



Town Council
Meeting Agenda
Monday, October 27, 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. Call to Order Meeting of Town Council (6:00 p.m.)
2. Preliminary Matters (6:00 p.m.)
 - a. Pledge of Allegiance
 - b. Roll Call
 - c. Approval of Agenda
 - d. Executive Session to hold a conference with the Town's attorney and special counsel to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), and to instruct negotiators and develop a strategy for negotiations, pursuant to C.R.S. 24-6-402(4)(e), regarding the Marshall Fire litigation and related matters. (6:05 p.m.)
 - e. Council Reports (7:05 p.m.)
 - f. Public comment on Consent Agenda, Presentations, and Non-Agenda Items. Persons making public comment are asked to state your name and the city you live in (limit 5 min./person) (7:20 p.m.)
3. Project Updates – None
4. Presentation – Residential Waste Collection Services Update– Republic Services (7:30 p.m.)
5. Consent Agenda (8:00 p.m.)
 - a. Approval of Council Meeting Minutes

- b. Acceptance of Advisory Committee Meeting Notes
 - c. Approval of Extra Mile Proclamation
 - d. Consideration of Resolution of the Town Council of the Town of Superior Approving the Coyote Ridge Parking Lot & ADA Trail Construction Contract
 - e. Consideration of Resolution of the Town Council of the Town of Superior Approving the Purchase of the Coyote-Hawk sculpture and the Silencio sculpture
 - f. Consideration of Resolution of the Town Council of the Town of Superior Supporting the Building Together Project through the DOLA Accessory Dwelling Unit (ADU) Grant Application
 - g. Consideration of Resolution of the Town Council of the Town of Superior Appointing Members to the Open Space Advisory Committee
6. Public Hearing – Consideration of an Ordinance Rezoning Lots 1-2, Block 2 and Lots 1-2, Block 7 of Minks Addition to Mixed-Use (M-U) (8:10 p.m.)
7. Adjournment (11:00 p.m.)

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



Town Board Meeting Minutes

October 13, 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

Absent: Council Member Stephanie Miller
Council Member Neal Shah

Others Present: Town Manager Matt Magley
Town Attorney Nicholas Hartman
Town Clerk Shannon Dujardin

Approval of Agenda

Mayor Lacis asked if there were any changes to the agenda. Council Member Foster asked to pull item 5d (Consideration of Resolution of the Town Council of the Town of Superior Approving the Marshall/McCaslin Intersection Design Contract) and 5g (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)

Motion: Council Member Mike Foster moved to approve the Agenda, seconded by Mayor Pro-Tem Jason Serbu.

Vote: CARRIED. 5 – 0, 2 Absent

Council Reports

Public comment given by Jeff Cote via Zoom

Advisory Committee Interviews Gordon Sims for Open Space Advisory Committee (OSAC)

Presentation – Eagle Scout Project Presentation by Malaya Medina and Julia Buck

Consent Agenda

Motion: Council Member Heather Cracraft moved to approve the Consent Agenda with items 5d and 5g pulled, seconded by Mayor Pro-Tem Jason Serbu.

Vote: CARRIED. 5 – 0, 2 Absent

- 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)
- 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
- h. Airport Noise Report - August

Consideration of Resolution of the Town Council of the Town of Superior Approving the Marshall/McCaslin Intersection Design Contract

Motion: Council Member Mike Foster moved to approve a Resolution of the Town Council of the Town of Superior Approving the Marshall/McCaslin Intersection Design Contract, seconded by Mayor Mark Lacis.

Vote: CARRIED. 5 – 0, 2 Absent

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

Motion: Council Member Mike Foster moved to a Resolution of the Town Council of the Town of Superior Approving the Purchase of a Fleet Vehicle for the Parks, Recreation, & Open Space Department, seconded by Mayor Mark Lacis.

Vote: CARRIED. 5 – 0, 2 Absent

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

Public Comment given by Joey Yoder

Motion: Mayor Mark Lacis moved to approve a 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, seconded by Council Member Mike Foster.

Vote: CARRIED. 5 – 0, 2 Absent

Motion: Mayor Pro-Tem Jason Serbu moved to approve a 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, seconded by Mayor Mark Lacis.

Vote: CARRIED. 5 – 0, 2 Absent

Motion: Mayor Mark Lacis moved to approve a 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), seconded by Council Member Mike Foster.

Vote: CARRIED. 5 – 0, 2 Absent

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

Motion: President Mark Lacis moved to approve a 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, seconded by Vice President Jason Serbu.

Vote: CARRIED. 5 – 0, 2 Absent

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

Motion: Chair Mark Lacis moved to approve a Resolution of the Board of Commissioners of the Superior Urban Renewal Authority Approving the Superior Urban Renewal Authority (SURA) 2026 Budget, seconded by Commissioner Heather Cracraft.

Vote: CARRIED. 5 – 0, 2 Absent

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

Motion: President Mark Lacis moved to approve a 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, seconded by Vice President Jason Serbu.

Vote: CARRIED. 5 – 0, 2 Absent

Motion: President Mark Lacis moved to approve a 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, seconded by Director Mike Foster.

Vote: CARRIED. 5 – 0, 2 Absent

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

Motion: Mayor Mark Lacis moved to approve a Resolution of the Town Council of the Town of Superior Approving a Supplemental Budget and Appropriations for 2025, seconded by Council Member Mike Foster.

Vote: CARRIED. 5 – 0, 2 Absent

Motion: Chair Mark Lacis moved to approve a Resolution of the Board of Commissioners of the Superior Urban Renewal Authority Approving a Supplemental Budget and Appropriations for 2025 (SURA), seconded by Commissioner Heather Cracraft.

Vote: CARRIED. 5 – 0, 2 Absent

Motion: President Mark Lacis moved to approve a Resolution of the Board of Directors of the Superior Metropolitan District No. 1 Approving a Supplemental Budget and Appropriations for 2025 (SMD#1), seconded by Director Jenn Kaaoush.

Vote: CARRIED. 5 – 0, 2 Absent

Adjournment (7:28 p.m.)

Mayor

City Clerk



Item Number 4

Information for Meeting of the Superior Town Council

Agenda Item Name: Residential Waste Collection Services Update

Meeting Date: October 27, 2025

Presented by: Alexis Bullen, Sustainability Manager
Steve Gilmore, Republic Services Municipal Relationship Manager
Matthew Silva, Republic Services Operations Manager

Presented for: Update

BACKGROUND

Following a series of policy discussions on volume-based pricing, community outreach and Advisory Committee for Environmental Sustainability (ACES) recommendations, the Council approved a new contract for residential waste collection last fall to include landfill, recycling and compost/organics material (Council meeting materials from contract approval available here: https://townofsuperior.granicus.com/GeneratedAgendaViewer.php?view_id=18&clip_id=2637). Early 2025 included outreach, events and educational materials sent to residents to prepare the community for this transition, including the new option to pick cart sizes. The Town began the new service with Republic Services for residential waste collection on April 1, 2025, and currently serves approximately 1,150 homes in Superior. There are a number of new inclusions in this contract, including pickup with electric collection trucks, additional educational outreach from the vendor and a pay-as-you-throw (PAYT) or volume-based pricing model with cart size choices determined by each resident. These changes were recommended to Council based on resident feedback, ACES' sustainability policy and contract scope recommendations and to support the goals of the [Sustainability Action Plan](#).

OPERATIONS

Republic Services and Town staff worked very closely on the implementation of the new contract scope. The few glitches that did materialize were dealt with quickly and the majority occurred during the initial transition period.

Since operations started, there have been very few complaints from residents or issues that have limited Republic's ability to serve the residents. In many communities where Republic operates, contamination of both recycling and organics streams is a significant issue, however, there have only been a limited number of issues surrounding contamination in Superior. Another issue that often occurs elsewhere is that containers are blocked by vehicles or containers are not brought to the curb prior to the trucks arriving; there has only been one instance where a container was blocked by a vehicle since the contract started, and in a community of Superior's size there are usually several each week of service. There have been less than a dozen times that residents have not brought out their containers to the curb prior to Republic's trucks arriving, and when notified on the same day of this miss by the resident, Republic will pick-up those containers on the same day once notified.

A crucial element of the new contract was for staff and Republic to work collaboratively on recycling and organics education. These have included educational mailers, oops tags, call me cards (examples attached), events, and a [Superior-specific solid waste program webpage](#). The kick-off touch-a-truck event was extremely successful, with several hundred residents taking part and educational opportunities from Republic Services and other community organizations.

The rollout of cart sizes for each service type has also gone well. Ahead of the waste contract direction, staff surveyed residents on possible service enhancements and the most popular option was offering residents different cart sizes; previously, all collection carts were large-sized 92-gallon carts. The ability to pick cart sizes combined with the PAYT model, where price incentives encourage smaller trash carts, resulted in the following average monthly cart choice averages: 10% large trash cart (95 gallon), 60% medium trash cart (65 gallon), 30% small trash cart (35 gallon). Pulling from the latest month's data for compost carts, almost all (97%) are small carts; for recycling, the breakdown is large (71%), medium (18%), and small (11%). The average breakdown of sizes was fairly consistent month-to-month after start of service, though the exact mix of sizes varied slightly monthly which is to be expected as people find the right size carts for their household or experience a change in circumstance. Residents can change their sizes up to three times per year for no charge. Only seven homes have opted to pay for extra bins beyond the standard set included (one recycle; six trash), meaning current service levels are working well for most people.

ELECTRIC COLLECTION VEHICLES

Superior was the third municipality in America to convert to an electric vehicle (EV) collection fleet. The EV trucks have been running since the start of the contract and have generally been comparable to traditional Compressed Natural Gas (CNG)/Diesel trucks in terms of operation time. The trucks have had uptimes since the start of the contract of 85%, and over the past three months have been at 90%. If EV trucks are not available, then Republic has been using CNG trucks, which run using Renewable Natural Gas, a biogas made from the decomposition of organic matter that typically comes from captured methane processes at places like landfills and water treatment plants. According to the World Resource Institute, renewable natural gas avoids more emissions than it generates, leading to a net-negative intensity. However, Republic remains committed to servicing Superior with EVs and will be adding an additional nine EV trucks to

their local fleet by the end of the year, which will provide back-up capacity to backfill routes with EVs if any trucks are down in the future.

COMPOST SERVICE

Included curbside compost is a new service for residents and as of the last report from September 30, 757 homes or 65% of households on the Town contract have kept their compost carts.

Because curbside compost is a new service for many residents and requires people to change their behavior, staff wrote and received a Boulder County Sustainability Grant to work with consultants to design a behavior change campaign and identify messages that would resonate with Superior residents. Our goals were to increase awareness and participation in Town composting service, as well as to better understand opportunities and challenges related to composting.

Based on results from a survey sent to residents served under the Town contract, we found that the majority believe composting is important. There is a small proportion (13%) that said composting is “Not important,” and if “unsure” or “don’t have an opinion” responses are eliminated, 82% of Superior residents surveyed believe composting is at least somewhat important. Additionally, the survey helped break out segments of the population based on respondents’ composting beliefs as well as reported composting behavior; 37% were pro-composting, 56% were neutral and 7% were anti-composting.

Staff worked with the consultant team to complete follow-up message testing with members of the neutral segment, the group most likely to change their behavior, based on some themes of the survey. An interesting finding, the idea that a resident can save money with a smaller cart was not as compelling as messages related to extending the life of landfills to preserving natural lands and ideas related to why it matters to divert even a small amount of organics waste. From these foundational pieces of data, the Town has worked with the consultants to launch the [“Every Scrap Matters”](#) campaign this fall. Staff chose a fun tone to engage people with waste and piloted new approaches like a compost magician, a sorting game with bigger prizes and a new mascot, Miss Peel. Additionally, campaign giveaways were based on what we learned from residents, which showed that making it more convenient through compostable bag or countertop compost caddy giveaways was compelling to people; we chose an unbranded, charcoal filter caddy based on advisory committee input to increase the appeal as much as possible and overcome another barrier related to fears around odor. There will be a survey at the end of the campaign to assess results, success metrics analysis, a next steps report (behavior change is a long-term project) and a written report to fully document this innovative new process.

DIVERSION DATA

Working with Republic has greatly improved the quality and frequency of Town waste data. Not only do we get the diversion and cart choice data monthly, but the frequent reporting also allows us to address any issues as they happen. The 6-month average for 2025 Town service collection is currently at 36.8% diversion, which represents how much of the waste stream (i.e. compost and recycling) was kept from the landfill just from Superior’s Republic customers. Because all haulers are required by our hauler licensing requirement to report their diversion numbers annually through Boulder County’s re-TRAC system, we should be able to track Town contract diversion, non-Town contract residential diversion and Community-wide diversion (which will

include things like the Town Yard Waste Site tonnages, reuse volume from programs like our Resource Central pickup partnership and others) data.

Part of the importance of real time data concerns quality control. In updating our [Sustainability Dashboard](#), staff uncovered a reporting error related to previous years' Waste Connection data submitted via re-TRAC, where they only reported Town contract diversion and not data related to the Rock Creek HOA contract collection making the Town's diversion numbers look higher. While we continue to work with partners to quality check and update data, it looks like the overall Community-wide diversion statistics are now 25% for 2023 and 26% diversion for 2024. Once confirmed, community diversion will be updated on the dashboard and in other Town records.

REIMBURSEMENT FOR RECYCLING THROUGH STATE PROGRAM

A key upcoming policy for Council to be aware of that may impact costs related to recycling and also materials that can be recycled is House Bill 22-1355, the Producer Responsibility Program for Statewide Recycling Act, more often referred to as [Extended Producer Responsibility \(EPR\)](#). This legislation seeks to transform the state's recycling landscape by making producers responsible for the end-of-life management of their packaging materials and paper products. Goals include utilizing the dues paid by producers of covered materials to provide a sustainable funding mechanism for recycling services and infrastructure across all of Colorado. This program will transform many facets of recycling in Colorado, including but not limited to changing what materials are able to be recycled, recycling infrastructure and reimbursing some of the costs of recycling. The plan has not yet been formally adopted by Colorado Department of Health and Environment, but assuming it is adopted around the end of the year, there will be residential recycling reimbursements to municipalities for residential contracts likely starting summer of 2026 and we will know more about how the process will work on the recycling center side as well, with possible materials changes and additional reimbursements.

Staff is tracking updates from the Circular Alliance Action (CAA), who is managing this process. The Town will complete the request for reimbursement (RFR) when it's open and is working with Republic where needed, including to breakout a cost for recycling. The Town is also exploring the possibility of reimbursement for outreach and education related to EPR. CAA has signaled that municipalities who either have contracts, like Superior, or who manage their own waste utility internally, will be the first group to receive reimbursements from the program.

REPUBLIC'S SUSTAINABILITY INVESTMENTS

Republic Services recently invested \$4 million in a new organics processing transfer station at the Foothills Landfill near Golden, which will be used to pre-process organics collected at the curb to remove contamination. This site uses a trammel to sort out any items that do not belong in the organics stream, resulting in a cleaner finished product. Once processed at this facility, it will be transloaded to a truck and then taken to Republic's organics facility in Bennett, Colorado, where it will be processed again to remove any outstanding contamination, then utilized to make compost. Republic is also expanding the capacity of its Bennett facility, so it will be able to process over 30,000 tons of organic materials each year.

Republic Services is also in the planning stages of siting, then constructing, two Renewable Natural Gas plants at both the Foothills Landfill and the Tower Landfill located in Commerce City. These plants will be able to clean the methane that these landfills generate to pipeline-grade natural gas. These two projects will help Republic make progress towards its long-term sustainability goal of beneficially reusing 50% more biogas by 2030.

Republic has invested millions of dollars in plastic circularity on both Polymer Centers that they own, and a joint venture called Blue Polymers. Republic's polymer centers' innovative secondary-sorting process is designed to enable true packaging circularity. Currently, most plastics collected at recycling centers are downgraded, meaning the resulting product is of less high quality than the original, which is not a truly circular process (unlike something like aluminum, which can be made into the same high-quality product again and again with recycling). Examples of downcycling products include carpet, clothing, plastic bags, and furniture products, all of which are likely to be landfilled at the end of their life.

The three types of plastics that are best-suited for full circularity are PET (water or soda bottles, HDPE (milk or detergent jugs), and PP (yogurt cups, margarine tubs). These three types of plastics can all be utilized and turned back into other plastic containers. Republic's new facilities have new ways to process and create flakes or pellets from these materials that can more efficiently be made into new products.

All the plastic that Republic collects in Colorado is sent to the Polymer and Blue Polymer centers, except for the plastics that are collected in Boulder County. Republic has been talking with Eco-Cycle and Boulder County to buy the plastics processed at the Boulder County recycling center for use at its polymer center network and is interested in community support for this coordination.

ATTACHMENTS

- Educational and outreach materials examples



Sustainability in Action

OOPS!

Your materials do not meet collection requirements. Before your next collection, please address the issue(s) checked below:

TRASH

- ☐ Contaminated with _____
- ☐ Bags outside the cart
- ☐ Cart is blocked or not curbside
- ☐ Cart lid is not fully closed
- ☐ Overweight – cart is too heavy
- ☐ Other: _____

RECYCLING

- ☐ Contaminated with _____
- ☐ Cart is blocked or not curbside
- ☐ Cart lid is not fully closed
- ☐ Other: _____

COMPOST

- ☐ Contaminated with _____
- ☐ Bags outside the cart
- ☐ Cart is blocked or not curbside
- ☐ Cart lid is not fully closed
- ☐ Overweight – cart is too heavy
- ☐ Other: _____

**Thank you for sorting your materials
into the correct carts.**

303.286.0800

RepublicServices.com/municipality/superior-co



Sustainability in Action

REMINDERS

- ▶ Please place carts out by 7 a.m.
- ▶ Place carts 2 feet apart with lids opening toward the street/alley
- ▶ Place carts at least 3 feet from cars, trees and mailboxes (our truck arms need clear overhead access to empty carts)
- ▶ Place wheels as close as possible to the curb or edge of road

303.286.0800

**[RepublicServices.com/municipality/
superior-co](https://RepublicServices.com/municipality/superior-co)**



Town of Superior Recycling & Compost Guidelines

✓ Acceptable Recycling Items (do not bag recyclables)



Paper & Cardboard
Please flatten all cardboard



Food & Beverage Cartons
Empty, rinse and reattach caps (do not flatten)



Plastic Bottles, Jugs, Tubs & Jars
Take-out containers, clamshell containers, detergent bottles, water bottles, prescription bottles (over 2") etc. Empty and rinse (reattach plastic screw-top caps and do not flatten)



Glass Bottles & Jars
Remove metal lids



Aluminum Foil
Shape foil into balls 2" or larger



Rigid Plastics
Flower pots, buckets, crates, hard plastic four-and six-pack holders

✓ Acceptable Compost Items



Yard Plants & Trimmings
Grass clippings, leaves, small branches and plant trimmings



Food Scraps
Coffee grounds, eggshells, meat, bones, fruit and vegetable scraps

✗ Unacceptable Recycling Items

- Plastic bags/plastic film
- Styrofoam™
- Compostable service ware
- Food and liquids
- Lotion/toothpaste tubes
- Frozen food boxes
- Plastic-coated paper
- Plastic cups
- Latex gloves
- Scrap metal
- Drinking glasses
- Ceramics
- Shredded paper
- Sharps and medical waste
- Explosives
- Hazardous materials
- Prescription bottles smaller than 2"



Sustainability in Action

Town of Superior 2025 Collection Calendar

Your service day is **Monday**

- Holiday - No service ||| Holiday service delayed one day
- Recycling & Trash Recycling, Trash & Compost



5075 E. 74th Ave.
Commerce City, CO 80022

JANUARY

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OCTOBER

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DECEMBER

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John Smith
111 Main Street
Anywhere, AZ 00000

Please Call Me!

We have been unable to reach you by telephone concerning your trash service.
Please contact our office before _____

Customer Name: _____

Account Number: _____

Please Call

Representative: _____

Phone Number: _____

Thank you for your assistance.
We appreciate your business.

©2024 Republic Services, Inc.



