and settings, measurement duration, ground wind measurement equipment, and aircraft operations data integration.

2.1 Applicable Noise Measurement and Analysis Standards

The measurements were executed in accordance with the relevant aspects of the following standards:

1. Noise measurement equipment meets the Type 1 specifications of American National Standards Institute (ANSI) standard S1.4-2014 (R2024) American National Standard Specification for Sound Level Meters.
2. ANSI S1.11-2004 (R2009), Electroacoustics - Octave-band and Fractional-octave-band Filters - Part 1: Specifications.
3. ANSI S1.40-2006 (R2016), American National Standard Specifications and Verification Procedures for Sound Calibrators.
4. The measurement and analysis procedures followed the applicable portions of ANSI S12.9-2013 Part 3 (R2018) Quantities and Procedures for Description and Measurement of Environmental Sound - Part 3: Short-Term Measurements with an Observer Present.
5. ANSI S12.18-1994 (R2019) Outdoor Measurement of Sound Pressure Level.
6. ANSI S1.13-2020 American National Standard Measurement of Sound Pressure Level in Air.

2.2 Noise Measurement Equipment

Noise levels were measured using Larson Davis Model 831 sound level meters with associated preamplifiers and ½ inch free-field precision microphones. All measurement and field calibration equipment were certified by a traceable laboratory within 18 months prior to the measurements. Field calibrations were conducted on August 7, 2025 and the drift in the measured noise level was well within tolerance (Water Bladder -0.17 dB, Pirate Park +0.02 dB, and Community Center +0.08 dB). Calibration certificates and records are available upon request. The microphones were mounted on steel poles and positioned five feet above the ground (per ANSI S12.9). The microphones were covered with hydrophobically treated 7-inch diameter, 80-pores-per-inch density windscreens (ACO Pacific Model WS7-80T). Audio from each sound level meter was recorded using Tascam DR-05X digital recorders. The sound level meters were configured to continuously measure and record 1-second and 1-hour averages of the following metrics: overall L_{eq}, L_{10}, L_{50}, and L_{90}, as well as one-third octave band L_{eq} levels (6.3 Hz to 20 kHz).

2.3 Aircraft Position Measurement Equipment

Aircraft position data is being collected in the area with an Automatic Dependent Surveillance-Broadcast (ADS-B) monitoring system that receives real-time data from each aircraft in the area, including location, speed, and a unique identifier (hex code). Aircraft position data is being logged on 1-second intervals and is combined with the Federal Aviation Administration (FAA) aircraft registration database to get additional information for each aircraft, including make/model, engine type, and owner. Aircraft from flight schools were identified based on the owner and listed registration numbers from the flight school websites. Altitude data from the aircraft is based on barometric pressure on the aircraft and is not corrected for barometric pressure on the ground. During data processing, the altitude data is corrected based on barometric pressure from the airport. Aircraft above 11,000 feet are filtered out of the database to eliminate from the analysis aircraft that are merely passing overhead and not using Rocky Mountain Metropolitan Airport.

2.4 Meteorological Data

Wind speeds and direction are being measured continuously at each monitoring site using Vaisala WXT530 series sonic anemometers, mounted on steel poles approximately 6.5 feet above the ground (per ANSI S12.18) and placed within approximately 10 feet of the microphones. Barometric pressure data was obtained from the airport's weather station.

2.5 Resulting Measurement Database

This report presents the results of measurements conducted throughout the month of August 2025. A total of 744 hours of continuous noise, aircraft, and ground wind data were collected. All data was organized into a single database and time synchronized through the cellular network.

Figure 2-1 shows noise levels versus time (top graph) and distance to the nearest aircraft over time (bottom graph) for an example one-hour period at Pirate Park. This example shows one Cessna 172 (shown in red) performing touch and go operations, which involves landing and immediately taking off again, and results in the airplane passing over the microphone every few minutes. Three other aircraft perform traditional takeoffs or landings Note the ambient sound level, the level occurring with no aircraft present, is approximately 38 dBA during this example hour. With aircraft present, levels are as high as 75 dBA, which is a 37 dBA increase over the ambient sound level.