Sustainability in Action



5075 East 74th Ave.
Commerce City, CO 80022

**Important Notice
About Your
Collection Service**

Town of Superior

Three Cart Program Update

SUPERIOR THREE CART PROGRAM

- New service started March 31
- 1,162 households
- Compost included
- EV truck collection
- Volume-based pricing
- Education included in contract



Cart Size Choices

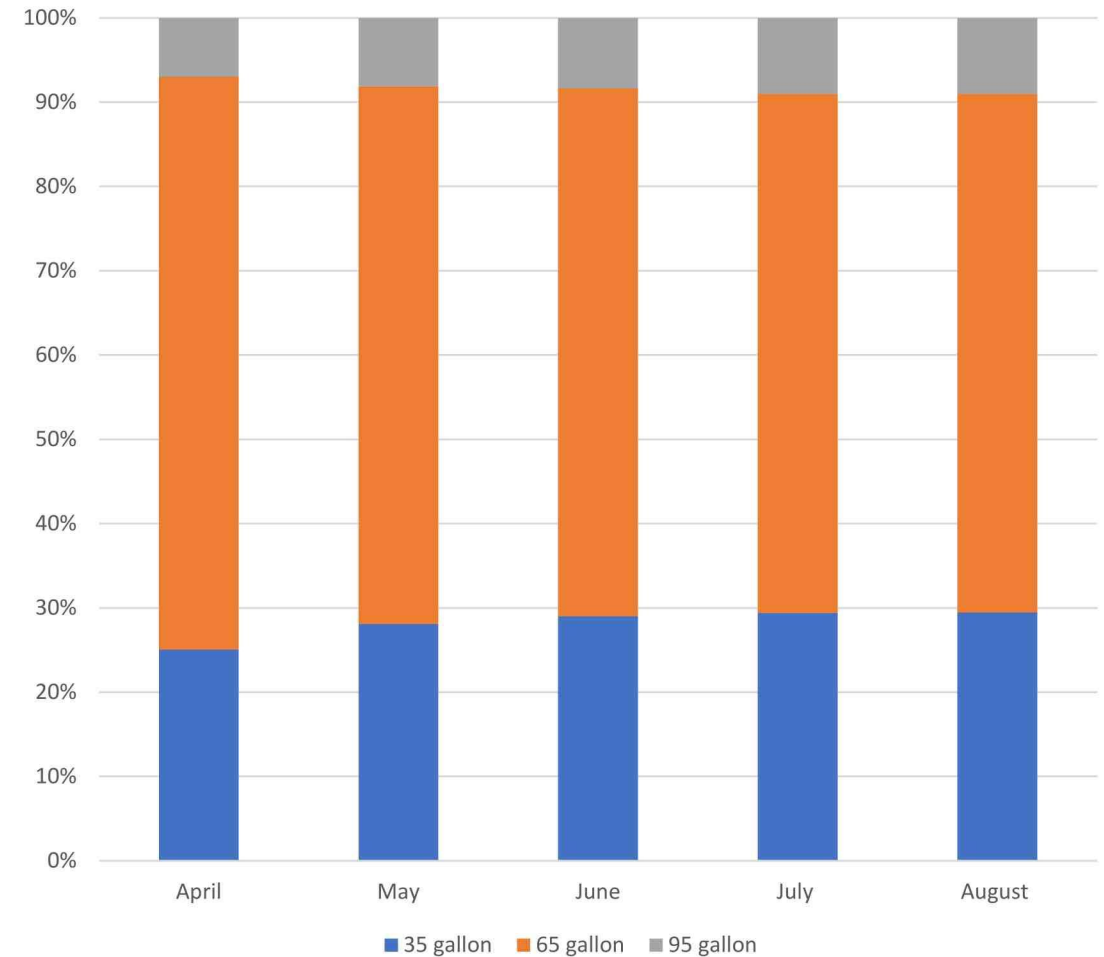


Pay-as-you-throw or volume-based pricing

Breakdown per month is approx.:

- 10% large trash
- 60% medium trash
- 30% small trash

Trash Cart Sizes



Cart Size Choices

Monthly average cart breakdown compost:

- 98% small carts



Monthly average cart breakdown recycling:

- 71% large
- 18% medium
- 11% small

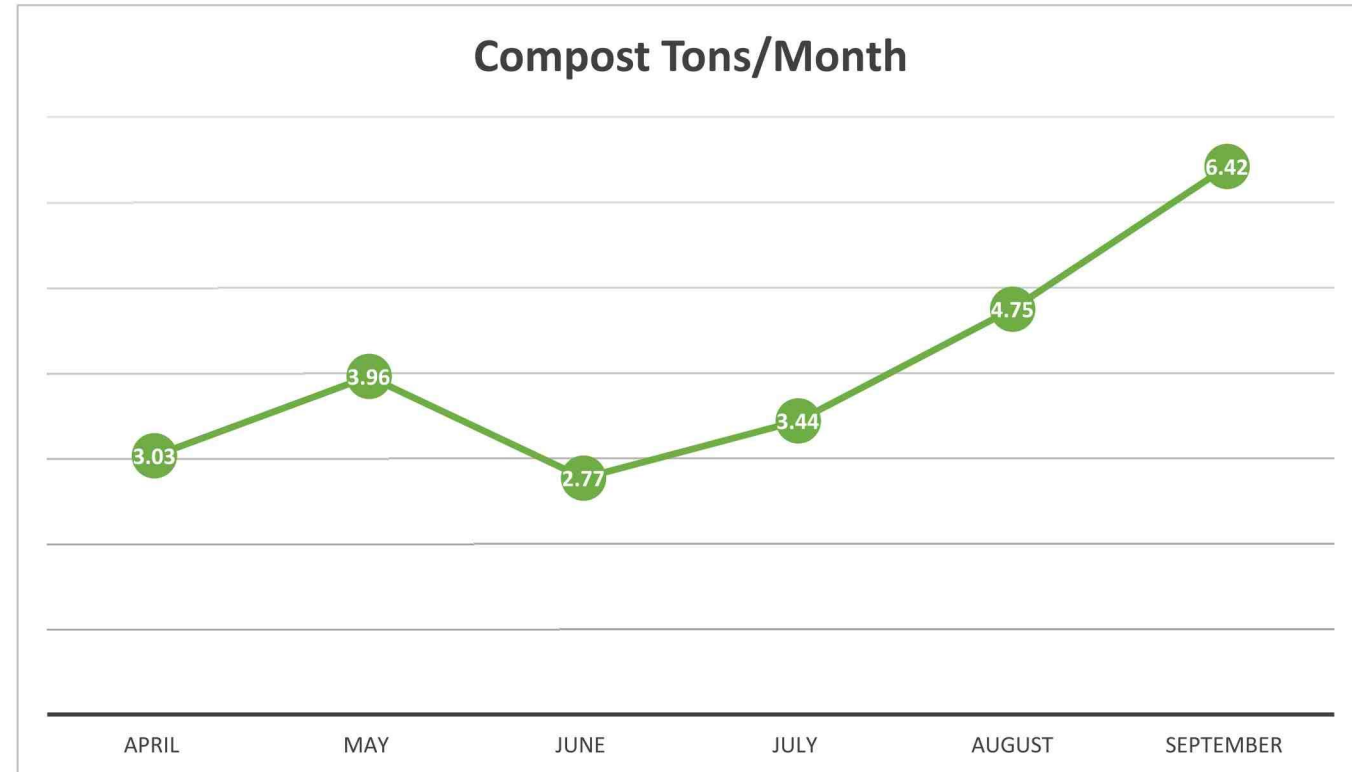


Residents with extra carts

- 7

Compost Collection

- Successful roll out of included compost service
- 757 (65%) homes have compost carts
- Working to continue to increase collection and diversion



Behavior Change Campaign

- Funded through Boulder County Sustainability Grant
- Increasing participation, compost education and greater composting awareness
- Town's campaign, messaging and pop-ups
- Eye toward the future



Diversion Rate

Republic:

- Improved data quality; monthly reports
- **6 month average for 2025: 36.8%**

Previous Town diversion data:

- Uncovered a reporting error this year
- Shifted prior year diversion statistics. Likely 25% diversion in 2023, 26% diversion in 2024
- Once confirmed, community diversion will be updated on the dashboard
- Moving forward, we should be able to show Town contract residential, non-contract residential and Community-wide diversion statistics



Reimbursement for Recycling through State Program

Recycling Extended Producer Responsibility (EPR)

- House Bill 22-1355 Producer Responsibility Program for Statewide Recycling Act established EPR. This legislation seeks to transform the state's recycling landscape by making producers responsible for the end-of-life management of their packaging materials and paper products
- Goals include utilizing the dues paid by producers of covered materials to provide a sustainable funding mechanism for recycling services and infrastructure across all of Colorado.
- If the plan is formally adopted by CDPHE, there will with reimbursements likely starting summer of 2026.
- Staff is tracking updates from the Circular Alliance Action (CAA), who is managing this process. The Town will complete the request for reimbursement (RFR) when it's open.

Town of Superior: Republic Services Update

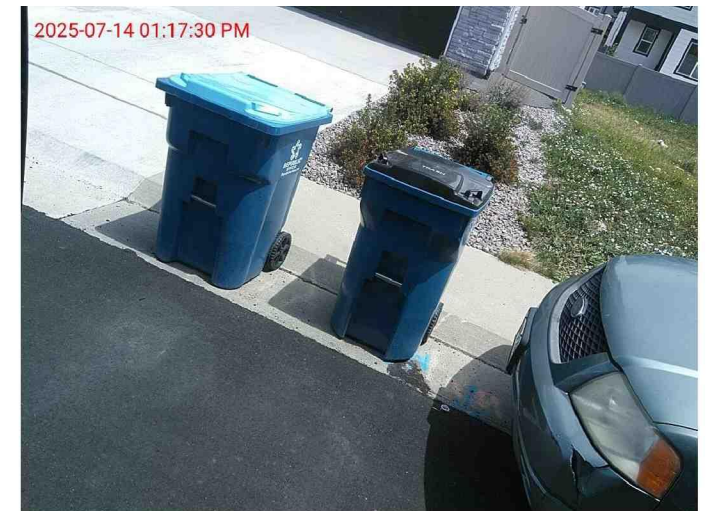
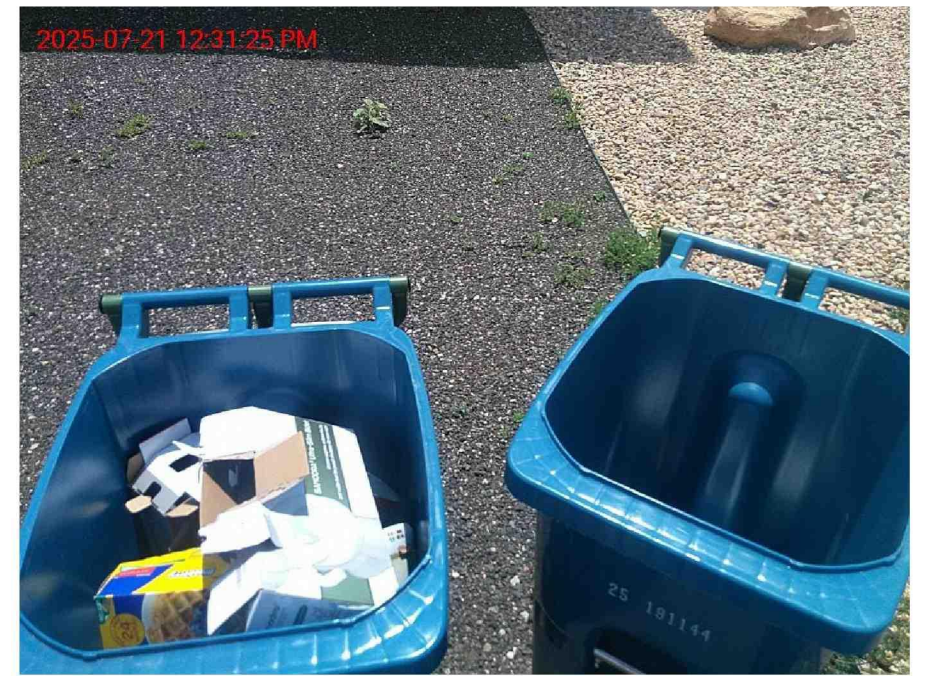
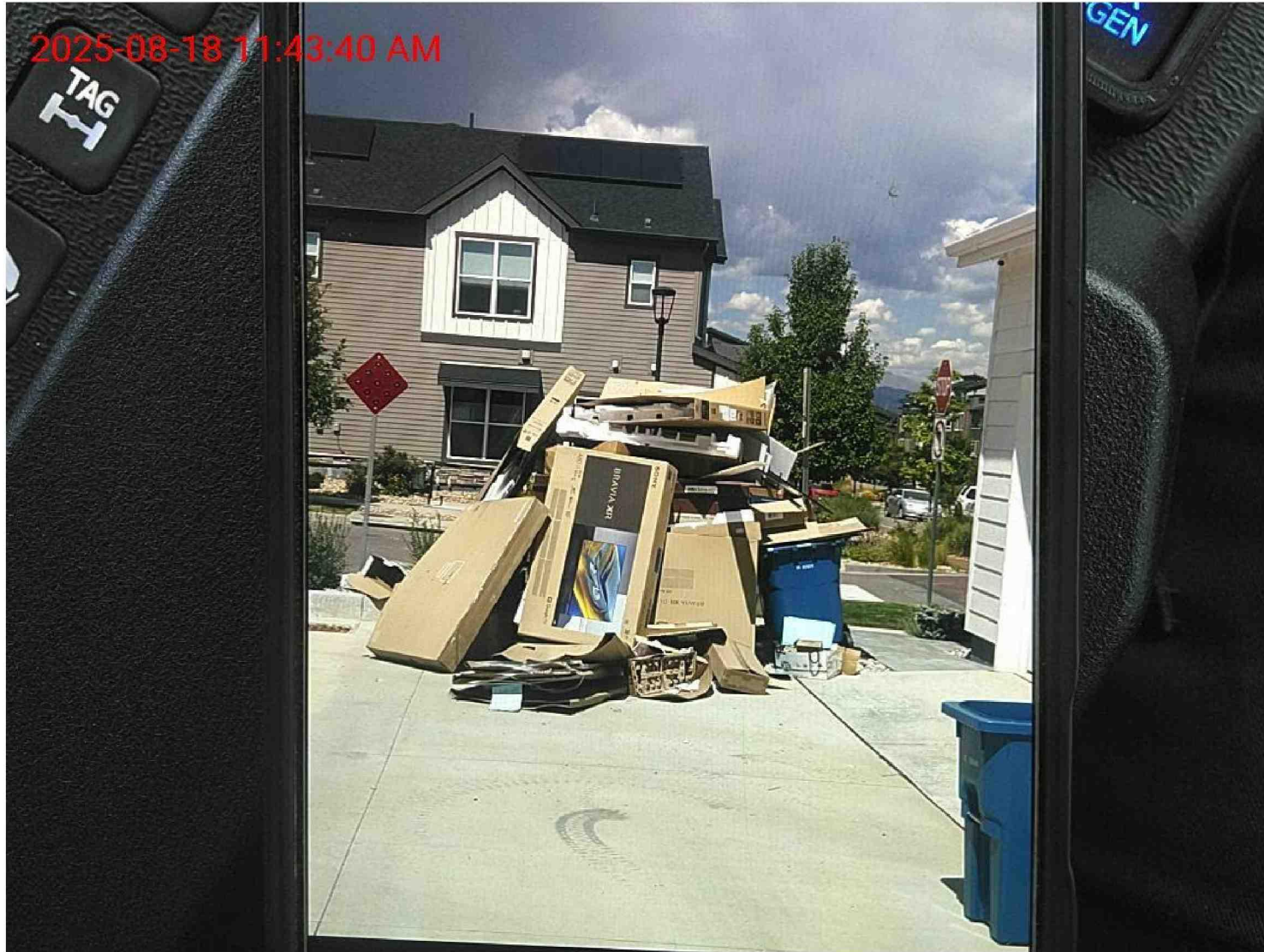
Continuing to evolve, from a focus on Recycling and Solid Waste, to Circularity, Environmental Services and Climate Action benefits.



Republic's Operational Experience in Superior

- The program rollout was very successful with only a few glitches, and was a great partnership between our Municipal Team, Operations Team, and Town Staff.
- The Community has been amazing, the kick-off touch-a-truck event in partnership with the Town was a great success.
- No major significant contamination issues or service challenges, and in the last two months, only three issues.
- Republic educational efforts: mailers, oops tags, events





EV RESEARCH LEADS TO FULL CONVERSIONS

Municipal Conversion Program

- Superior was the third municipality in America to convert to an EV fleet.
- EV Trucks are running very well, and are currently having uptimes since April of 85%, and over the past three months at 90%.
- The rear load truck was the one that brought down the average; however, in the last two months, that truck has been hitting uptimes of 100%.
- We have added a 5th EV truck to our fleet in Colorado and will be receiving an additional 9 trucks around the November timeframe.

Technology Research Program

- Internal program to place and evaluate trucks in various market and terrain conditions
- Entering 4th year with trucks on routes
- Expanding research trucks to 24 markets in 2024



Republic Services is the largest Organics Diversion Company in the Country



Foothills Landfill Organics
Transfer Station-
A nearly \$4 million project.

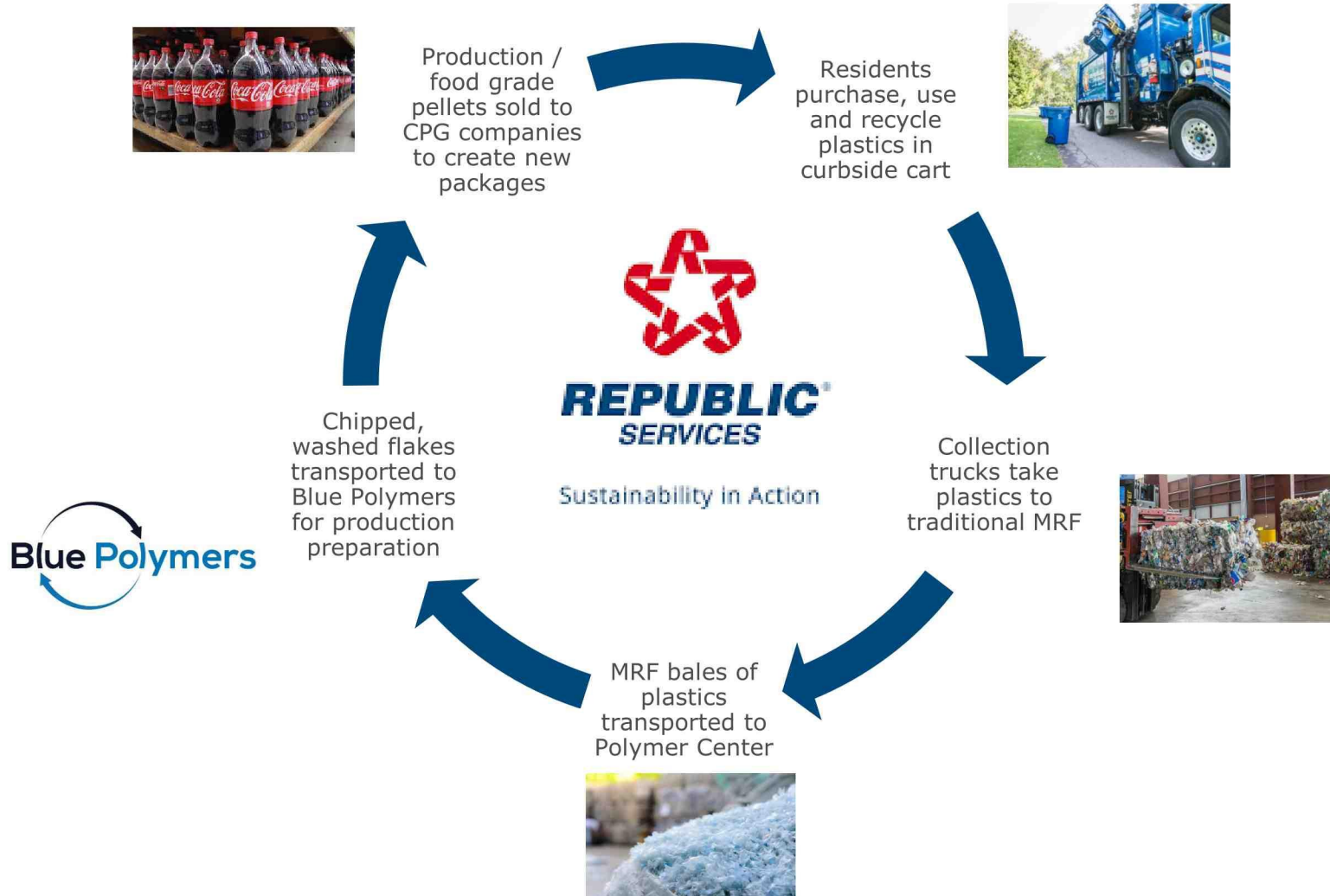


What is Republic currently doing in Colorado?

- Expanding Facilities
- Adding Facilities
- Finding and Developing Partnerships

Republic is looking to expand organics diversion in Colorado, including commercial food waste.

PLASTIC CIRCULARITY UPDATE – POLYMER CENTERS AND BLUE POLYMERS



Polymer Centers

- Center #1 opened in Las Vegas in Dec 2023
- Center #2 opened in Indianapolis in March
- Center #3 announced in Allentown, Penn, in August

Blue Polymers

- Blue Polymer #1 – Buckeye, Az opened
- Blue Polymer #2 – Co-located in Indianapolis with Polymer Center
- Blue Polymer #3 Co-located in Allentown.



Sustainability in Action

Steve Gilmore

Municipal Relationship Manager
Denver Metro Region and Colorado Springs

e: sgilmore@republicservices

c: 425-628.3144



Member of
**Dow Jones
Sustainability Indices**

Powered by the S&P Global CSA

Sustainability Yearbook
Member 2023

S&P Global



Notes
Open Space Advisory Committee (OSAC)
October 1, 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: Rita, Joann, Cristi, Tracey, Amber, Todd, Mike, Kara
 - Absent: n/a
 - Staff Present: Leslie, Phary, Trustee Stephanie Miller
 - b. Approval of Agenda (6:05)
 - c. Public Comment (limit 5 minutes/person) (6:07) Peter Ruprecht (who has been the lead for the town's raptor program for the last seven years) highlighted that 15 species of raptors were recorded this year, including two rare owl species. He recommended the town consider using cameras to live stream raptor activity and promote resident interest.
3. OSAC Discussion Items
 - a. Staff & Town Council Liaison Updates (6:09)
 - Goats to return to Superior in November, at Autrey Park
 - Discussed possible purchase and installation of trail counters
 - Prairie Dog fence going in near Coal Creek Crossing
 - Oct 4th Owls & Bats Walk 5:30 pm-7:30 pm, Community Park
 - Coyote Ridge Parking lot & ADA trail out to bid-due Friday
 - Discussed the Town Council vote (6-1) against the measure to re-zone Town 15 from planned development to open space and recreation.
 - b. Town Council Meeting Issues- no new proposals for Town Council (6:27)
 - c. Open Space Management Plan- no updates (6:50)
 - d. Approval of 919 Property Purchase (6:54)

- Rita made the motion that once this property is purchased that Town Council re-zone the property to Open Space-Natural
 - Amber seconded the motion
 - All OSAC members then voted unanimously to support the motion
- e. Trail Ranking Review (6:55)
 - OSAC members completed this document
 - It will be used to prioritize future trail construction budget requests
- f. Rodenticides Plan Campaign (7:05)
 - Town Staff is working on a communication plan to submit to town Home Owner Associations
- g. Finish Annual Workplan & Ratify (7:07)
 - Kara made a motion for Town Council to approve the 2026 OSAC Work Plan
 - Tracey seconded the motion
 - All OSAC members then voted unanimously to support the motion
- h. OSAC Roundtable (7:20)
 - The Marshall Fire Remembrance moving forward with artist interviews
- i. Reminders (7:34)
 - OSAC members signed up for 2026 monthly note taking requirement
 - OSAC invited Louisville's Open Space team to November OSAC meeting
- 4. Standing Updates
 - a. Raptor Program (7:37)
 - Town Staff will email Town Council the updated Raptor Report
 - b. Wildlife Monitoring Program (7:42)
 - Wildlife monitoring cameras will be moved to gain an understanding of wildlife corridors
 - c. Wildfire Update (7:46)
 - In Lanterns community, an effort is underway to remove juniper trees
 - d. Prairie Dog Update- none (7:50)
 - e. Habitat Preservation Update- nothing further (7:55)
 - f. Grant Asks- nothing further (7:55)
 - g. Communications Update- nothing further (7:56)
- 5. Adjourn (8:02)



**Meeting Notes
Superior Youth Leadership Council
October 1, 2025
6:30 PM
Superior Community Center
1500 Coalton Road**

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

1. Call Meeting to Order
2. Preliminary Matters
 - a. Roll Call
 - b. Approval of Agenda
 - c. Public Comment (limit 5 minutes/person)
 - i. No public comment.
3. SYLC candidate interview
 - a. Sara Martinez
 - i. Cancelled and replaced with a team building exercise.
4. Discussion Items
 - a. Monster Mash
 - i. Event to be held October 25, 2025, at the Superior Community Center from 5 pm to 8 pm.
 - ii. Work group decisions.
 1. The work group has decided on activities to be held at Monster Mash and present them to the committee.
 2. Next work group meeting will be decided in the next few days to finalize on supplies that are to be ordered.
 - iii. Volunteer roles have been assigned for the event.

1. A schedule of events has been created and volunteers are to arrive between 2 pm to 3 pm for event set up.
 - iv. Trunk or Treat update.
 1. Currently have 6 businesses signed up and the committee will be reaching out to more businesses to increase turnout.
 - v. Supplies / decorations to order.
 1. The committee will be utilizing a lot of material from the past year's event to decorate this upcoming one. A budget of \$1000 was approved to purchase supplies for this event.
 - b. Work Plan review for 2026
 - i. Staff presented the work plan from 2025 as material for the committee to think on over the next month. The committee will work on their new work plan at November's meeting.
5. Staff Updates
- a. No staff updates.
6. Council Updates
- a. The council liaison presented updates to the committee over decisions about the pool renovations.
7. Adjourn



EXTRA MILE DAY PROCLAMATION

WHEREAS, Superior is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively "go the extra mile" in personal effort, volunteerism, and service; and

WHEREAS, Superior is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, Superior is a community which chooses to shine a light on and celebrate individuals and organizations within its community who "go the extra mile" in order to make a difference and lift up fellow members of their community; and

WHEREAS, the Town of Superior acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support "Extra Mile Day" on November 1, 2025.

NOW, THEREFORE, BE IT PROCLAIMED, the Mayor and Town Council of The Town of Superior hereby proclaims November 1, 2025, to be Extra Mile Day. I urge each individual in the community to take time on this day to not only "go the extra mile" in his or her own life, but also to acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

PROCLAIMED this 27th day of October, 2025.

Mark Lacis, Mayor



Item Number 5d

Information for Meeting of the Superior Town Council

Agenda Item Name: Resolution – Approving an Agreement with Powell Restoration, Inc. for the Coyote Ridge Trailhead Construction

Meeting Date: October 27, 2025

Presented by: Brannon Richards, PWU Director
Leslie Clark, PROS Director
Jordan Hayes, Project Manager

Presented for: Action

Background

The Town acquired 182 acres of undeveloped land from Century Link in 2020. This, combined with existing Town open space, created 292 acres designated as Coyote Ridge Open Space. This newly acquired land was re-zoned as Open Space Natural in 2021. In 2023 the Town engaged SuperBloom Landscape Architecture to conduct public engagement and development of the Coyote Ridge Open Space Master Plan. The Coyote Ridge Master Plan resulted in several recommendations, including improved access to Coyote Ridge, trailhead improvements, and wayfinding signs.

Town residents have informally used a small CDOT parcel along the north side of Highway 128, just east of the Hwy 128/McCaslin intersection, for parking and access to the south edge of Coyote Ridge Open Space. Staff inquired with CDOT regarding the use of a portion of this area for a formal parking area, and CDOT approved the Town's use of this property. The land conveyance from CDOT to the Town was approved in August of 2024. This .48-acre parcel will provide land needed to develop a gravel parking lot, a trailhead area for Coyote Ridge trails and trailhead wayfinding signs. In addition, a formal parking area will facilitate positive use of this area for trail access, interpretive learning, and safe enjoyment of mountain vistas to the west. This project will include the construction of parking lot with area fencing and access gates, and a new .25-mile accessible trail connecting to the existing St. Francis Trail. Development of trailhead, wayfinding and regulatory signage will follow the construction of the parking lot and trail as phase II of this project.

Selection Process

The project was solicited according to the Town's procurement policies. A request for bids (RFB) was posted on BidNet and the Town website with 129 firms downloading the solicitation. A total of 12 bids were received with Powel Restoration being the low bidder in the amount of \$104,377.25. Staff contacted references provided by Powell Restoration for similar work with feedback being positive.

Schedule

Construction will begin in November and should be completed in 3 months, depending on weather. Substantial completion is anticipated by the end of March.

Budget Implications

This project will be funded through the Open Space Budget: Coyote Ridge Trailhead and Wayfinding (71-471-6907)

Project	Year	Budget Amount	Design & Traffic Study	Funds Available	Construction
Coyote Ridge Trailhead	2024-2026	\$145,000	\$12,662	\$132,338	\$104,337.25

Recommendation

Based on the qualifications received and reviewed, staff recommend awarding Powell Restoration the contract for the Coyote Ridge Trailhead Construct in the amount of \$104,377.25.

Motion

Move to adopt a Resolution approving an Agreement with Powell Restoration, Inc. to construct the Coyote Ridge Trailhead in the amount of \$104,377.25.

Attachments

- Attachment 1 – Resolution
- Attachment 2 – Construction Contract
- Attachment 3 – Bid Tab
- Attachment 4 – Powell Restoration Bid
- Attachment 5 – Construction Drawings

**Town of Superior
Resolution Number R-82
Series 2025**

**A Resolution of the Town Council of the Town of Superior approving
an Agreement with Powell Restoration for the construction of the
Coyote Ridge Trailhead Project**

Whereas, the Town desires to improve access to the Coyote Ridge Open Space as suggested in the Coyote Ridge Open Space Master Plan; and

Whereas, the Town Council finds it in the best interest of the public health, safety and welfare of the Town to enter into an agreement with Powell Restoration to construct the Coyote Ridge Trailhead Project.

Now, therefore, be it resolved by the Town Council of the Town of Superior, Colorado, as follows:

Section 1. The Construction Contract between the Town and Powell Restoration 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 Construction Contract on behalf of the Town.

Adopted this 27th day of October, 2025.

Mark Lacis, Mayor

Attest:

Shannon Dujardin, Town Clerk

CONSTRUCTION CONTRACT (SHORT FORM)

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered into this 27 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 Powell Restoration, Inc., an independent contractor with a principal place of business at 6395 Brighton Blvd, Commerce City, CO 80022 ("Contractor") (each a "Party" and collectively the "Parties").

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

I. SCOPE OF WORK

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 Work set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. No change to the Scope of Work, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the Town.

II. TERM AND TERMINATION

A. Contractor shall complete the Scope of Work on or before March 30, 2026.

B. This Contract shall terminate when all the work described in the Scope of Work is completed to the Town's satisfaction (final acceptance), or upon the Town's providing Contractor with 30 days advance written notice, whichever occurs first; provided that the indemnification and warranty provisions of this Contract shall survive termination.

III. COMPENSATION

Upon final acceptance by the Town of the work set forth in the Scope of Work, the Town shall pay Contractor an amount not to exceed \$104,337.25 (the "Contract Price"), subject to the requirements of C.R.S. § 38-26-107. If Contractor completes the Scope of Work for a lesser amount than the Contract Price, Contractor shall be paid the lesser amount.

IV. INDEPENDENT CONTRACTOR

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

V. RESPONSIBILITY

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

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

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

VI. OWNERSHIP

Any materials, items, and work specified in the Scope of Work, 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 Work 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.

VII. INSURANCE

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

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers,

employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

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

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

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, 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 Contract, to the extent that such injury, loss or damage is attributable to 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 of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims, damages, losses, expenses or demands at the sole expense of Contractor, or at the option of the Town, Contractor agrees to pay the Town or reimburse the Town for defense costs incurred by the Town in connection with any such liability, claims, damages, losses, expenses or demands. Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent. This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent. Contractor's liability under this 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 Contract, the extent of Contractor's obligation to defend, 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 of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. KEEP JOBS IN COLORADO ACT

Pursuant to the Keep Jobs in Colorado Act, C.R.S. § 8-17-101, *et seq.* (the "Act"), and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment

implementing the Act (the "Rules"), Contractor shall employ Colorado labor to perform at least 80% of the work under this Contract and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section, "Colorado labor" means a person who is a resident of the state of Colorado at the time of this Contract, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a *bona fide* qualification. A resident of the state of Colorado is a person with a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last 30 days. Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed \$500,000 in the aggregate for any fiscal year.

X. WARRANTY

Contractor shall warrant and guarantee all materials furnished and work performed by Contractor under this Contract for a period of 2 years from the date of final acceptance by the Town. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Town, any portion of the work or materials that fails or is defective, unsound, unsatisfactory because of materials or workmanship, or that is not in conformity with the provisions of the Contract. The expiration of the warranty period 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.

XI. BONDS

Within 10 days of the date of this Contract, Contractor shall furnish a Payment and Performance Bond in the full amount of the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under this Contract, including the warranty. The bond shall remain in effect at least until 2 years after the date of final acceptance.

XII. LIQUIDATED DAMAGES

A. Because time is of the essence and delayed performance constitutes a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty. For each day that all of the work described in the Scope of Work is delayed beyond the deadline set forth in Section II hereof, Contractor shall be assessed the amount of \$250 per day.

B. Allowing Contractor to continue and finish the Scope of Work or any part thereof after the deadline set forth in Section II hereof shall not operate as a waiver on the part of the Town of any of its rights under this Contract. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the Scope of Work. Liquidated damages may be deducted from any payment due Contractor or any retainage held. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town within 30 days of notice thereof.

XIII. MISCELLANEOUS

A. *Governing Law and Venue.* This Contract 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. *Integration.* This Contract and any attached exhibits constitute the entire agreement between Contractor and the Town, superseding all prior oral or written communications.

C. *Third Parties.* There are no intended third-party beneficiaries to this Contract.

D. *Notice.* Any notice under this Contract 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 included on the first page of this Contract.

E. *Severability.* If any provision of this Contract 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.

F. *Modification.* This Contract may only be modified upon written agreement of the Parties.

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

H. *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 Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

I. *Rights and Remedies.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Contract. The rights and remedies of the Town under this Contract are in addition to any other rights and remedies provided by law. The expiration of this Contract 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.

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

IN WITNESS WHEREOF, the Parties have executed this Contract 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 WORK

The construction of a trail and associated trailhead located off of State Highway 128. This includes the construction of an asphalt access, a crushed asphalt parking lot, split rail fencing, farm gates, and a crusher fines trail.

Construction shall be completed in accordance with the attached plans and specifications.



Town of Superior Coyote Ridge Trailhead																	
Item Number	Item Description	Estimated Quantity	Unit	Winchester Co.		Goodland		Nakapuna		Arrow J		American Contractors		Elite Industries		Denver Dirt Works	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	MOBILIZATION, DEMOBILIZATION, PERMITS, FEES, LICENSES, ADMINISTRATION	1	LS	\$6,000.00	\$6,000.00	\$ 20,000.00	\$20,000.00	\$13,912.00	\$13,912.00	\$37,593.85	\$37,593.85	\$15,582.50	\$15,582.50	\$20,038.00	\$20,038.00	\$16,000.00	\$16,000.00
2	TRAFFIC AND PEDESTRIAN CONTROL	1	LS	\$25,000.00	\$25,000.00	\$ 25,000.00	\$25,000.00	\$10,553.00	\$10,553.00	\$7,205.00	\$7,205.00	\$2,415.00	\$2,415.00	\$13,900.00	\$13,900.00	\$5,000.00	\$5,000.00
3	SILT FENCE	520	LF	\$1.75	\$910.00	\$ 9.00	\$4,680.00	\$13.21	\$6,869.20	\$2.27	\$1,180.40	\$4.00	\$2,081.50	\$3.00	\$1,560.00	\$1.85	\$962.00
4	VEHICLE TRACKING CONTROL	1	EA	\$6,000.00	\$6,000.00	\$ 2,500.00	\$2,500.00	\$13,911.00	\$13,911.00	\$4,830.00	\$4,830.00	\$2,875.00	\$2,875.00	\$1,800.00	\$1,800.00	\$3,350.00	\$3,350.00
5	RELOCATE CDOT MILLINGS	1	LS	\$16,000.00	\$16,000.00	\$ 5,000.00	\$5,000.00	\$9,902.00	\$9,902.00	\$2,608.00	\$2,608.00	\$2,502.40	\$2,502.40	\$47,500.00	\$47,500.00	\$1,700.00	\$1,700.00
6	ASPHALT PAVING (6" HMA) (S(100) (PG 64-22))	66	TN	\$140.00	\$9,240.00	\$ 200.00	\$13,200.00	\$133.27	\$8,795.82	\$295.00	\$19,470.00	\$287.50	\$18,975.00	\$150.00	\$9,900.00	\$270.00	\$17,820.00
7	CDOT CLASS 6 RECYCLED CONCRETE ABC (12" DEPTH) & 12" MOISTURE CONDITIONED & COMPACTED SUBGRADE	120	TN	\$75.00	\$9,000.00	\$ 80.00	\$9,600.00	\$158.28	\$18,993.60	\$51.00	\$6,120.00	\$234.35	\$28,122.10	\$60.00	\$7,200.00	\$62.00	\$7,440.00
8	PROVIDE AND PLACE SCREENED CRUSHED ASPHALT MILLINGS & 12" MOISTURE CONDITIONED & COMPACTED SUBGRADE	400	TN	\$80.00	\$32,000.00	\$ 50.00	\$20,000.00	\$119.98	\$47,992.00	\$95.00	\$38,000.00	\$42.76	\$17,102.80	\$65.00	\$26,000.00	\$79.00	\$31,600.00
9	4' CRUSHER FINES TRAIL (6" DEPTH) (INCLUDES GEOTEXTILE & 12" MOISTURE CONDITIONED & COMPACTED SUBGRADE	520	SY	\$75.00	\$39,000.00	\$ 36.00	\$18,720.00	\$95.92	\$49,878.40	\$78.20	\$40,664.00	\$52.42	\$27,258.45	\$25.00	\$13,000.00	\$26.00	\$13,520.00
10	NO PARKING SIGNS	7	EA	\$600.00	\$4,200.00	\$ 465.00	\$3,255.00	\$462.00	\$3,234.00	\$315.00	\$2,205.00	\$460.00	\$3,220.00	\$550.00	\$3,850.00	\$271.00	\$1,897.00
11	STOP SIGN	1	EA	\$600.00	\$600.00	\$ 465.00	\$465.00	\$400.00	\$400.00	\$315.00	\$315.00	\$460.00	\$460.00	\$550.00	\$550.00	\$1,025.00	\$1,025.00
12	ADA PARKING SIGN	1	EA	\$600.00	\$600.00	\$ 425.00	\$425.00	\$400.00	\$400.00	\$315.00	\$315.00	\$460.00	\$460.00	\$550.00	\$550.00	\$482.00	\$482.00
13	CONCRETE STOP BLOCKS	13	EA	\$85.00	\$1,105.00	\$ 136.00	\$1,768.00	\$576.92	\$7,499.96	\$115.00	\$1,495.00	\$112.70	\$1,465.10	\$160.00	\$2,080.00	\$181.00	\$2,353.00
14	WOODEN WATER BARS	3	EA	\$150.00	\$450.00	\$ 1,500.00	\$4,500.00	\$814.67	\$2,444.01	\$475.00	\$1,425.00	\$91.62	\$274.85	\$180.00	\$540.00	\$181.00	\$543.00
15	4' HEIGHT WIRE FENCE (INCLUDES STEEL TENSIONING POSTS)	225	LF	\$35.00	\$7,875.00	\$ 30.00	\$6,750.00	\$31.44	\$7,074.00	\$25.75	\$5,793.75	\$28.75	\$6,468.75	\$55.00	\$12,375.00	\$13.50	\$3,037.50
16	16' FARM GATE	2	EA	\$350.00	\$700.00	\$ 571.00	\$1,142.00	\$1,571.50	\$3,143.00	\$595.00	\$1,190.00	\$557.75	\$1,115.50	\$2,000.00	\$4,000.00	\$1,265.00	\$2,530.00
17	POST AND CHAIN SYSTEM	1	LS	\$6,000.00	\$6,000.00	\$ 1,675.00	\$1,675.00	\$1,111.00	\$1,111.00	\$1,425.00	\$1,425.00	\$1,633.00	\$1,633.00	\$2,500.00	\$2,500.00	\$725.00	\$725.00
18	NATIVE SEEDING	1400	SY	\$4.00	\$5,600.00	\$ 1.00	\$1,400.00	\$9.36	\$13,104.00	\$9.60	\$13,440.00	\$1.77	\$2,484.00	\$6.75	\$9,450.00	\$1.85	\$2,590.00
Coyote Ridge Trailhead Project Total:					\$170,280.00		\$140,080.00		\$219,216.99		\$185,275.00		\$134,495.95		\$176,793.00		\$112,574.50