Figure 2-2 shows the measured noise levels and aircraft operations for a representative hour with frequent aircraft operations. During this hour the ambient sound level for this day of 36 dBA is never reached because there was very little time when aircraft noise was not audible.

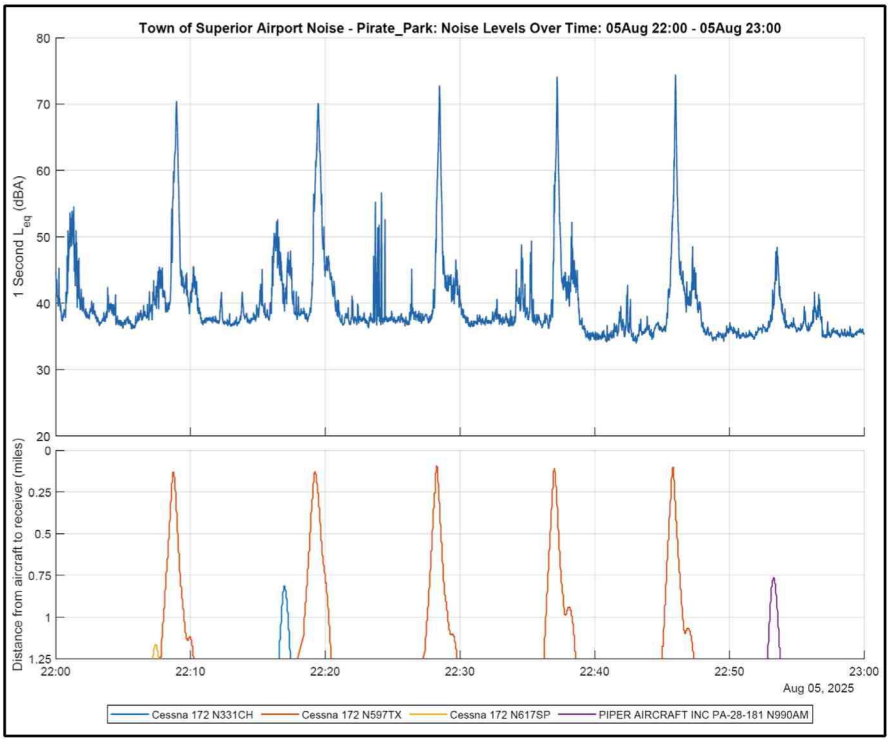


Figure 2-1. Example Time Plot of Measured Noise Levels - Touch and Go Operations

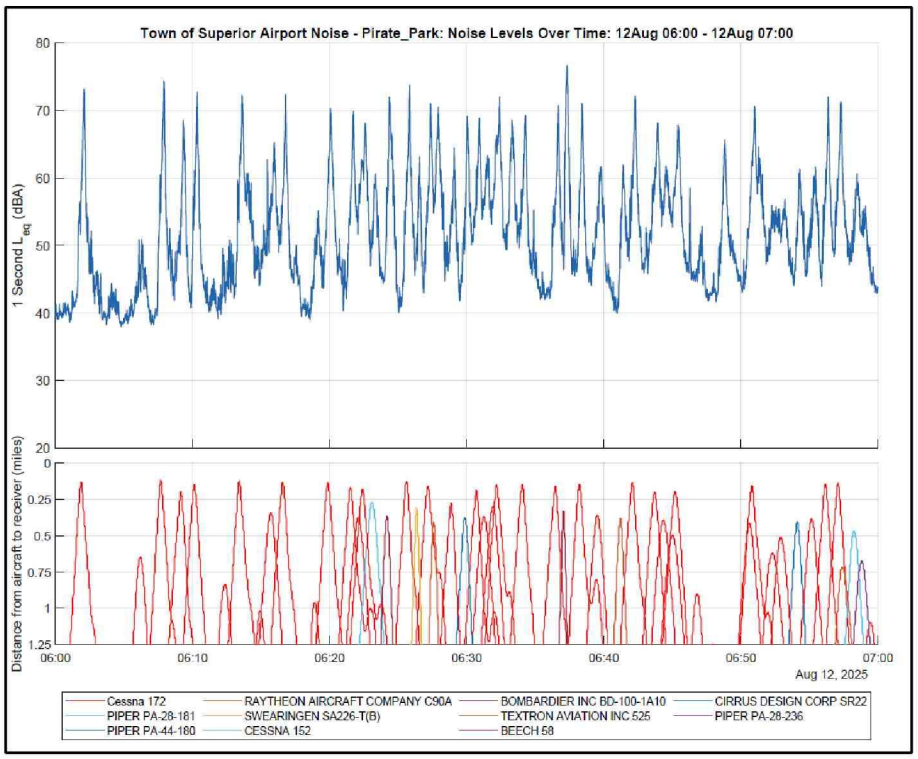


Figure 2-2. Example Time Plot During an Hour with Frequent Aircraft Operations

3. Data Analysis Procedures

The measured noise level and aircraft operations data were analyzed as follows.

3.1 Duration of Analysis Intervals

The measured data was recorded and analyzed in 1-second intervals. This interval was chosen because it provides sufficient resolution to capture changes in noise levels against aircraft proximity over time and follows the FAA's procedures. Results are summarized and presented herein in terms of daily averages of noise levels when aircraft are present versus ambient noise levels in the area (noise generated by non-aircraft sources, such as distant roadway traffic).

3.2 Aircraft Types and Operations

Each 1-second ADS-B sample was classified into one of five operational types: (1) on-the-ground, (2) flyover, (3) touch and go (T&G), (4) takeoff, and (5) landing. The number of operations per day for each operational type is shown in Table 3-1. Samples classified as on-the-ground were excluded from further analysis as planes would not be audible during these times, and samples for aircraft above 11,000 feet or classified as flyovers were excluded from further analysis as these operations were not generated by this airport.

Each aircraft detected in the month is analyzed separately. Each 1-second sample in which the individual aircraft's signal was detected is arranged into a table in chronological order. Each sample is labeled as on the ground (known from the positional information) or airborne. Airborne samples are then grouped into events, which include takeoff, landing, touch and go operation, and flyover. Starting with the first 1-second sample in time where the aircraft was detected as being airborne, the following logic is applied. This is also shown in the table below.