Town of Superior Coyote Ridge Trailhead													
Item Number	Item Description	Estimated Quantity	Unit	Western States Reclamation		Defalco Construction		Randy Kneebone Excavating		Civil Specialties		Powell Restoration	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	MOBILIZATION, DEMOBILIZATION, PERMITS, FEES, LICENSES, ADMINISTRATION	1	LS	\$24,881.00	\$24,881.00	\$31,550.66	\$31,550.66	\$43,764.64	\$43,764.64	\$26,726.62	\$26,726.62	\$16,500.00	\$16,500.00
2	TRAFFIC AND PEDESTRIAN CONTROL	1	LS	\$6,019.00	\$6,019.00	\$13,382.49	\$13,382.49	\$14,095.00	\$14,095.00	\$2,985.00	\$2,985.00	\$5,515.00	\$5,515.00
3	SILT FENCE	520	LF	\$4.00	\$2,080.00	\$3.46	\$1,799.20	\$3.00	\$1,560.00	\$2.47	\$1,284.40	\$2.15	\$1,118.00
4	VEHICLE TRACKING CONTROL	1	EA	\$1,141.00	\$1,141.00	\$4,371.38	\$4,371.38	\$3,500.00	\$3,500.00	\$937.80	\$937.80	\$2,820.00	\$2,820.00
5	RELOCATE CDOT MILLINGS	1	LS	\$5,104.00	\$5,104.00	\$6,765.40	\$6,765.40	\$11,110.00	\$11,110.00	\$1,977.43	\$1,977.43	\$4,355.00	\$4,355.00
6	ASPHALT PAVING (6" HMA) (S(100) (PG 64-22))	66	TN	\$276.00	\$18,216.00	\$231.83	\$15,300.78	\$271.03	\$17,887.98	\$204.84	\$13,519.44	\$210.00	\$13,860.00
7	CDOT CLASS 6 RECYCLED CONCRETE ABC (12" DEPTH) & 12" MOISTURE CONDITIONED & COMPACTED SUBGRADE	120	TN	\$56.00	\$6,720.00	\$69.67	\$8,360.40	\$29.63	\$3,555.60	\$115.06	\$13,807.20	\$76.00	\$9,120.00
8	PROVIDE AND PLACE SCREENED CRUSHED ASPHALT MILLINGS & 12" MOISTURE CONDITIONED & COMPACTED SUBGRADE	400	TN	\$67.00	\$26,800.00	\$61.58	\$24,632.00	\$54.73	\$21,892.00	\$68.20	\$27,280.00	\$45.85	\$18,340.00
9	4' CRUSHER FINES TRAIL (6" DEPTH) (INCLUDES GEOTEXTILE & 12" MOISTURE CONDITIONED & COMPACTED SUBGRADE	520	SY	\$20.00	\$10,400.00	\$99.88	\$51,937.60	\$53.94	\$28,048.80	\$26.53	\$13,795.60	\$26.40	\$13,728.00
10	NO PARKING SIGNS	7	EA	\$288.00	\$2,016.00	\$284.43	\$1,991.01	\$621.88	\$4,353.16	\$460.92	\$3,226.44	\$330.00	\$2,310.00
11	STOP SIGN	1	EA	\$470.00	\$470.00	\$375.18	\$375.18	\$621.88	\$621.88	\$518.42	\$518.42	\$460.00	\$460.00
12	ADA PARKING SIGN	1	EA	\$426.00	\$426.00	\$351.59	\$351.59	\$621.88	\$621.88	\$460.92	\$460.92	\$330.00	\$330.00
13	CONCRETE STOP BLOCKS	13	EA	\$284.00	\$3,692.00	\$363.78	\$4,729.14	\$275.66	\$3,583.58	\$147.45	\$1,916.85	\$330.00	\$4,290.00
14	WOODEN WATER BARS	3	EA	\$627.00	\$1,881.00	\$185.97	\$557.91	\$220.00	\$660.00	\$146.59	\$439.77	\$315.00	\$945.00
15	4' HEIGHT WIRE FENCE (INCLUDES STEEL TENSIONING POSTS)	225	LF	\$30.00	\$6,750.00	\$26.95	\$6,063.75	\$10.80	\$2,430.00	\$11.88	\$2,673.00	\$25.25	\$5,681.25
16	16' FARM GATE	2	EA	\$588.00	\$1,176.00	\$647.35	\$1,294.70	\$970.00	\$1,940.00	\$1,067.00	\$2,134.00	\$610.00	\$1,220.00
17	POST AND CHAIN SYSTEM	1	LS	\$411.00	\$411.00	\$706.20	\$706.20	\$588.00	\$588.00	\$646.80	\$646.80	\$665.00	\$665.00
18	NATIVE SEEDING	1400	SY	\$3.00	\$4,200.00	\$2.74	\$3,836.00	\$3.10	\$4,340.00	\$2.87	\$4,018.00	\$2.20	\$3,080.00
Coyote Ridge Trailhead Project Total:					\$122,383.00		\$178,005.39		\$164,552.52		\$118,347.69		\$104,337.25

BID FORM

The undersigned offers and agrees to furnish all items, upon which the prices are quoted, at the price set opposite each item, if this Bid is accepted within 60 days of the due date. The undersigned also agrees to make delivery, or render service, within 10 days of receipt of the Notice to Proceed. The undersigned certifies that no federal, state, or local tax is included in the quoted prices and that none will be added.

Bidder acknowledges receipt of the following Addenda:

Addendum 1 - 10/06/25	Addendum 2 - 10/08/25

Name of Bidder: Powell Restoration Inc

Address: 6395 Brighton Blvd

Commerce City, CO 80022

Telephone Number: 303-289-4647

BID SUMMARY

Total Base Price:

\$ 104,337.25

One Hundred Four Thousand Three Hundred Thirty Seven dollars and Twenty Five cents
(in words)

BIDDER:

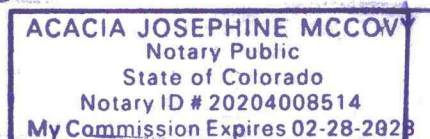
By: [Signature]

STATE OF COLORADO)
) ss.
COUNTY OF Adams)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 13 day of October, 2025, by Derek Botts, as vice president of Powell Restoration Inc.

My commission expires: 02-28-2028

(S E A L)



Notary Public

BID SCHEDULE

To: Jordan Hayes
Town of Superior
124 E. Coal Creek Drive
Superior, CO 80027

Work: Coyote Ridge Trailhead

BID: Pursuant to the request for bids for the above-named work and being familiar with all contractual requirements, therefore, the undersigned Bidder hereby proposes to furnish all labor, materials, tools, supplies, equipment, plant, transportation, services, and all other things necessary for the completion of the contractual work. All other work to complete the work but not specifically itemized shall also be included as incidental to the work cost. Contractor also agrees to pay all taxes and patent documents, within the time of completion of the contractual work and pay all taxes and patent costs, and perform the work in accordance with the time of completion set forth herein, for and in consideration of the following unit and lump sum prices:

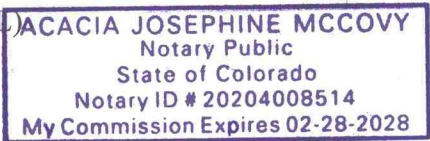
BIDDER:

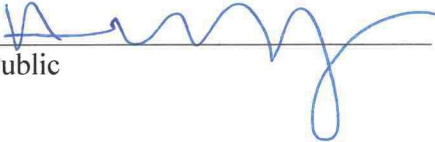
By: 

STATE OF COLORADO)
) ss.
COUNTY OF Adams)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 13 day of October, 2025 by Derek Butts, as Vice President of Powell Restoration Inc.

My commission expires: 02-28-2028

(S E A L) 


Notary Public



Town of Superior					
Coyote Ridge Trailhead					
Item Number	Item Description	Estimated Quantity	Unit	Unit Cost	Total
1	MOBILIZATION, DEMOBILIZATION, PERMITS, FEES, LICENSES, ADMINISTRATION	1	LS	\$16,500.00	\$16,500.00
2	TRAFFIC AND PEDESTRIAN CONTROL	1	LS	\$5,515.00	\$5,515.00
3	SILT FENCE	520	LF	\$2.15	\$1,118.00
4	VEHICLE TRACKING CONTROL	1	EA	\$2,820.00	\$2,820.00
5	RELOCATE CDOT MILLINGS	1	LS	\$4,355.00	\$4,355.00
6	ASPHALT PAVING (6" HMA) (S(75) (PG 64-22))	66	TN	\$210.00	\$13,860.00
7	CDOT CLASS 6 RECYCLED CONCRETE ABC (12" DEPTH) & 12" MOISTURE CONDITIONED & COMPACTED SUBGRADE	120	TN	\$76.00	\$9,120.00
8	PROVIDE AND PLACE SCREENED CRUSHED ASPHALT MILLINGS & 12" MOISTURE CONDITIONED & COMPACTED SUBGRADE	400	TN	\$45.85	\$18,340.00
9	4' CRUSHER FINES TRAIL (6" DEPTH) (INCLUDES GEOTEXTILE & 12" MOISTURE CONDITIONED & COMPACTED SUBGRADE	520	SY	\$26.40	\$13,728.00
10	NO PARKING SIGNS	7	EA	\$330.00	\$2,310.00
11	STOP SIGN	1	EA	\$460.00	\$460.00
12	ADA PARKING SIGN	1	EA	\$330.00	\$330.00
13	CONCRETE STOP BLOCKS	13	EA	\$330.00	\$4,290.00
14	WOODEN WATER BARS	3	EA	\$315.00	\$945.00
15	4' HEIGHT WIRE FENCE (INCLUDES STEEL TENSIONING POSTS)	225	LF	\$25.25	\$5,681.25
16	16' FARM GATE	2	EA	\$610.00	\$1,220.00
17	POST AND CHAIN SYSTEM	1	LS	\$665.00	\$665.00
18	NATIVE SEEDING	1400	SY	\$2.20	\$3,080.00
Coyote Ridge Trailhead Project Total:					\$104,337.25

BIDDER'S QUALIFICATION STATEMENT

Not required



CAPABILITIES AND EXPERIENCE

Project Experience and Capabilities:

Powell Restoration was founded as an erosion control and reclamation company with 15 years of experience with installation and maintenance of BMPs and native reclamation on the front range and in Brighton. Moving into civil work, Powell has completed several projects as the GC to include earthwork such as this project requires. With this experience, we will be able to complete the project majorly in-house with the exception of the specialty subs for fencing and concrete. Please see section 3.1.3 for project examples.

Organizational Chart:

Project Manager – Bryan Williams – bryan.williams@powellenviro.com – (303) 507-0129

VP/Operations Manager – Derek Butts

President – Ashley Butts

Earthwork Supervisor – Adam Shultejann

Reclamation Supervisor – Todd Sutton

Erosion Control Supervisor – Lexie Chavez

Projects Completed within the Last Five (5) Years:

Town of Parker - Parker PSCO Trail - Fall 2024 to Spring 2025 - \$694,309.75 – Three (3) change orders for \$16,528.30. Final contract price \$710,838.05. Derek, Adam, Todd, and Lexie contributed to this project. This project included the installation 62,000 SF of new crusher fines trail with grading, storm drainage, concrete flatwork, soil riprap installation, and open space reclamation.

City of Greenwood Village – Arapahoe Station Landscape – Summer 2024 - \$283,882.55 – Four (4) change orders for \$13,886.64. Final contract price \$297,769.19. Derek, Todd and Lexie contributed to this project, as well as our landscape division. This project included new and refurbished landscape areas at the Arapahoe RTD light rail/bus station. It required earthwork, concrete flatwork and walls, and extensive landscape and irrigation.

Jefferson County – Pierce St Roadway Improvements – Summer 2024 to Spring 2025 (performed as subcontractor) - \$87,085.43 – Two (2) change orders for \$12,307.50. Final contract price \$99,392.93. Derek, Todd, and Lexie contributed to this project as well as our landscape division. This project included grading, landscape/irrigation and reclamation.

Powell Restoration, Inc.
6395 Brighton Blvd, Commerce City, CO. 80022
PH: 303-289-4647
CDOT Certified DBE/City of Denver Certified MWBE Firm
www.powellenviro.com



EQUIPMENT & FLEET LIST

Excavators, grader, loaders, compactor, water truck, tractors, skid steers, and hand tools.

PROJECT APPROACH

With the largely open site, initial grading is anticipated to be relatively simple. Following grading, asphalt millings, asphalt pavement, and crusher fines will be placed, finishing with fencing. Seeding and mulching per typical CDOT specification will complete the project. Required traffic and pedestrian control will remain in place for the duration of the project as necessary. Powell maintains open communication with owners and subcontractors to complete projects as efficiently, cost effectively, and precisely as possible.

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WORK IN PROGRESS (GC Only)

Town of Mead – Liberty Ranch Park Restrooms - \$311,561.00 – No change orders to date. This project began in mid-September with anticipated completion by the end of November 2025 and landscaping completed in the spring of 2026 when weather allows.

Real Colorado Soccer Club - Site Improvements - \$850,032.71 - Located in Englewood, this project has had four change orders to date with owner requested additional scope included in the contract. The current project value is \$956,076.46 at 85% completed with anticipated final completion by the end of November.

Arapahoe County - Richmil Ranch Open Space Parking - \$426,619.40 - Located in Deer Trail this project has had three change orders to date due to varying site conditions from bid time. The current project value is \$456,845.50 at 90% completed with anticipated final completion by the end of October. Most remaining work is to be completed by subcontractors and will not require Powell personnel.

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CDOT Certified DBE/City of Denver Certified MWBE Firm
www.powellenviro.com



POWELL RESTORATION U

6395 Brighton Blvd
Commerce City
Colorado, 80022
(303) 289-4647

SUBCONTRACTOR LIST

NAME Westward Fence LLC PHONE 720-934-3901

ADDRESS PO Box 3463 CITY, STATE, ZIP Centennial, CO 80161

SERVICE OR PRODUCT Fencing

NAME CASI PHONE 303-292-6267

ADDRESS PO Box 329 CITY, STATE, ZIP Commerce City, CO 80037

SERVICE OR PRODUCT Asphalt Paving

NAME WorkZone Traffic Control PHONE 719-964-1882

ADDRESS 1414 W 4th St CITY, STATE, ZIP Pueblo, CO 81004

SERVICE OR PRODUCT Traffic Control and Signage

NAME _____ PHONE _____

ADDRESS _____ CITY, STATE, ZIP _____

SERVICE OR PRODUCT _____

NAME _____ PHONE _____

ADDRESS _____ CITY, STATE, ZIP _____

SERVICE OR PRODUCT _____



POWELL RESTORATION UNIVERSITY

6395 Brighton Blvd
Commerce City
Colorado, 80022
(303) 289-4647

REFERENCES

Name of Company	Shea Properties		
Contact Name	David Vasquez		
Email Address	david.vasques@sheaproperties.com	Phone #	303-486-1364
Name of Project	Various	Total Cost	\$
Description of Project	Various projects have been completed with Shea Properties including scopes in grading, erosion control, landscaping, irrigation, wetland mitigation, and landscape maintenance.		

Name of Company	City of Greenwood Village		
Contact Name	Jonathan Vittal (City PM)		
Email Address	jvittal@greenwoodvillage.com	Phone #	303-708-6100
Name of Project	Arapahoe Station Landscape	Total Cost	\$ 297,770.00
Description of Project	Grading, landscaping, concrete subcontractor, stabilized crusher fines, site furnishings, irrigation, erosion control at the RTD Arapahoe Station.		

Name of Company	Town of Parker		
Contact Name	Brett Collins (Town Parks PM)		
Email Address	bcollins@parkerco.gov	Phone #	303-805-3276
Name of Project	Parker PSCO Trail	Total Cost	\$ 710,840.00
Description of Project	Crusher fines trail (62,000 SF), grading, RCP, site furnishings, erosion control, seeding.		

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Powell Restoration, Inc.

is a

Corporation

formed or registered on 09/13/2008 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20081491259 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/30/2025 that have been posted, and by documents delivered to this office electronically through 10/09/2025 @ 12:02:15 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 10/09/2025 @ 12:02:15 in accordance with applicable law. This certificate is assigned Confirmation Number 17768915 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

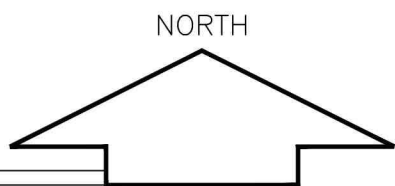
CONSTRUCTION PLANS FOR COYOTE RIDGE TRAILHEAD

LOCATED IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF SUPERIOR, COUNTY OF BOULDER, STATE OF COLORADO



PROJECT LOCATION MAP

SCALE: 1" = 500'



BENCHMARK:

ELEVATIONS SHOWN HEREON ARE BASED UPON NGS STATION ENERGY HAVING AN ELEVATION OF 5856.42 NAVD 88 AS SHOWN ON CDOT SURVEY CONTROL DIAGRAM FOR PROJECT NO. NH 0631-070 SHEET NO 3.15

BASIS OF BEARINGS:

THE EAST LINE OF THE NORTHEAST ¼ OF SECTION 1 BEARING NORTH 00°38'00" WEST, BEING MONUMENTED ON THE NORTH END BY A ¾" REBAR WITH A 2 ½" ALUMINUM CAP, PLS 37066 AS A WITNESS CORNER LYINH 40.00 FEET EAST, AND ON THE SOUTH END BY A 3 ¼" ALUMINUM CAP, PLS 10734 IN A MONUMENT BOX.

SURVEY NOTE:

TOPOGRAPHIC AND SURVEY DATA PROVIDED BY AMERICAN WEST LAND SURVEYING CO ON JANUARY 22ND, 2025. DRCOG 2020 METRO AREA CONTOUR DATA WAS USED TO PROVIDE ADDITIONAL TOPOGRAPHIC DATA OUTSIDE THE LIMITS OF THIS ORIGINAL SURVEY.

SHEET INDEX	
SHEET #	SHEET TITLE
C1.0	COVER
C1.1	NOTES - 1
C1.2	TOS NOTES - 1
C2.0	EXISTING CONDITIONS AND DEMO PLAN
C2.1	OVERALL SITE PLAN
C2.2	PARTIAL SITE AND LANSCAPING PLAN
C2.3	FIRE TURNING PLAN
C3.0	PARTIAL GRADING PLAN
C3.1	STORMWATER MANAGEMENT PLAN
C4.0	DETAILS



8308 COLORADO BLVD
SUITE 200
FIRESTONE, CO 80530
303.833.1416
WWW.CIVILRESOURCES.COM



124 E COAL CREEK DRIVE
SUPERIOR, CO 80027
303.499.3675

TOWN OF SUPERIOR
COYOTE RIDGE TRAILHEAD
CONSTRUCTION PLANS

REVISIONS		
NO.	DESCRIPTION	DATE
1	SUBMITTAL #2	07/28/25
2	CDOT COMMENTS	08/29/25
3	BID SET	09/11/25

DESIGNED BY: CMH	DATE: 06/27/25
DRAWN BY: CMH	
CHECKED BY: JAB	
JOB NO.: 218.001.13	
DWG NAME:218.001.13_CVR.DWG	

COVER

SHEET:

C1.0

PREPARED FOR:

TOWN OF SUPERIOR
124 E COAL CREEK DRIVE
SUPERIOR CO, 80027
(303)499-3675

PREPARED BY:

CIVIL RESOURCES, LLC
8308 COLORADO BLVD
SUITE 200
FIRESTONE, CO 80530
303.833.1416

811

KNOW WHAT'S BELOW.
CALL BEFORE YOU DIG.

NOTES:

GENERAL:

- ALL CONSTRUCTION SHALL CONFORM TO THE DRAWINGS AND SPECIFICATIONS AND SHALL NOT BE CHANGED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE OWNER'S REPRESENTATIVE.
- THE CONTRACTOR IS RESPONSIBLE FOR CONTROL OF POLLUTION, SURFACE WATER AND EROSION THROUGHOUT THE DURATION OF THE CONTRACT.
- THE EXACT LOCATION OF ANY UTILITY LINES AND COORDINATION OF ANY DISRUPTION IN SERVICES WITH AFFECTED PARTIES IS THE RESPONSIBILITY OF THE CONTRACTOR.
- THE DESIGN ENGINEER IS TO BE NOTIFIED BY THE CONTRACTOR OF ANY DISCREPANCY OR CONFLICT PRIOR TO CONTINUING CONSTRUCTION.
- ALL LOCATIONS AND ELEVATIONS SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION. NOTIFY THE ENGINEER OF ANY FEATURES NOT SHOWN ON THESE DRAWINGS WHICH ARE THOUGHT TO POTENTIALLY IMPACT CONSTRUCTION.
- ALL CONCRETE SHALL BE COMPLETED AND ALLOWED TO CURE SUFFICIENTLY PRIOR TO COMMENCING BACKFILL IN ACCORDANCE TO THE PROJECT SPECIFICATIONS.

EARTHWORK:

- THE SITE SHALL BE CLEARED AND GRUBBED PRIOR TO ANY EXCAVATION. WOODY MATERIAL IS TO BE CHIPPED AND STORED WITH TOPSOIL.
- TOPSOIL SHALL BE TEMPORARILY STOCKPILED WITHIN THE WORK AREA IN SUCH A WAY AS TO AVOID EROSION LOSSES. TEMPORARY SEEDING MAY BE REQUIRED.
- FINE GRADING OF THE FINISHED SITE (I.E., TOP SOILED SURFACE) IS NOT REQUIRED UNTIL SEEDING, HOWEVER ALL AREAS WHERE EARTHWORK IS CONDUCTED SHALL BE RELATIVELY SMOOTH AND UNIFORM. RUTS, LARGE CLUMPS AND ROUGH AREAS SHALL BE SMOOTHED BY THE CONTRACTOR TO THE SATISFACTION OF THE OWNER BY USE OF HARROW OR DISC. TRASH, DEBRIS, AND STONES LARGER THAN 6 INCHES ARE ALL TO BE REMOVED AND DISPOSED OF PROPERLY.
- CONTROL OF GROUNDWATER AND SURFACE WATER NECESSARY TO CONDUCT THE EARTHWORK IS THE RESPONSIBILITY OF THE CONTRACTOR. ADDITIONAL GROUNDWATER CONTROLS OTHER THAN THOSE SHOWN AS PERMANENT ON THE PLANS WILL BE NECESSARY TO COMPLETE THE WORK.
- CONTRACTOR IS RESPONSIBLE FOR ALL DUST CONTROL REQUIRED. WATER IS PERMISSIBLE TO USE AND AVAILABLE ON THE SITE THROUGH A HYDRANT METER AT THE CONTRACTOR'S COST. CHEMICAL AGENTS FOR DUST CONTROL MUST BE APPROVED PRIOR TO USE.
- ANY MODIFICATIONS TO THE ELEVATIONS, GRADES AND EARTHWORK SHALL BE APPROVED AHEAD OF TIME BY THE OWNER'S ENGINEER. ALL CHANGES ARE TO BE REFLECTED ON THE CONTRACTOR'S "RED LINED" AS-BUILT DRAWINGS.

SITE ACCESS & PROTECTION:

- CONTRACTOR SHALL USE ONLY DESIGNATED ACCESS ROUTES TO THE PROJECT SITE, AND SHALL REPAIR AREAS DAMAGED OUTSIDE OF THE DESIGNATED CONSTRUCTION ZONE FOR THE PROJECT AT THEIR OWN EXPENSE.
- CONTRACTOR IS RESPONSIBLE FOR LOCATING AND MARKING ALL UTILITIES IN THE PROJECT SITE, AND FOR PROTECTING ALL UTILITIES DURING CONSTRUCTION. DAMAGED UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- CONTRACTOR IS RESPONSIBLE FOR HAULING AND PLACING OF ALL EXCESS MATERIALS FROM THE SITE.
- THE CONTRACTOR IS TO LIMIT ACCESS TO THE SITE BY UNAUTHORIZED PERSONS WITH A SECURITY FENCE AND CLEARLY MARK THE CONSTRUCTION ZONE.

UTILITIES:

- THE UTILITY INFORMATION SHOWN IS PLOTTED FROM THE BEST AVAILABLE FIELD DATA.
- THE CONTRACTOR IS RESPONSIBLE FOR MAKING THEIR OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.
- THE CONTRACTOR IS TO CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AT 1-800-922-1987 FOR UTILITY LOCATIONS AT LEAST 2 BUSINESS DAYS, NOT INCLUDING THE DAY OF ACTUAL NOTICE, PRIOR TO EXCAVATING.

PALEONTOLOGY & ARCHEOLOGY NOTES:

IF ANY PALEONTOLOGICAL OR ARCHAEOLOGICAL RESOURCES ARE UNCOVERED DURING THE PROJECT CONSTRUCTION ALL WORK SHALL BE STOPPED, AND THE FOLLOWING SHALL BE NOTIFIED IMMEDIATELY FOR FURTHER DIRECTION AND/OR FOR A SITE VISIT.

PALEO: NICOLE PEAVEY 303-757-9632 NICOLE.PEAVEY@STATE.CO.US
ARCH: GREG WOLFF 303-757-9158 GREG.WOLFF@STATE.CO.US

WORK WITHIN CDOT ROW:

GENERAL NOTES:

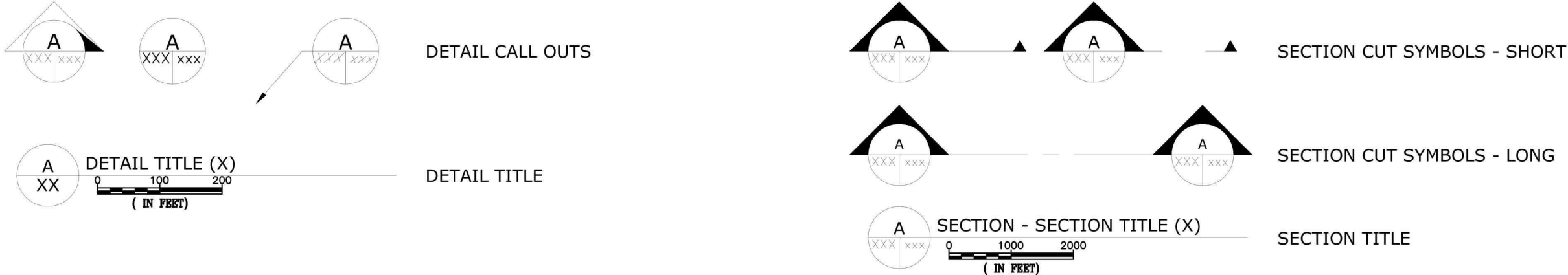
- ALL WORK WITHIN CDOT RIGHT-OF-WAY SHALL BE PERFORMED ACCORDING TO THE STANDARDS SET FORTH IN THE EDITIONS OF THE FOLLOWING CURRENT AS OF CDOT NOTICE TO PROCEED: THE STANDARD PLANS, THE M & S STANDARDS, THE CDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND ANY NEW AND REVISED STANDARDS AND SPECIFICATIONS. MOREOVER, ANY SUCH WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE PROJECT SPECIAL PROVISIONS AND STANDARD SPECIAL PROVISIONS INCLUDING THE FOLLOWING THAT WERE IDENTIFIED DURING THE R1 MATERIALS' REVIEW:
 - REVISION OF SECTION 106 - CONFORMITY TO THE CONTRACT OF HOT MIX ASPHALT.
 - REVISION OF SECTION 304 - AGGREGATE BASE COURSE
 - REVISION OF SECTION 403 - HOT MIX ASPHALT STANDARD SPECIAL PROVISIONS
 - REVISION OF SECTION 106 - CONFORMITY TO THE CONTRACT OF HOT MIX ASPHALT (LESS THAN 5000 TONS)
 - REVISION OF SECTION 207 - TOPSOIL
 - REVISION OF SECTION 212 - SOIL AMENDMENTS, SEEDING, AND SODDING
- PROJECT SPECIAL PROVISIONS
 - PAVEMENT SMOOTHNESS SHALL BE EVALUATED PER SECTION 105.07(a) 2 OF THE 2025 CDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
 - ALL COMPACTION WITHIN CDOT ROW SHALL BE PER SECTION 203 OF THE 2025 CDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
 - LANE CLOSURES ONLY ALLOWED BETWEEN THE HOURS OF 10 AM TO 3 PM ON WEEKDAYS.
 - THE ACCESS PAVEMENT SECTION SHALL CONSIST OF TWO 2-INCH LIFTS OF HMA (GRADING S) (100) (PG 64-22) OVER 6 INCHES OF AGGREGATE BASE COURSE (CLASS 6). THE PAVEMENT SECTION SHALL BE CONSTRUCTED ON 12 INCHES OF MOISTURE TREATED AND COMPACTED SUBGRADE MATERIAL.

LEGEND

PROPOSED		EXISTING
	PROPERTY LINE	
	MAJOR CONTOUR	
	MINOR CONTOUR	
	EASEMENT	
	SETBACK	
	BARBED WIRE FENCE	
	CHAINLINK FENCE	
	GAS LINE	
	WATER LINE	
	RAW WATER LINE	
	STORM SEWER	
	TELECOM	
	IRRIGATION	
	UNDERGROUND ELECTRIC	
	UNDERGROUND 3 PHASE ELECTRIC	
	UNDERGROUND LIGHT FEED	
	OVERHEAD WIRES	
	UNDERDRAIN	
	SANITARY SEWER	
	UTILITY SLEEVE	
	RETAINING WALL	
	CHANNEL CENTER LINE	
	SLOPE AND FLOW DIRECTION	
	RIPRAP	
	ASPHALT	
	CONCRETE	
	BUILDING	
	SIGN	
	HYDRANT	
	SANITARY MANHOLE	
	INLET	
	GREASE OR SAND TRAP	
	CLEAN OUT	
	FLARED END SECTION	
	STORM MANHOLE	
	CAUTION! UTILITY CROSSING	
	WATER VALVE	
	WATER PLUG	
	WATER TEE	
	WATER BENDS	
	WATER METER	
	WATER BLOW OFF	
	LIGHT POLE	
	TRANSFORMER	
	TREE	
	TRUNCATED DOMES	

ABBREVIATIONS	
FFE	FINISHED FLOOR ELEVATION
TOF	TOP OF FOOTING
TOS	TOP OF SLAB
TOC	TOP OF CURB
FL	FLOWLINE
TW	TOP OF WALL
BW	BOTTOM OF WALL
M/E	MATCH EXISTING
WW	WINDOW WELL
HP	HIGH POINT
LP	LOW POINT
PIP	PROTECT IN PLACE
TBR	TO BE REMOVED

DETAILS AND SECTIONS:



8308 COLORADO BLVD
SUITE 200
FIRESTONE, CO 80530
303.833.1416
WWW.CIVILRESOURCES.COM



124 E COAL CREEK DRIVE
SUPERIOR, CO 80027
303.499.3675

TOWN OF SUPERIOR
COYOTE RIDGE TRAILHEAD
CONSTRUCTION PLANS

REVISIONS		
NO.	DESCRIPTION	DATE
1	SUBMITTAL #2	07/28/25
2	CDOT COMMENTS	08/29/25
3	BID SET	09/11/25

DESIGNED BY: CMH	DATE: 06/27/25
DRAWN BY: CMH	
CHECKED BY: JAB	
JOB NO.: 218.001.13	
DWG NAME: 218.001.13_CVR.DWG	

NOTES - 1

SHEET:

C1.1

811
KNOW WHAT'S BELOW
CALL BEFORE YOU DIG

TOWN OF SUPERIOR NOTES:

GENERAL NOTES

1. DEFINITIONS:
OWNER: PROPERTY OWNER(S)
CONTRACTOR: THE PERSON OR GROUP COMPLETING THE WORK
ENGINEER: PROFESSIONAL ENGINEER OF RECORD
TOWN OF SUPERIOR: AUTHORIZED REPRESENTATIVE(S) OF THE TOWN PUBLIC WORKS & UTILITIES DEPARTMENT; THE AGENCY OF JURISDICTION.
2. ALL WORK SHALL CONFORM TO THE LATEST REVISION OF CDOT STANDARDS AND SPECIFICATIONS, AND THE TOWN OF SUPERIOR DESIGN STANDARDS AND SPECIFICATIONS.
3. THE CONTRACTOR SHALL HAVE STAMPED AND SIGNED BY THE ENGINEER AND TOWN DRAWINGS, SPECIFICATIONS AND CURRENT TOWN OF SUPERIOR SPECIFICATIONS ON SITE AT ALL TIMES.
4. THE ENGINEERING CONCEPT REMAINS THE RESPONSIBILITY OF THE PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE APPEARS ON THE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER AND THE TOWN IMMEDIATELY.
5. ALL WORK ON THE PROJECT SHALL BE PERFORMED DURING REGULAR WORK HOURS: 7AM TO 5PM, MONDAY THROUGH FRIDAY. RESTRICTED HOURS MAY BE DICTATED BY THE TOWN. ALL WORK ON THE PROJECT SHALL COMPLY WITH THE SUPERIOR MUNICIPAL CODE. NO WORK SHALL BE PERFORMED OUTSIDE REGULAR WORK HOURS OR ON SATURDAY OR SUNDAY, OR ANY OF THE TOWN OBSERVED HOLIDAYS WITHOUT RECEIVING PRIOR WRITTEN CONSENT FROM THE TOWN OR A DESIGNATED REPRESENTATIVE. TOWN OBSERVED HOLIDAYS INCLUDE NEW YEAR'S DAY, MARTIN LUTHER KING DAY, PRESIDENT'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERAN'S DAY, THANKSGIVING DAY, FRIDAY FOLLOWING THANKSGIVING, CHRISTMAS EVE, AND CHRISTMAS DAY. REQUEST FOR WORK OUTSIDE REGULAR WORK HOURS SHALL BE RECEIVED TWO (2) BUSINESS DAYS PRIOR TO THE PROPOSED DATE OF THE WORK. REFER TO SECTION 150.00 PERMITS AND INSPECTIONS OF THE TOWN DESIGN STANDARDS AND SPECIFICATIONS.
6. A PRE-CONSTRUCTION MEETING SHALL BE SCHEDULED BY THE OWNER WITH THE TOWN ENGINEERING STAFF AT LEAST THREE (3) BUSINESS DAYS PRIOR TO THE START OF CONSTRUCTION. THOSE IN ATTENDANCE SHALL INCLUDE: OWNER, ENGINEER, SUPERIOR, CONTRACTOR, GEOTECHNICAL ENGINEER, SURVEYOR, AND ANY OTHER AFFECTED AGENCIES. CONSTRUCTION DOCUMENTS WITH THE DESIGN STANDARD AND SPECIFICATIONS COMPLIANCE STATEMENT AND SIGNATURE SHALL BE DISTRIBUTED AT THE PRECONSTRUCTION MEETING
7. AN ON-SITE PRECONSTRUCTION CONFERENCE WITH TOWN PUBLIC WORKS STAFF SHALL OCCUR AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO CONNECTING TO EXISTING TOWN UTILITIES.
8. THE CONTRACTOR SHALL OBTAIN THE REQUIRED RIGHT-OF-WAY CONSTRUCTION PERMIT (FEES TO BE WAIVED) AND ANY OTHER REQUIRED PERMIT FROM THE TOWN OF SUPERIOR PRIOR TO COMMENCING WORK ON THE PROJECT.
9. ALL OPERATIONS SHALL CONFORM TO THE APPLICABLE REGULATIONS SET FORTH BY THE ICC AND OSHA.
10. THE TOWN OF SUPERIOR PUBLIC WORKS AND UTILITIES DEPARTMENT, PHONE (303) 499-3675, SHALL BE NOTIFIED A MINIMUM OF 48 WORKING HOURS PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITIES.
11. ALL PHASES OF WORK PERFORMED ON DEDICATED PUBLIC INFRASTRUCTURE AND WORK IN THE RIGHT-OF-WAY SHALL BE INSPECTED AND APPROVED BY REPRESENTATIVE OF THE TOWN OF SUPERIOR. REQUESTS FOR INSPECTION SHALL BE MADE TO THE TOWN OF SUPERIOR, PHONE (303) 709-6726, OR (303) 499-3675 A MINIMUM OF 24 HOURS IN ADVANCE. OBSERVATION AND ONSITE VISITS ARE NOT TO BE CONSTRUCTED AS A GUARANTEE OR APPROVAL BY SUPERIOR STAFF OF CONTRACTOR'S WORK OR CONTRACTUAL COMMITMENT. IF WORK IS SUSPENDED FOR LONGER THAN 5 DAYS AFTER INITIAL START-UP, CONTRACTOR SHALL NOTIFY THE SUPERIOR CONSTRUCTION INSPECTION SUPERVISOR ONE (1) BUSINESS DAY PRIOR TO RESTART OF CONSTRUCTION.
12. IN THE EVENT OF AN EMERGENCY CONTACT SUPERIOR AT (303) 494-9477 DURING WORK HOURS OR (303) 438-6400 AFTER HOURS.
13. NOTIFY SUPERIOR AT (303) 499-3675 AND MOUNTAIN VIEW FIRE DISTRICT AT (303) 494-3735 FOR ANY STREET CLOSURES AND EXISTING FIRE HYDRANTS TAKEN OUT OF SERVICE, AT LEAST TWO (2) BUSINESS DAYS PRIOR TO THE START OF CONSTRUCTION.
14. PRIOR TO ANY CONSTRUCTION ON THE PROJECT, THE CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION SITE VISIT WITH THE TOWN OF SUPERIOR REPRESENTATIVE TO VERIFY AND DOCUMENT THE EXISTING CONDITION OF ADJACENT PUBLIC IMPROVEMENTS.
15. THE CONTRACTOR SHALL VERIFY ACCURACY BETWEEN WORK SET FORT ON THESE CONSTRUCTION DOCUMENTS AND WORK REQUIRED IN THE FIELD. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND THE TOWN PRIOR TO THE START OF CONSTRUCTION. THE ENGINEER SHALL COORDINATE ANY PROPOSED CHANGES WITH THE TOWN.
16. THE CONTRACTOR SHALL RESTRICT CONSTRUCTION ACTIVITY TO PUBLIC RIGHT-OF-WAY, AREAS DEFINED AS PERMANENT AND/OR TEMPORARY CONSTRUCTION EASEMENTS, AND AREAS UNDER OWNERSHIP OF OWNER, UNLESS OTHERWISE AUTHORIZED BY THE AFFECTED PROPERTY OWNER AND ACKNOWLEDGED BY SUPERIOR. PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES, CONTRACTOR SHALL OBTAIN WRITTEN AGREEMENTS FROM THE WORKSITE FROM ADJACENT PRIVATE PROPERTY OWNERS. ACCESS TO ANY ADJACENT PRIVATE PROPERTY SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
17. CONTRACTOR SHALL OBTAIN, AT HIS OWN EXPENSE, ALL APPLICABLE CODES, LICENSES, STANDARDS, PERMITS, BONDS, ETC. WHICH ARE NECESSARY TO PERFORM THE WORK.
18. CONTRACTOR SHALL KEEP ONE RECORD COPY OF ALL SPECIFICATIONS, DRAWINGS, ADDENDA, MODIFICATIONS, AND SHOP DRAWINGS AT THE SITE IN GOOD ORDER AND ANNOTATED TO SHOW ALL CHANGES MADE DURING THE CONSTRUCTION PROCESS. THESE SHALL BE AVAILABLE TO THE ENGINEER AND SHALL BE DELIVERED TO HIM FOR TOWN RECORDS UPON COMPLETION OF THE PROJECT.
19. THE ENGINEER SHALL REVIEW ALL SUBMITTALS PRIOR TO SENDING THE SUBMITTALS TO THE TOWN FOR ITS REVIEW.
20. THE PHYSICAL FEATURES SHOWN ON THIS PLAN ARE BASED ON THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL FEATURES, INCLUDING ALL UNDERGROUND AND ABOVE GROUND UTILITIES. PRIOR TO BEGINNING ANY WORK, THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AT 811.
21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES AND PROTECTING THE SAME. LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND NOT ALL UTILITIES ARE NECESSARILY SHOWN. THE CONTRACTOR SHALL CONTACT TOWN, UNCC, AND APPROPRIATE ENTITIES TO LOCATE UNDERGROUND FACILITIES AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE EXACT LOCATION OF EACH UTILITY SHALL BE FIELD VERIFIED BEFORE COMMENCING WORK. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY OCCUR AS A RESULT OF THE CONTRACTOR'S FAILURE TO LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
22. CALL THE TOWN AT (303) 709-6727 FOR LOCATES OF EXISTING TOWN UTILITIES INCLUDING POTABLE AND NON-POTABLE WATER LINES, SANITARY SEWER LINES, STORM SEWER LINES, PUBLIC IRRIGATION LINES, AND TRAFFIC CONTROL DEVICES. CALL TWO (2) BUSINESS DAYS PRIOR, NOT INCLUDING THE DAY OF THE CALL, TO THE START OF CONSTRUCTION.
23. THE CONTRACTOR IS RESPONSIBLE FOR NOTIFICATION OF SUPERIOR UTILITY CUSTOMERS FOR POTENTIAL SERVICE OUTAGES AND TO COORDINATE WITH SUPERIOR PUBLIC WORKS FOR DETERMINATION OF MINIMUM TIME REQUIREMENTS. SUPERIOR PUBLIC WORKS SHALL BE NOTIFIED TWO (2) BUSINESS DAYS IN ADVANCE TO SCHEDULE AN OUTAGE
24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING AND COORDINATING WITH THE APPROPRIATE UTILITY REPRESENTATIVES TO BE ON SITE DURING POTHOLING AND SHALL LIKEWISE BE RESPONSIBLE FOR DETERMINING THE TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.
25. LOCATIONS OF UTILITIES REPRESENT THE BEST KNOWN LOCATIONS AT THE TIME OF PREPARATION OF DRAWINGS. THE CONTRACTOR SHALL FIELD LOCATE ALL UTILITIES IN ADVANCE OF EXCAVATION. RELOCATION OF UTILITIES MAY OR MAY NOT BE NEEDED AFTER THEY ARE EXPOSED. WHEN THE CONTRACTOR DISCOVERS A DISCREPANCY IN LOCATIONS, THEY SHALL CONTACT THE ENGINEER IMMEDIATELY.
26. THE CONTRACTOR SHALL COOPERATE WITH COMPANIES TRYING TO COORDINATE WITH THE UTILITY ADJUSTMENT AND RELOCATION EFFORT. LINES NOT ADJUSTED OR RELOCATED SHALL BE PROTECTED BY THE CONTRACTOR IN PLACE. NO ADDITIONAL PAYMENT WILL BE ALLOWED FOR THE MINOR ADJUSTMENT OF STRUCTURES IN ORDER TO CLEAR A CONFLICTING UTILITY.
27. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING LIVE UTILITIES DURING CONSTRUCTION OPERATIONS AND SHALL HOLD TOWN OF SUPERIOR HARMLESS FOR ANY AND ALL DAMAGES TO LIVE UTILITIES ARISING FROM CONSTRUCTION OPERATIONS.
28. THE CONTRACTOR SHALL OBTAIN A CONSTRUCTION STORMWATER DISCHARGE PERMIT AND CONSTRUCTION DEWATERING PERMIT FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENTAL (CDPHE). CDPHE MAY TAKE UP TO 30 DAYS TO RESPOND TO A PERMIT REQUEST.
29. THE CONTRACTOR SHALL MAINTAIN DRAINAGE DURING CONSTRUCTION. THE REPAIR OF DAMAGES RESULTING FROM DRAINAGE AND RUNOFF IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.
30. THE CONTRACTOR SHALL PROTECT ALL WORK AREAS AND FACILITIES FROM WATER AT ALL TIMES. AREAS AND FACILITIES SUBJECTED TO FLOODING, REGARDLESS OF THE SOURCE OF WATER SHALL BE PROMPTLY DEWATERED AND RESTORED BY THE CONTRACTOR.