- If the previous sample was on the ground, and a sample within the next 20 minutes is on the ground, the entire window of samples when the aircraft was airborne is classified as touch and go.
- If the previous sample was on the ground, and no samples within the next 20 minutes are on the ground, the entire 20-minute window of samples is classified as takeoff.
- If the previous sample was not on the ground, and a sample within the next 20 minutes is on the ground, the entire window of samples when the aircraft was airborne is classified as landing.
- If the previous sample was not on the ground, and no samples within the next 20 minutes are on the ground, the entire 20-minute window of samples is classified as a flyover and is disregarded from further analysis.

	Is on the ground within the next 20 minutes	**Is not on the ground within the next 20 minutes**
Previous sample was on the ground	Touch and Go	Take-off
Previous sample was not on the ground	Landing	Flyover

Additionally, T&G operations were further classified as initial (the initial take off) or subsequent (subsequent touch and go landings and takeoffs) depending on whether the previous operation of the aircraft was classified as a T&G operation. As described in more detail below, this was done to allow for the estimation of noise levels for a scenario where T&G operations occurred at another distant airfield.

Each ADS-B sample was also classified by aircraft engine type, as shown in Table 3-2. Aircraft engine type is identified from the aircraft registration "N Number" broadcast by the aircraft, and the FAA aircraft registration database, which provides details about each registered aircraft. Flight schools are identified based on the aircraft registered owner, a list of planes and N Numbers on each flight school's website, and observations of aircraft at the airport. Most aircraft are identified as piston engine (reciprocating or 4-cycle) and a majority of them are registered to flight schools.