31. A CONSTRUCTION WATER PERMIT SHALL BE OBTAINED FROM THE TOWN OF SUPERIOR AND A HYDRANT METER WILL BE PROVIDED BY THE TOWN FOR A NOMINAL FEE AS A DEPOSIT. THE DEPOSIT WILL BE RETURNED ONCE THE CONTRACTOR RETURNS THE HYDRANT METER. ALL CONSTRUCTION WATER SHALL BE OBTAINED FROM THE TOWN AND MEASURED THROUGH A HYDRANT METER.
32. ALL CONSTRUCTION ACTIVITIES MUST COMPLY WITH THE STATE OF COLORADO PERMITTING PROCESS FOR "STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES". FOR INFORMATION CONTACT CDPHE WATER QUALITY CONTROL DIVISION AT (303) 692-3150.
33. ANY CONSTRUCTION DEBRIS OR MUD TRACKED ONTO EXISTING ROADWAYS SHALL BE REMOVED IMMEDIATELY BY THE CONTRACTOR. IN NO CASE SHALL THE STREETS AND SIDEWALKS BE LEFT UNCLEAN AFTER COMPLETION OF THE DAY'S WORK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE NECESSARY EQUIPMENT AND MATERIALS TO THE CLEAN THE STREETS AND SIDEWALKS.
34. ALL CONSTRUCTION ACTIVITIES MUST COMPLY WITH THE COLORADO PERMITTING PROCESS FOR "FUGITIVE DUST EMISSIONS ASSOCIATED WITH CONSTRUCTION ACTIVITIES". WATER SHALL BE USED AS A DUST PALLIATIVE AS LONG AS REQUIRED.
35. THE CONTRACTOR SHALL LIMIT CONSTRUCTION ACTIVITIES TO THOSE AREAS WITHIN THE LIMITS OF DISTURBANCE AND/OR TOES OF SLOPE AS SHOWN ON THE PLANS AND CROSS SECTIONS.
36. THE CONTRACTOR SHALL ALSO PERFORM CONSTRUCTION ACTIVITIES TO AVOID UNNECESSARY IMPACTS TO EXISTING VEGETATION. ANY DISTURBANCE BEYOND THESE LIMITS SHALL BE RESTORED TO ORIGINAL CONDITIONS BY THE CONTRACTOR AT HIS OWN EXPENSE.
37. CONSTRUCTION ACTIVITIES, IN ADDITION TO NORMAL CONSTRUCTION PROCEDURES SHALL INCLUDE THE PARKING OF VEHICLE OR EQUIPMENT, DISPOSAL OF LITTER AND ANY OTHER ACTION WHICH WOULD ALTER EXISTING CONDITIONS. DURING ALL CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL KEEP ALL EQUIPMENT AND MATERIALS WITHIN THE LIMITS OF THE DISTURBANCE AREA.
38. THE CONTRACTOR SHALL PROTECT ALL EXISTING SURVEY MONUMENTS, BENCHMARKS, PROPERTY CORNERS, REFERENCE POINTS, STAKES, AND OTHER SURVEY REFERENCE MONUMENTS OR MARKERS DESIGNATED TO REMAIN IN PLACE FROM DAMAGE DURING CONSTRUCTION OPERATIONS. ANY MONUMENTS DISTURBED BY THE CONTRACTOR SHALL BE RESET AT THE CONTRACTOR'S OWN EXPENSE UNDER THE DIRECTION OF A COLORADO LICENSED PROFESSIONAL LAND SURVEYOR. THE CONTRACTOR SHALL DOCUMENT PRE-CONSTRUCTION CONDITIONS WITH PHOTOGRAPHY AND VIDEOGRAPHY.
39. THE CONTRACTOR SHALL COORDINATE WITH ADJACENT PROPERTY OWNERS TO ENSURE THEIR LANDSCAPING IS PROTECTED AND PROPERLY CARED FOR SHOULD THE PROJECT DISTURB OR INTERRUPT NORMAL MAINTENANCE.
40. NO OVERWEIGHT TRUCKS WILL BE ALLOWED ON TOWN OF SUPERIOR STREETS.
41. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY PROBLEM IN CONFORMING TO THE APPROVED PLANS FOR ANY ELEMENTS OF THE IMPROVEMENTS PRIOR TO CONSTRUCTION.
42. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS AT AND ADJACENT TO THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGGERS, OR OTHER DEVICES NECESSARY TO PROVIDE FOR PUBLIC SAFETY IN CONFORMANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. THIS SHALL APPLY TO THE PROJECT DURING THE ENTIRE TIME FRAME DURING ALL HOURS AND NOT LIMITED TO WORKING HOURS.
43. TRAFFIC AND PEDESTRIAN CONTROL DEVICES SHALL BE IN CONFORMANCE WITH THE LATEST VERSION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) (INCLUDING ANY COLORADO SUPPLEMENT STANDARDS)
44. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE AND CLEANING OF TRAFFIC CONTROL DEVICES. EXISTING PAVEMENT MARKINGS SHALL BE MAINTAINED DURING CONSTRUCTION OPERATIONS, IN CONFORMANCE WITH THE CONSTRUCTION DOCUMENTS AND THE DESIGN STANDARDS AND SPECIFICATIONS.
45. REMOVAL OF EXISTING PAVEMENT MARKINGS SHALL BE ACCOMPLISHED BY A METHOD THAT DOES NOT MATERIALLY DAMAGE THE SURFACE OR TEXTURE OF THE PAVEMENT OR EXISTING SURFACING. THE PAVEMENT MARKINGS SHALL BE REMOVED TO THE EXTENT THAT THEY ARE NOT VISIBLE UNDER DAY OR NIGHT CONDITIONS.
46. ALL REGULATORY, WARNING, GUIDE AND OTHER SIGNS ON THIS PROJECT SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR. ALL SIGNS AND SIGN PLACEMENT SHALL CONFORM TO THE LATEST VERSION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.) (INCLUDING ANY COLORADO SUPPLEMENT STANDARDS)
47. AT LEAST 5 WORKING DAYS PRIOR TO BEGINNING OF CONSTRUCTION ACTIVITIES THE TRAFFIC AND PEDESTRIAN CONTROL PLAN SHALL BE SUBMITTED TO THE TOWN OF SUPERIOR FOR REVIEW AND APPROVAL. THE PLAN SHALL BE PREPARED BY A CERTIFIED TRAFFIC CONTROL SUPERVISOR. NO WORK SHALL BEGIN UNTIL ALL TRAFFIC AND PEDESTRIAN CONTROL DEVICES HAVE BEEN PLACED IN ACCORDANCE WITH THE APPROVED PLAN. THE CONTRACTOR SHALL CONTINUOUSLY MAINTAIN THE TRAFFIC AND PEDESTRIAN CONTROL DEVICES FOR THE DURATION OF THE PROJECT.
48. STATIONS, ELEVATIONS AND DIMENSIONS CONTAINED IN THESE PLANS ARE CALCULATED FROM RECENT SURVEY. THE CONTRACTOR SHALL VERIFY CONSTRUCTION STAKING DEPENDENT DIMENSIONS IN THE FIELD BEFORE ORDERING OR FABRICATING MATERIAL.
49. IF A CONFLICT EXISTS OR A DESIGN MODIFICATION IS REQUIRED THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER TO MODIFY THE DESIGN. DESIGN MODIFICATIONS SHALL BE REVIEWED AND APPROVED BY THE TOWN OF SUPERIOR PRIOR TO BEGINNING CONSTRUCTION.
50. IN CASE EXISTING CONDITIONS OR DIMENSIONS VARY FROM THOSE SHOWN ON APPROVED DRAWINGS, CONTRACTOR SHALL NOTIFY THE ENGINEER SO PROPER ADJUSTMENTS CAN BE MADE.
51. PROOF-ROLL SUBGRADE BELOW ALL CONCRETE CURB AND GUTTER, SIDEWALK, PATH, CONCRETE AND ASPHALT PAVEMENTS WITH A PNEUMATIC-TIRED AND LOADED 10-WHEEL, TANDEM-AXLE DUMP TRUCK OR WATER TRUCK WEIGHING NOT LESS THAN 18 KIPS PER AXLE TO IDENTIFY SOFT POCKETS AND AREAS OF EXCESS YIELDING. DO NOT PROOF-ROLL WET OR SATURATED SUBGRADES. COMPLETELY PROOF-ROLL SUBGRADE WITH 2 PASSES IN ONE DIRECTION. LIMIT VEHICLE SPEED TO 3 MPH. EXCAVATE SOFT SPOTS, UNSATISFACTORY SOILS, AND AREAS OF EXCESSIVE PUMPING OR RUTTING, AS DETERMINED BY ENGINEER, AND REPLACE WITH COMPACTED BACKFILL OR FILL MEETING THE PROJECT SPECIFICATIONS.
52. ALL UTILITY EASEMENTS MUST REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THE ENTIRE LENGTH FOR MAINTENANCE EQUIPMENT.
53. EMERGENCY ACCESS MUST BE MAINTAINED AT ALL TIMES.
54. WASTE MATERIALS SHALL BE DISPOSED OF BY THE CONTRACTOR. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN A DISPOSAL SITE FOR UNUSED MATERIAL, AND HAZARDOUS WASTE MATERIAL.
55. THE CONTRACTOR SHALL MAINTAIN A MANIFEST OF HAZARDOUS MATERIAL AND PROVIDE THE TOWN OF SUPERIOR WITH A COPY OF THE MANIFEST AT THE COMPLETION OF THE PROJECT.
56. ALL EXISTING UTILITIES AND IMPROVEMENTS INCLUDING BUT NOT LIMITED TO STREETS, UTILITY LINES, FENCES, STREET LIGHTS, SIGNS, CONCRETE CURB AND GUTTER, SIDEWALKS, BIKE PATHS, METER PITS, METER VAULTS, IRRIGATION SYSTEMS, LANDSCAPE SHALL BE REPAIRED OR REPLACED TO AN EQUAL OR BETTER CONDITION PRIOR TO ACCEPTANCE OF COMPLETED WORK.
57. OWNER SHALL SUBMIT A PAPER COPY OF REDLINED RECORD CONSTRUCTION DOCUMENTS TO SUPERIOR PRIOR TO THE CONSTRUCTION ACCEPTANCE INSPECTION. REFER TO SECTION 200 OF THE DESIGN STANDARDS AND SPECIFICATIONS FOR ADDITIONAL RECORD DOCUMENT SUBMITTAL REQUIREMENTS.
58. ALL DEDICATED PUBLIC IMPROVEMENTS ON THE PROJECT SHALL BE WARRANTED FOR A PERIOD OF 2 YEARS FROM THE DATE OF INITIAL ACCEPTANCE BY THE TOWN OF SUPERIOR.

EROSION CONTROL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SEDIMENT AND EROSION CONTROL AT THE SITE THROUGHOUT CONSTRUCTION.
2. PERIMETER SILT FENCING SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITY (STOCKPILING, STRIPPING, GRADING, ETC.)
3. BEST MANAGEMENT PRACTICES (BMP'S) SHALL BE USED AS NECESSARY TO ADDRESS SEDIMENT AND DUST FROM SITE DISTURBANCE. ADDITIONAL MEASURES MAY BE REQUIRED AT THE DIRECTION OF THE ENGINEER.
4. BMP'S MAY INCLUDE, BUT ARE NOT LIMITED TO:
- a. MINIMAL DISTURBANCE FOR MINIMAL TIME PERIODS.
 - b. GRAVEL CONSTRUCTION ACCESS.
 - c. SILT FENCE, STRAW BALE OR SAND BAG BARRIERS, ROCK CHECK DAMS.
 - d. STORM SEWER INLET PROTECTION.
 - e. SEDIMENT CAPTURE PONDS.
 - f. SITE WATERING FOR DUST SUPPRESSION.
5. BMP'S SHALL BE MAINTAINED AND KEPT IN GOOD REPAIR FOR THE DURATION OF THE PROJECT. THE CONTRACTOR SHALL INSPECT BMP'S WEEKLY AND AFTER SIGNIFICANT (GREATER THAN 0.1" PRECIPITATION) STORM EVENTS. THE MAINTENANCE AND REPAIR SHALL BE COMPLETED IN A TIMELY MANNER. SEDIMENT AND DEBRIS SHALL BE REMOVED WHEN THEY REACH HALF THE BMP HEIGHT OR IMPACT THE FUNCTION OF THE BMP.
6. SOIL STOCKPILES SHALL BE PROTECTED FROM SEDIMENT TRANSPORT BY SURFACE ROUGHENING, WATERING AND PERIMETER SILT FENCING. SOILS THAT WILL BE STOCKPILED FOR MORE THAN 30 DAYS SHALL BE MULCHED AND SEEDED WITH A GRASS COVER WITHIN 14 DAYS OF STOCKPILE CONSTRUCTION.
7. THE CONTRACTOR SHALL INSURE ALL LOADS OF CUT AND FILL SOILS IMPORTED TO OR EXPORTED FROM THE SITE ARE PROPERLY LOADED AND COVERED TO PREVENT LOSS DURING TRANSPORT.
8. THE CONTRACTOR SHALL REMOVE SEDIMENT, MUD, AND CONSTRUCTION DEBRIS RESULTING FROM THIS PROJECT FROM FLOW LINES AND PAVEMENT OF PUBLIC STREETS IN A TIMELY MANNER.
9. SOILS EXPOSED DURING LAND DISTURBING ACTIVITY SHALL BE KEPT IN A ROUGHENED CONDITION BY RIPPING OR DISCING ALONG LAND CONTOURS UNTIL MULCH, VEGETATION OR OTHER PERMANENT EROSION CONTROL IS IN PLACE. NO SOILS SHALL REMAIN EXPOSED BY LAND DISTURBING ACTIVITY FOR MORE THAN THIRTY (30) DAYS BEFORE REQUIRED TEMPORARY OR PERMANENT EROSION CONTROL IS INSTALLED UNLESS OTHERWISE APPROVED.
10. VEHICLE TRACKING CONTROL, INLET/OUTLET, ROCK SOCK, AND SILT FENCE PROTECTION WILL BE USED TO CONTROL EROSION DURING CONSTRUCTION.
11. ALL TEMPORARY SEDIMENT CONTROLS WILL BE REMOVED WITHIN 30 DAYS AFTER THE FINAL STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED, WHICHEVER COMES FIRST.
12. NATURAL VEGETATION SHALL BE RETAINED AND PROTECTED WHENEVER POSSIBLE. EXPOSURE OF SOIL TO EROSION FROM REMOVAL OR DISTURBANCE OF VEGETATION SHALL BE LIMITED TO THE AREA REQUIRED FOR IMMEDIATE CONSTRUCTION OPERATIONS AND FOR THE SHORTEST PRACTICAL PERIOD OF TIME.
13. USE CURRENT CDOT/UDFCD STANDARD DETAILS.
- STREET EXCAVATION NOTES
1. WHERE IT IS REQUIRED TO CUT EXISTING PAVEMENT, THE CUTTING SHALL BE DONE TO A NEAT WORK LINE FULL DEPTH WITH A CONCRETE-CUTTING SAW OR OTHER METHOD AS APPROVED BY THE TOWN. PAVEMENT SHALL ONLY BE OPEN CUT WHEN APPROVED BY THE TOWN. ALL SAW WATER SLURRY SHALL BE PROPERLY CONTAINED USING APPROPRIATE BMP'S, AND IS PROHIBITED FROM ENTERING ANY STORM DRAINS. SAW WATER SLURRY SHALL BE REMOVED FROM IMPERVIOUS SURFACES AS WORK PROGRESSES.
2. ALL PAVEMENT CUTS AND EXPLORATORY POTHOLES SHALL BE REPAIRED AS REQUIRED BY THE TOWN.
3. EXISTING ASPHALT PAVEMENT SHALL BE REMOVED AS INDICATED IN THE PLANS OR DESIGNATED BY THE ENGINEER.
4. ALL REMOVALS THAT ARE NOT SALVAGEABLE SHALL BECOME THE PROPERTY OF THE CONTRACTOR UNLESS OTHERWISE INDICATED ON THE PLANS AND PROJECT SPECIFICATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DISPOSAL COSTS.
5. ALL TRENCHES SHALL BE ADEQUATELY SUPPORTED AND THE SAFETY OF THE WORKERS AND PUBLIC PROVIDED FOR AS REQUIRED BY THE MOST RECENT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) "SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION".
6. ALL EXCAVATIONS IN EXISTING STREETS SHALL BE BACKFILLED WITH APPROVED CDOT FLOWABLE FILL FROM BEDDING MATERIAL TO FINISH SUBGRADE ELEVATION.
7. APPROPRIATE STREET PLATES SHALL BE USED OVER FLOW FILLED TRENCH EXCAVATIONS UNTIL THE FLOW FILL HAS ADEQUATELY CURED TO SUPPORT TRAFFIC LOADING AND PATCHING.
8. THE CONTRACTOR SHALL REPAIR ANY EXCAVATIONS OR PAVEMENT FAILURES CAUSED BY HIS CONSTRUCTION AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL PROPERLY BARRICADE THE CONSTRUCTION SITE UNTIL CONSTRUCTION IS COMPLETE.
9. ALL CONCRETE AND ASPHALT MIXTURE DESIGNS SHALL BE APPROVED BY SUPERIOR PRIOR TO PLACEMENT OF CONCRETE AND ASPHALT.
10. PATCHING SHALL BE TO THE DEPTH OF THE SURROUNDING EXISTING PAVEMENT PLUS 1 INCH, OR TO THE DEPTH SHOWN IN THE LIFT DETAIL AS DIRECTED BY THE ENGINEER. THE TOP LIFT MUST UTILIZE HMA (GRADING SX)(75)(PG 64-22) OR APPROVED ALTERNATE. THE THICKNESS OF SUBSEQUENT LIFTS MUST BE EQUAL TO OR GREATER THAN THE LIFT DIRECTLY ABOVE. THE LOWER LIFTS MAY UTILIZE HMA (GRADING S OR SG)(75)(PG 64-22) OR APPROVED ALTERNATE.
11. A TACK COAT SHALL BE PLACED TO THE VERTICAL EDGES OF EXISTING ASPHALT PRIOR TO THE PLACEMENT OF LIFTS OF HMA.
12. BEFORE PLACEMENT OF THE TACK COAT, THE CONTRACTOR SHALL CLEAN THE ROADWAY AS DIRECTED BY THE ENGINEER.
13. FINISH TOP LIFT SHALL MEET SURFACE TOLERANCE REQUIREMENTS OF 3/16 INCH AS MEASURED WITH A 10 FOOT STRAIGHT EDGE. SURFACE EXCEEDING 3/16 INCH SHALL BE CORRECTED PRIOR TO FINAL COMPACTION.
14. IMMEDIATELY AFTER FINISH ROLLING THE HMA PATCH, THE EDGES SHALL RECEIVE AN APPLICATION OF CSS1-H TACK EXTENDING A MINIMUM OF 6 INCHES EITHER SIDE OF THE JOINT (PICTURE FRAME). APPLICATION OF CSS1-H SHALL OCCUR BEFORE THE HMA TEMPERATURE DROPS BELOW 175 DEGREES.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTMENT OF ALL VALVES AND MANHOLE RIMS THAT ARE NOT SPECIFIED TO BE ADJUSTED BY THE INDIVIDUAL UTILITY COMPANY, TO FINAL STREET GRADE.