3.3 Ambient Sound Levels

For the purposes of this analysis, the ambient daytime noise levels for each day are defined as the L_{90} dBA noise level measured during daytime hours. This is calculated by ordering all 1-second L_{eq} dBA noise level samples measured between 7:00 AM and 10:00 PM and determining the 90th percentile, which is the noise level exceeded 90 percent of the time. Noise level contributions from aircraft operations are effectively removed with the L_{90} metric.

3.4 Aircraft Noise Levels

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

3.5 Aircraft Noise Levels without T&G Operations

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

Table 3-1. Aircraft Operations by Type[3]

Day	Operation Type			Total Operations	Percentage T&G	Total Number of Unique Aircraft
	T&G	Takeoff	Landing			
1-Aug-25	142	194	196	532	27%	152
2-Aug-25	134	119	116	369	36%	115
3-Aug-25	124	186	181	491	25%	142
4-Aug-25	180	200	194	574	31%	134
5-Aug-25	163	194	195	552	30%	133
6-Aug-25	174	208	220	602	29%	163
7-Aug-25	140	183	168	491	29%	150
8-Aug-25	139	161	156	456	30%	142
9-Aug-25	165	167	165	497	33%	129
10-Aug-25	65	139	144	348	19%	150
11-Aug-25	131	255	254	640	20%	104
12-Aug-25	285	264	257	806	35%	170
13-Aug-25	179	214	222	615	29%	166
14-Aug-25	168	180	180	528	32%	151
15-Aug-25	154	163	163	480	32%	138
16-Aug-25	151	132	134	417	36%	123
17-Aug-25	60	183	183	426	14%	155
18-Aug-25	153	170	172	495	31%	136
19-Aug-25	255	230	224	709	36%	167
20-Aug-25	188	262	261	711	26%	174
21-Aug-25	67	209	206	482	14%	156
22-Aug-25	103	144	151	398	26%	138
23-Aug-25	97	91	82	270	36%	93
24-Aug-25	110	114	121	345	32%	130
25-Aug-25	443	92	91	626	71%	84
26-Aug-25	229	113	94	436	53%	102
27-Aug-25	77	118	29	224	34%	107
28-Aug-25	190	233	63	486	39%	148
29-Aug-25	162	228	182	572	28%	181
30-Aug-25	199	158	49	406	49%	109
31-Aug-25	118	190	67	375	31%	-
Month Total	4,945	5,494	4,920	15,359	32%	-

[3] This report counts each touch and go operation as a single operation. The Federal Aviation Administration counts each touch and go operation as two operations.

Table 3-2. Aircraft Operations by Aircraft Engine Type[4]

	Engine Type					
Day	Piston	Turboprop	Turboshaft	Turbojet	Turbofan	Unknown
1-Aug-25	452	18	4	0	51	7
2-Aug-25	321	6	5	0	34	3
3-Aug-25	408	11	11	0	56	5
4-Aug-25	489	17	11	0	48	9
5-Aug-25	483	16	7	0	38	8
6-Aug-25	491	18	14	0	68	11
7-Aug-25	402	24	12	0	46	7
8-Aug-25	378	19	8	0	45	6
9-Aug-25	438	18	2	0	33	6
10-Aug-25	238	9	4	0	87	10
11-Aug-25	534	27	8	0	55	16
12-Aug-25	684	30	17	0	64	11
13-Aug-25	497	21	6	0	60	31
14-Aug-25	421	20	10	0	67	10
15-Aug-25	407	19	8	0	33	13
16-Aug-25	354	14	2	0	42	5
17-Aug-25	321	23	7	0	58	17
18-Aug-25	400	19	8	0	57	11
19-Aug-25	605	20	12	0	55	17
20-Aug-25	583	24	10	1	65	28
21-Aug-25	364	19	9	1	73	16
22-Aug-25	297	22	8	0	62	9
23-Aug-25	221	10	0	0	30	9
24-Aug-25	267	12	4	0	57	5
25-Aug-25	540	24	4	0	44	14
26-Aug-25	381	14	3	0	29	9
27-Aug-25	164	14	12	0	23	11
28-Aug-25	416	13	4	0	40	13
29-Aug-25	479	14	11	0	50	18
30-Aug-25	365	9	6	0	20	6
31-Aug-25	334	9	3	0	22	7
Month Total	12,734	533	230	2	1,512	348

[4] This report counts each touch and go operation as a single operation. The Federal Aviation Administration counts each touch and go operation as two operations.

4. Noise Measurement and Analysis Results

Tables 4-1 through 4-3 provide a summary of the noise levels and aircraft operations measured during each day of August 2025 at each of the three measurement locations. The tables provide the following information:

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

Table 4-1. Summary of Measured Noise Levels[5] and Aircraft Operations[6] – Water Bladder

Date	Ambient Noise Level (dBA)	Daytime - All Operations						Daytime - T&G Operation Removed					
		Number of Audible Operations	Average Noise Level with Aircraft (dBA)	Aircraft Noise Level Increase Above Ambient (dBA)	Duration of Aircraft Noise Levels Above Ambient (Minutes)			Number of Audible Operations	Average Noise Level with Aircraft (dBA)	Aircraft Noise Level Increase Above Ambient (dBA)	Duration of Aircraft Noise Levels Above Ambient (Minutes)		
					> 5 dBA	> 10 dBA	> 20 dBA				> 5dBA	> 10 dBA	> 20 dBA
1-Aug-25	37	313	55	17	198	130	21	209	50	13	94	53	6
2-Aug-25	37	230	56	18	173	123	24	133	49	12	60	37	5
3-Aug-25	35	309	52	17	174	102	19	221	49	14	101	55	6
4-Aug-25	35	377	54	19	247	168	36	243	49	15	102	62	11
5-Aug-25	34	355	53	19	229	172	31	236	48	14	98	63	8
6-Aug-25	38	358	51	13	186	82	10	228	46	9	78	30	2
7-Aug-25	35	298	52	17	185	113	17	198	48	13	86	49	7
8-Aug-25	36	305	52	17	187	123	15	197	49	13	82	44	6
9-Aug-25	36	312	55	19	245	186	39	186	49	13	92	60	9
10-Aug-25	35	197	56	20	129	95	23	154	52	17	79	54	10
11-Aug-25	36	379	52	16	111	54	9	293	50	14	73	38	5
12-Aug-25	36	540	53	17	388	286	44	319	47	11	134	90	10
13-Aug-25	36	401	53	17	249	171	26	263	48	12	115	70	7
14-Aug-25	37	332	54	17	222	135	21	205	48	11	90	49	5
15-Aug-25	35	320	52	17	213	152	25	209	46	11	86	53	6
16-Aug-25	37	287	53	16	187	125	19	170	48	12	72	43	6
17-Aug-25	34	234	52	18	134	95	18	200	51	17	109	76	13
18-Aug-25	36	309	53	17	173	106	14	201	49	13	98	61	6
19-Aug-25	38	481	53	15	271	161	20	284	47	8	93	47	3
20-Aug-25	36	441	55	18	273	178	33	312	51	14	142	87	13
21-Aug-25	36	266	55	18	163	104	21	228	52	16	118	69	10
22-Aug-25	36	210	55	19	173	140	29	139	50	14	67	50	8
23-Aug-25	34	179	54	20	128	88	19	108	52	18	54	37	8
24-Aug-25	35	200	56	21	164	125	36	116	51	16	59	44	12
25-Aug-25	36	401	55	19	86	66	19	93	45	10	13	8	2
26-Aug-25	36	320	55	19	227	175	42	136	49	13	58	44	11
27-Aug-25	36	172	56	20	125	100	23	116	53	17	68	50	10
28-Aug-25	37	399	58	21	240	186	40	246	54	16	86	64	11
29-Aug-25	38	443	52	14	253	155	15	318	49	11	119	66	6
30-Aug-25	35	352	59	24	250	192	55	207	57	21	113	85	18
31-Aug-25	-	312	-	-	-	-	-	220	-	-	-	-	-
Monthly Average	**36**	**324**	**54**	**18**	**199**	**136**	**25**	**206**	**50**	**14**	**88**	**55**	**8**
Monthly Total	**-**	**10,032**	**-**	**-**	**5,981**	**4,090**	**761**	**6,388**	**-**	**-**	**2,639**	**1,636**	**241**