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TOWN OF SUPERIOR
COYOTE RIDGE TRAILHEAD
CONSTRUCTION PLANS

REVISIONS		
NO.	DESCRIPTION	DATE
1	SUBMITTAL #2	07/28/25
2	CDOT COMMENTS	08/29/25
3	BID SET	09/11/25

DESIGNED BY: CMH	DATE: 06/27/25
DRAWN BY: CMH	
CHECKED BY: JAB	
JOB NO.: 218.001.13	
DWG NAME: 218.001.13_CVR.DWG	

TOS NOTES - 1

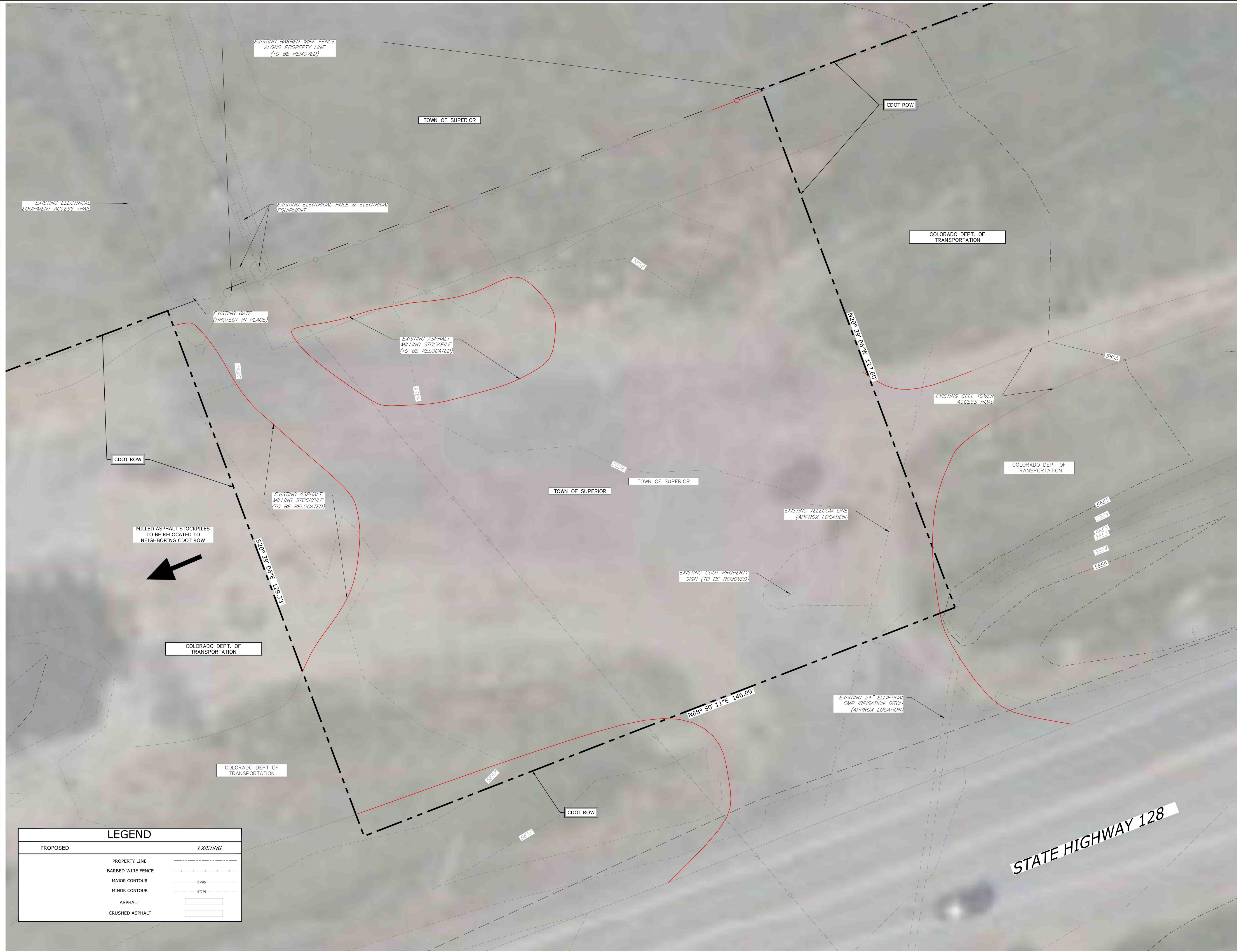
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C1.2

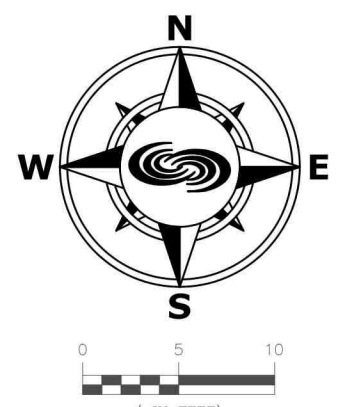
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KNOW WHAT'S BELOW
CALL BEFORE YOU DIG

J:\TOWN OF SUPERIOR - 218\218.001.13 SH128 TRAILHEAD\DRAWINGS\218.001.13 DEMOP



LEGEND	
PROPOSED	EXISTING
PROPERTY LINE	---
BARBED WIRE FENCE	---
MAJOR CONTOUR	---
MINOR CONTOUR	---
ASPHALT	---
CRUSHED ASPHALT	---



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DWG NAME: 218.001.13 DEMOP.DWG	

EXISTING
CONDITIONS
AND DEMO
PLAN

SHEET:
C2.0



LEGEND	
PROPOSED	EXISTING
	PROPERTY LINE
	SPLIT RAIL FENCE
	MAJOR CONTOUR
	MINOR CONTOUR
	ASPHALT
	NATIVE RESEEDING
	CRUSHED ASPHALT

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TOWN OF SUPERIOR
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CONSTRUCTION PLANS

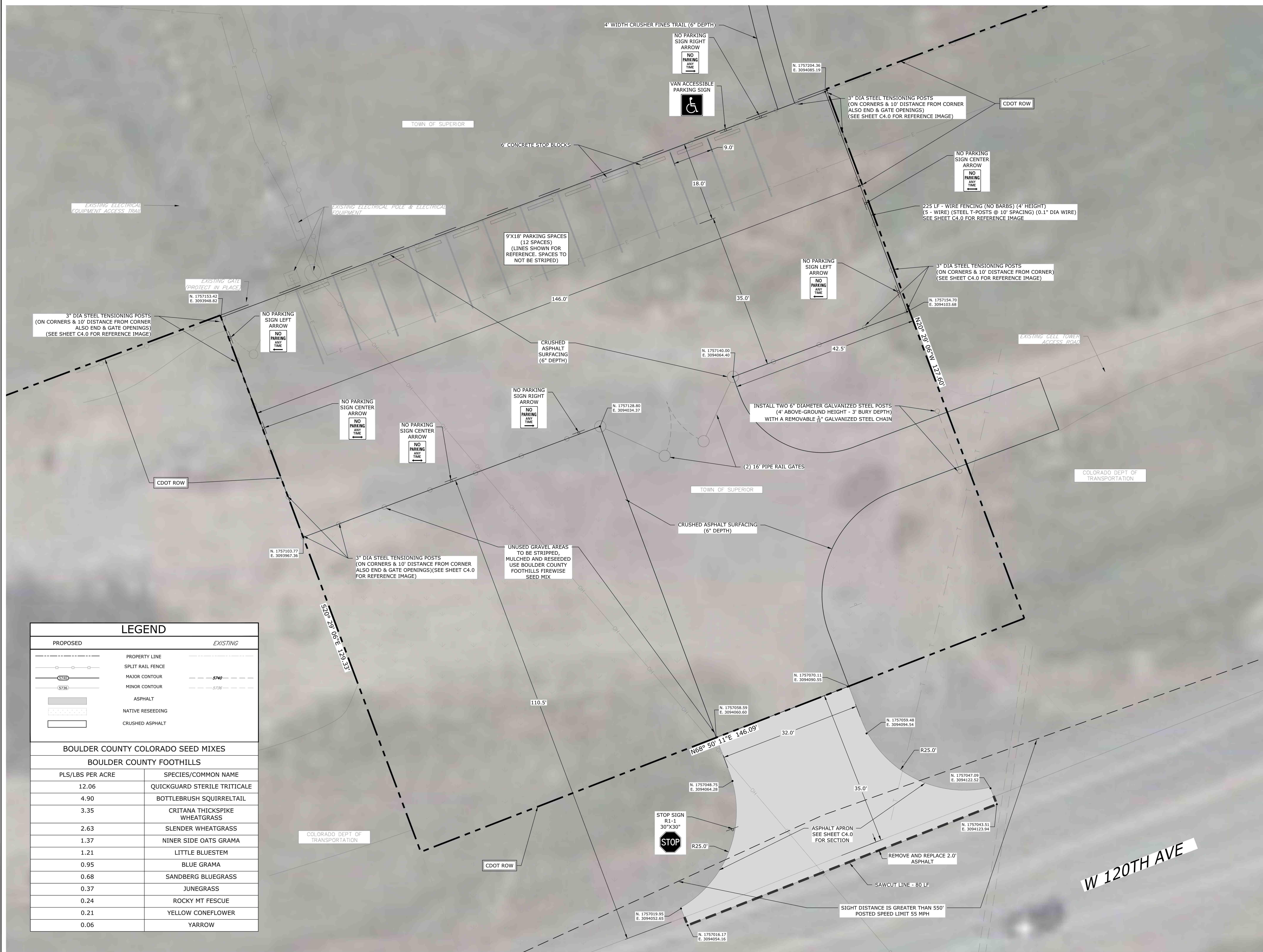
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DWG NAME: 218.001.13_OSP.DWG	

OVERALL SITE
PLAN

SHEET:
C2.1

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LEGEND

PROPOSED	EXISTING
	PROPERTY LINE
	SPLIT RAIL FENCE
	MAJOR CONTOUR
	MINOR CONTOUR
	ASPHALT
	NATIVE RESEEDING
	CRUSHED ASPHALT

BOULDER COUNTY COLORADO SEED MIXES

BOULDER COUNTY FOOTHILLS

PLS/LBS PER ACRE	SPECIES/COMMON NAME
12.06	QUICKGUARD STERILE TRITICALE
4.90	BOTTLEBRUSH SQUIRRELTAIL
3.35	CRITANA THICKSPIKE WHEATGRASS
2.63	SLENDER WHEATGRASS
1.37	NINER SIDE OATS GRAMA
1.21	LITTLE BLUESTEM
0.95	BLUE GRAMA
0.68	SANDBERG BLUEGRASS
0.37	JUNEGRASS
0.24	ROCKY MT FESCUE
0.21	YELLOW CONEFLOWER
0.06	YARROW



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TOWN OF SUPERIOR COYOTE RIDGE TRAILHEAD CONSTRUCTION PLANS

REVISIONS

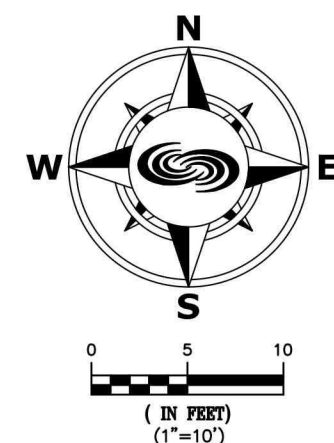
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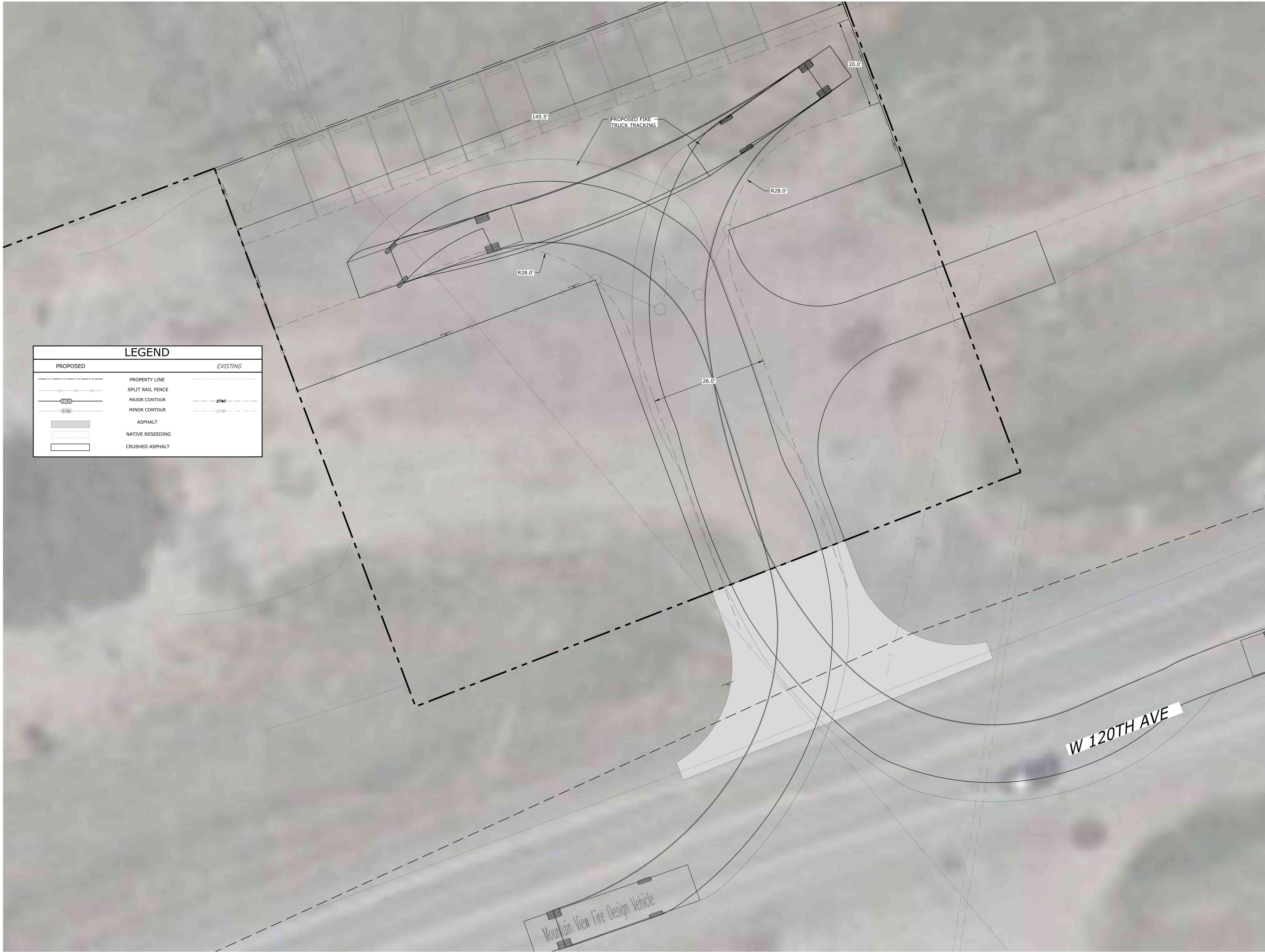
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JOB NO.: 218.001.13
DWG NAME: 218.001.13_PSP.DWG

PARTIAL SITE AND LANDSCAPING PLAN

SHEET:

C2.2





LEGEND	
PROPOSED	EXISTING
	PROPERTY LINE
	SPLIT RAIL FENCE
	MAJOR CONTOUR
	MINOR CONTOUR
	ASPHALT
	NATIVE RESEEDING
	CRUSHED ASPHALT



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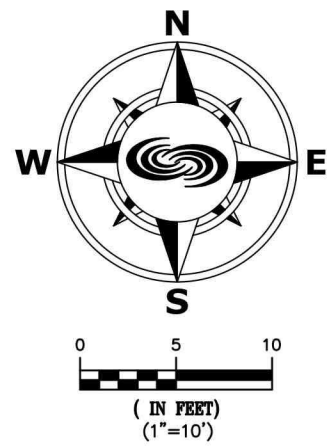
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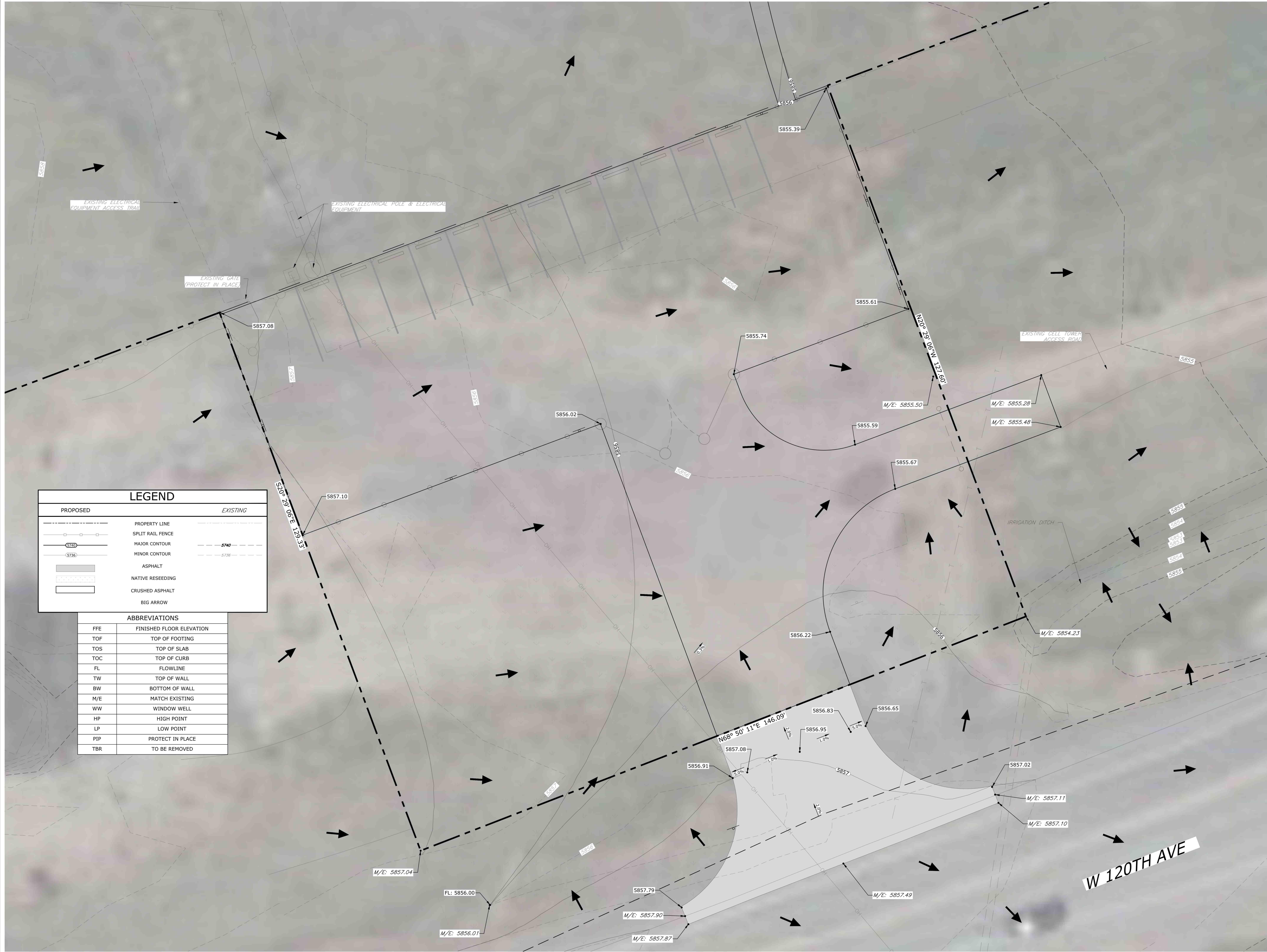
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DWG NAME: 218.001.13_FIRETURNP.DWG	