[5] No noise data from August 31 due to data corruption

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

Table 4-2. Summary of Measured Noise Levels[7] and Aircraft Operations[8] – Community Center

Date	Ambient Noise Level (dBA)	Daytime - All Operations						Daytime - T&G Operation Removed					
		Number of Audible Operations	Average Noise Level with Aircraft (dBA)	Aircraft Noise Level Increase Above Ambient (dBA)	Duration of Aircraft Noise Levels			Number of Audible Operations	Average Noise Level with Aircraft (dBA)	Aircraft Noise Level Increase Above Ambient (dBA)	Duration of Aircraft Noise Levels		
					> 5 dBA	> 10 dBA	> 20 dBA				> 5dBA	> 10 dBA	> 20 dBA
1-Aug-25	44	331	59	15	186	108	16	226	58	14	143	87	15
2-Aug-25	43	244	58	15	147	80	11	148	57	13	97	56	10
3-Aug-25	45	317	58	13	138	66	10	229	58	13	116	59	10
4-Aug-25	45	386	57	13	174	81	11	252	57	12	128	63	11
5-Aug-25	45	362	58	12	159	77	9	242	57	11	114	56	8
6-Aug-25	44	379	56	12	164	60	9	248	56	12	126	51	8
7-Aug-25	45	306	57	12	117	47	8	207	57	11	89	38	7
8-Aug-25	46	312	57	12	122	51	6	204	57	11	92	39	6
9-Aug-25	46	319	59	13	166	82	10	193	58	12	119	63	9
10-Aug-25	44	209	59	15	116	66	13	166	59	15	100	60	13
11-Aug-25	46	395	58	12	191	91	10	309	58	12	167	83	10
12-Aug-25	46	547	58	13	231	124	15	327	58	12	154	88	14
13-Aug-25	45	412	58	13	186	90	12	274	57	12	136	71	11
14-Aug-25	45	341	57	12	152	64	8	214	57	11	107	51	7
15-Aug-25	45	330	57	12	126	59	7	217	56	11	89	43	7
16-Aug-25	43	299	58	14	148	70	10	182	57	13	95	46	9
17-Aug-25	44	245	58	14	131	61	11	210	58	14	122	58	11
18-Aug-25	45	318	58	12	120	52	8	208	57	12	103	48	8
19-Aug-25	46	484	58	12	182	84	10	287	57	11	121	59	9
20-Aug-25	46	452	61	15	194	92	14	322	60	15	154	75	13
21-Aug-25	47	275	60	12	121	54	7	237	59	12	112	52	7
22-Aug-25	47	229	59	12	101	49	5	158	58	11	76	39	5
23-Aug-25	42	185	58	16	74	29	7	117	57	15	56	25	6
24-Aug-25	43	217	58	15	119	62	10	132	57	14	80	47	9
25-Aug-25	-	360	-	-	-	-	-	108	-	-	-	-	-
26-Aug-25	-	326	-	-	-	-	-	142	-	-	-	-	-
27-Aug-25	-	189	-	-	-	-	-	133	-	-	-	-	-
28-Aug-25	-	425	-	-	-	-	-	272	-	-	-	-	-
29-Aug-25	-	456	-	-	-	-	-	330	-	-	-	-	-
30-Aug-25	-	353	-	-	-	-	-	209	-	-	-	-	-
31-Aug-25	-	321	-	-	-	-	-	229	-	-	-	-	-
Monthly Average	**45**	**333**	**58**	**13**	**149**	**71**	**10**	**217**	**58**	**13**	**112**	**57**	**9**
Monthly Total	**-**	**10,324**	**-**	**-**	**3,565**	**1,698**	**236**	**6,732**	**-**	**-**	**2,696**	**1,357**	**222**

[7] No noise data from August 25 – 31 due to equipment malfunction

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

Table 4-3. Summary of Measured Noise Levels[9] and Aircraft Operations[10] – Pirate Park

Date	Ambient Noise Level (dBA)	Daytime - All Operations						Daytime - T&G Operation Removed					
		Number of Audible Operations	Average Noise Level with Aircraft (dBA)	Aircraft Noise Level Increase Above Ambient (dBA)	Duration of Aircraft Noise Levels			Number of Audible Operations	Average Noise Level with Aircraft (dBA)	Aircraft Noise Level Increase Above Ambient (dBA)	Duration of Aircraft Noise Levels		
					> 5 dBA	> 10 dBA	> 20 dBA				> 5dBA	> 10 dBA	> 20 dBA
1-Aug-25	39	331	59	20	215	159	43	226	55	16	133	99	22
2-Aug-25	39	245	60	21	186	141	47	147	54	16	91	68	16
3-Aug-25	38	320	56	18	166	103	25	232	54	16	119	76	15
4-Aug-25	37	388	57	20	236	160	45	254	53	16	132	90	20
5-Aug-25	37	364	57	20	219	152	38	244	53	15	124	81	14
6-Aug-25	38	381	55	17	199	117	25	250	51	14	117	71	12
7-Aug-25	37	306	56	19	164	101	25	206	53	16	95	63	14
8-Aug-25	38	312	57	19	175	109	27	204	53	15	105	64	11
9-Aug-25	39	322	59	20	238	167	49	196	54	15	122	85	18
10-Aug-25	39	212	59	20	135	99	30	169	56	18	99	71	18
11-Aug-25	39	399	57	18	234	158	31	313	55	16	179	119	19
12-Aug-25	39	549	59	20	298	203	63	328	55	15	138	96	24
13-Aug-25	38	412	57	20	234	166	44	274	53	15	130	89	17
14-Aug-25	39	343	57	18	199	126	28	215	53	13	104	68	11
15-Aug-25	38	330	57	19	182	118	32	217	53	15	95	58	13
16-Aug-25	37	301	57	20	173	120	35	184	53	16	87	58	13
17-Aug-25	37	247	56	19	131	85	22	211	56	19	110	71	17
18-Aug-25	38	317	55	17	151	92	19	208	52	14	102	64	11
19-Aug-25	39	485	58	18	226	141	36	288	52	13	105	64	11
20-Aug-25	39	456	59	20	239	156	40	326	55	16	153	98	19
21-Aug-25	39	280	57	18	160	107	21	241	56	16	127	83	13
22-Aug-25	37	232	59	22	174	140	44	160	54	17	94	72	17
23-Aug-25	36	190	57	20	113	70	21	118	54	17	58	36	10
24-Aug-25	-	220	-	-	-	-	-	134	-	-	-	-	-
25-Aug-25	-	411	-	-	-	-	-	110	-	-	-	-	-
26-Aug-25	-	329	-	-	-	-	-	145	-	-	-	-	-
27-Aug-25	-	191	-	-	-	-	-	135	-	-	-	-	-
28-Aug-25	-	432	-	-	-	-	-	279	-	-	-	-	-
29-Aug-25	-	468	-	-	-	-	-	342	-	-	-	-	-
30-Aug-25	-	362	-	-	-	-	-	215	-	-	-	-	-
31-Aug-25	-	331	-	-	-	-	-	238	-	-	-	-	-
Monthly Average	**38**	**338**	**57**	**19**	**193**	**130**	**34**	**220**	**54**	**16**	**114**	**76**	**15**
Monthly Total	**-**	**10,466**	**-**	**-**	**4,446**	**2,990**	**790**	**6,809**	**-**	**-**	**2,620**	**1,743**	**354**

[9] No noise data from August 24 – 31 due to full storage

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