FIRE TURNING
PLAN

SHEET:

C2.3





PROPOSED

EXISTING

PROPERTY LINE

SPLIT RAIL FENCE

MAJOR CONTOUR

MINOR CONTOUR

ASPHALT

NATIVE RESEEDING

CRUSHED ASPHALT

BIG ARROW

ABBREVIATIONS

FFE	FINISHED FLOOR ELEVATION
TOP	TOP OF FOOTING
TOS	TOP OF SLAB
TOC	TOP OF CURB
FL	FLOWLINE
TW	TOP OF WALL
BW	BOTTOM OF WALL
M/E	MATCH EXISTING
WW	WINDOW WELL
HP	HIGH POINT
LP	LOW POINT
PIP	PROTECT IN PLACE
TBR	TO BE REMOVED

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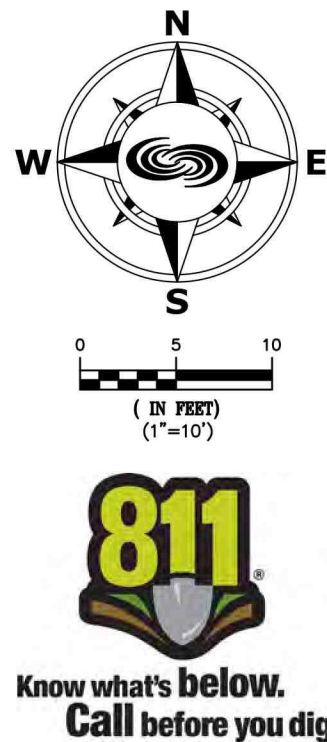
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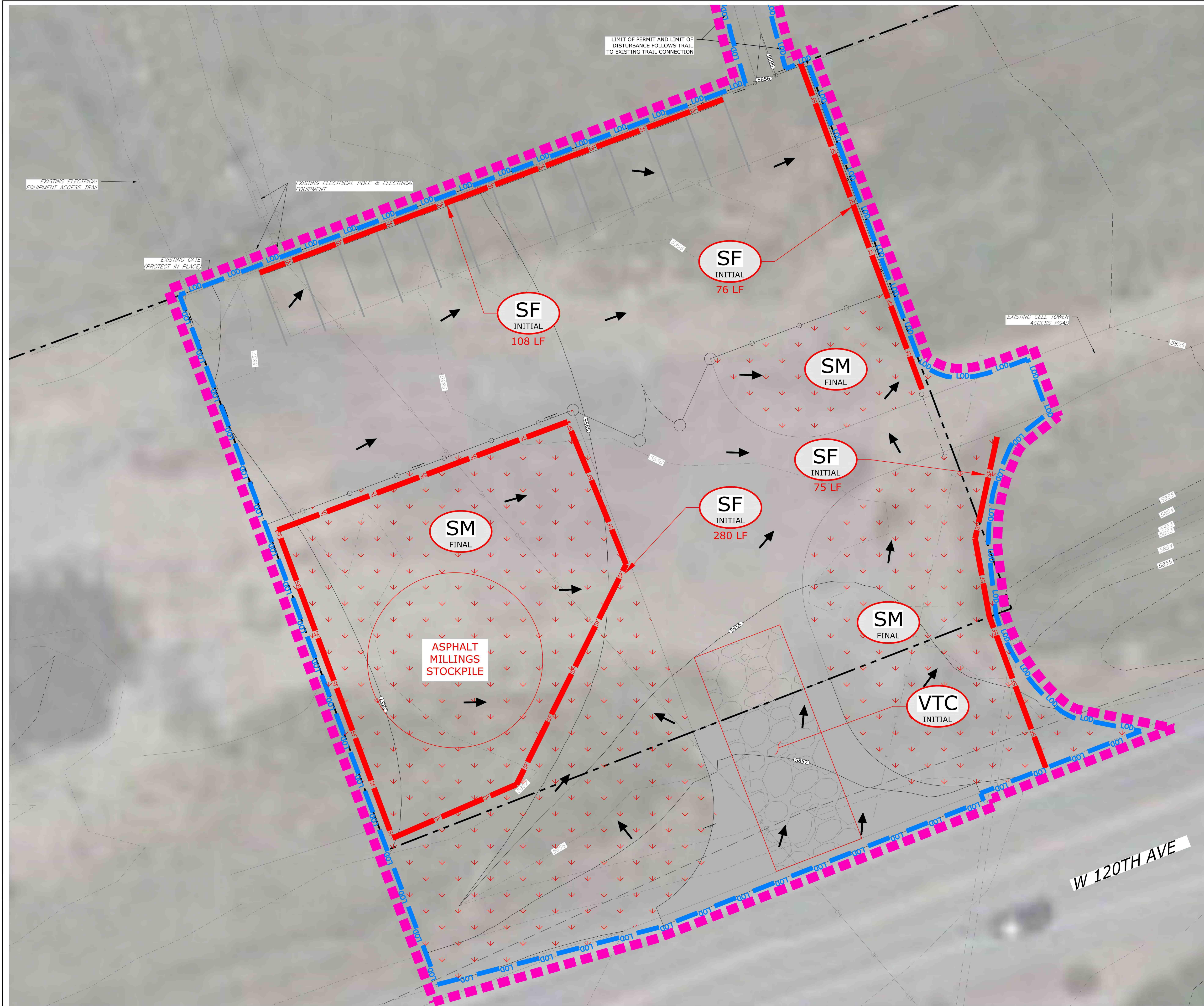
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DWG NAME: 218.001.13_PGP.DWG

PARTIAL
GRADING AND
DRAINAGE PLAN

SHEET:
C3.0



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BMP LEGEND

	CD	CHECK DAM
	CB	COMPOST BLANKET
	CFB	COMPOST FILTER BERM
	CWA	CONCRETE WASHOUT AREA
	CF	CONSTRUCTION FENCE
	CM	CONSTRUCTION MARKER
	DW	DEWATERING
	DD	DIVERSION DITCH
	ECB	EROSION CONTROL BLANKET
	IP	INLET PROTECTION
	RCD	REINFORCED CHECK DAM
	RRB	REINFORCED ROCK BERM
	RRC	RRB FOR CULVERT PROTECTION
	SB	SEDIMENT BASIN
	SCL	SEDIMENT CONTROL LOG
	ST	SEDIMENT TRAP
	SM	SEEDING AND MULCHING
	SF	SILT FENCE
	SSA	STABILIZED STAGING AREA
	SR	SURFACE ROUGHENING
	TSD	TEMPORARY SLOPE DRAIN
	TSC	TEMPORARY STREAM CROSSING
	TER	TERRACING
	VTC	VEHICLE TRACKING CONTROL
	WW	VTC WITH WHEEL WASH
	LOC	LIMITS OF CONSTRUCTION
	LOD	LIMITS OF DISTURBANCE
	TBR	TO BE REMOVED

NOTES:

1. FOR EROSION CONTROL NOTES SEE SHEET C1.2.
2. FOR EROSION CONTROL DETAILS SEE SHEET C4.0.
3. PERMIT AREA: 0.89 ACRES
4. DISTURBED AREA: 0.75 ACRES
5. THERE IS NO EXISTING VEGETATION WITHIN THE LIMIT OF DISTURBANCE TO BE PROTECTED.

PROPERTY LINE

EX MAJOR CONTOURS

EX MINOR CONTOURS

PROP MAJOR CONTOURS

PROP MINOR CONTOURS

DIRECTION OF FLOW

NOTES:

1. FOR EROSION CONTROL NOTES SEE SHEET C1.2.

2. FOR EROSION CONTROL DETAILS SEE SHEET C4.0.

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4. DISTURBED AREA: 0.75 ACRES

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STORMWATER MANAGEMENT PLAN

SHEET:

C3.1

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TOWN OF SUPERIOR

COYOTE RIDGE TRAILHEAD

CONSTRUCTION PLANS

DESIGNED BY: CMH **DATE:** 06/27/25

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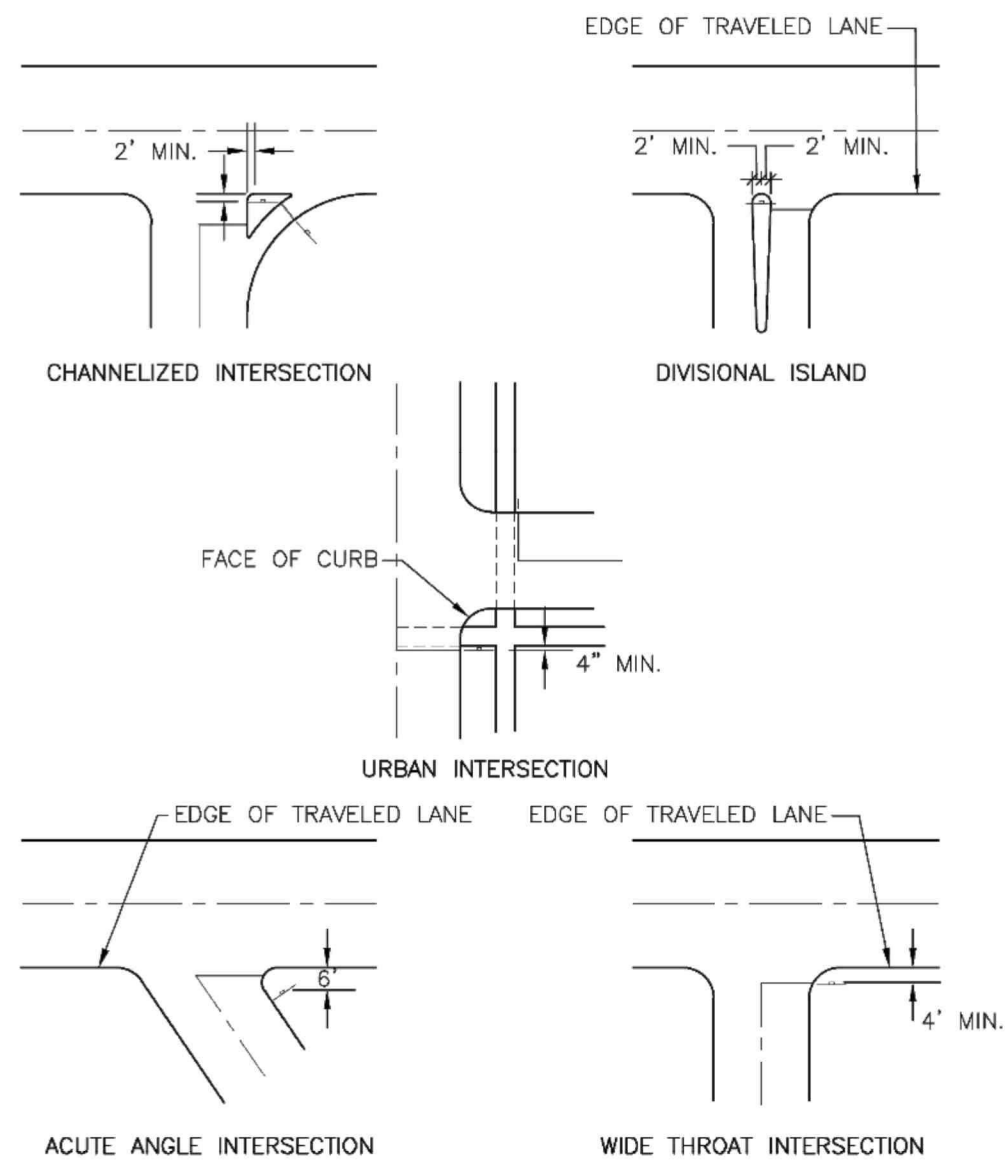
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STORMWATER MANAGEMENT PLAN

SHEET:

C3.1

J:\TOWN OF SUPERIOR - 218\218.001.13 SH128 TRAILHEAD\DRAWINGS\SHETS\218.001.13_DET



NOTE:
REFER TO THE MOST RECENT EDITION OF THE MANUAL OF
UNIFORM TRAFFIC CONTROL DEVICES FOR ADDITIONAL
INFORMATION.
TYPICAL LOCATIONS - STOP SIGNS AND YIELD SIGNS

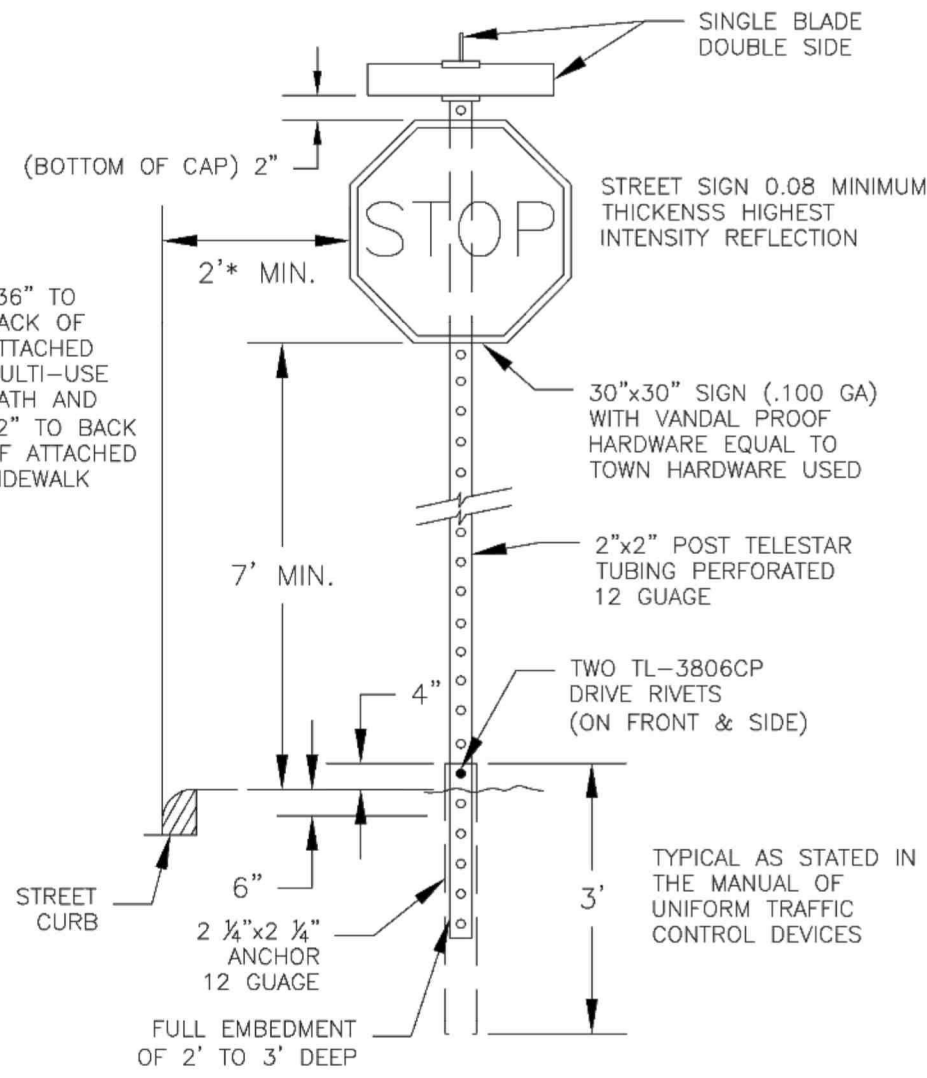


THESE DETAILS ARE PROVIDED FOR STANDARDIZATION PURPOSES ONLY. THIS DETAIL REPRESENTS MINIMUM DESIGN STANDARDS WHICH MAY REQUIRE UPGRADING FOR SPECIFIC APPLICATIONS.

STOP OR YIELD
SIGN LOCATIONS

DATE: JANUARY 2019	SHEET 700-18
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N.T.S.



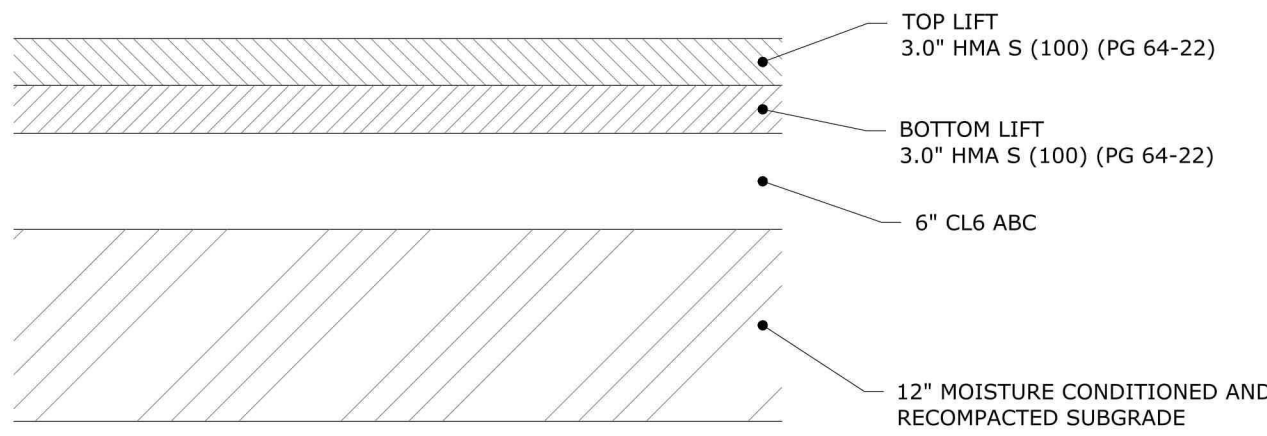


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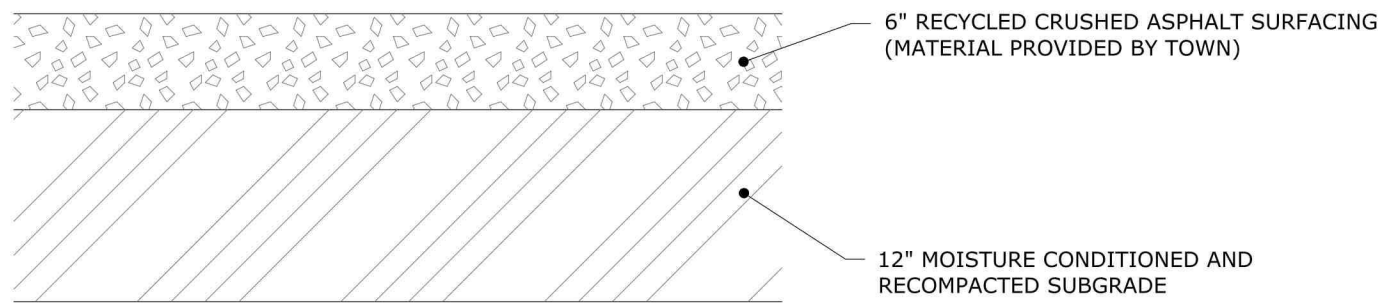
SIGN INSTALLATION

DATE: JANUARY 2019	SHEET 700-16
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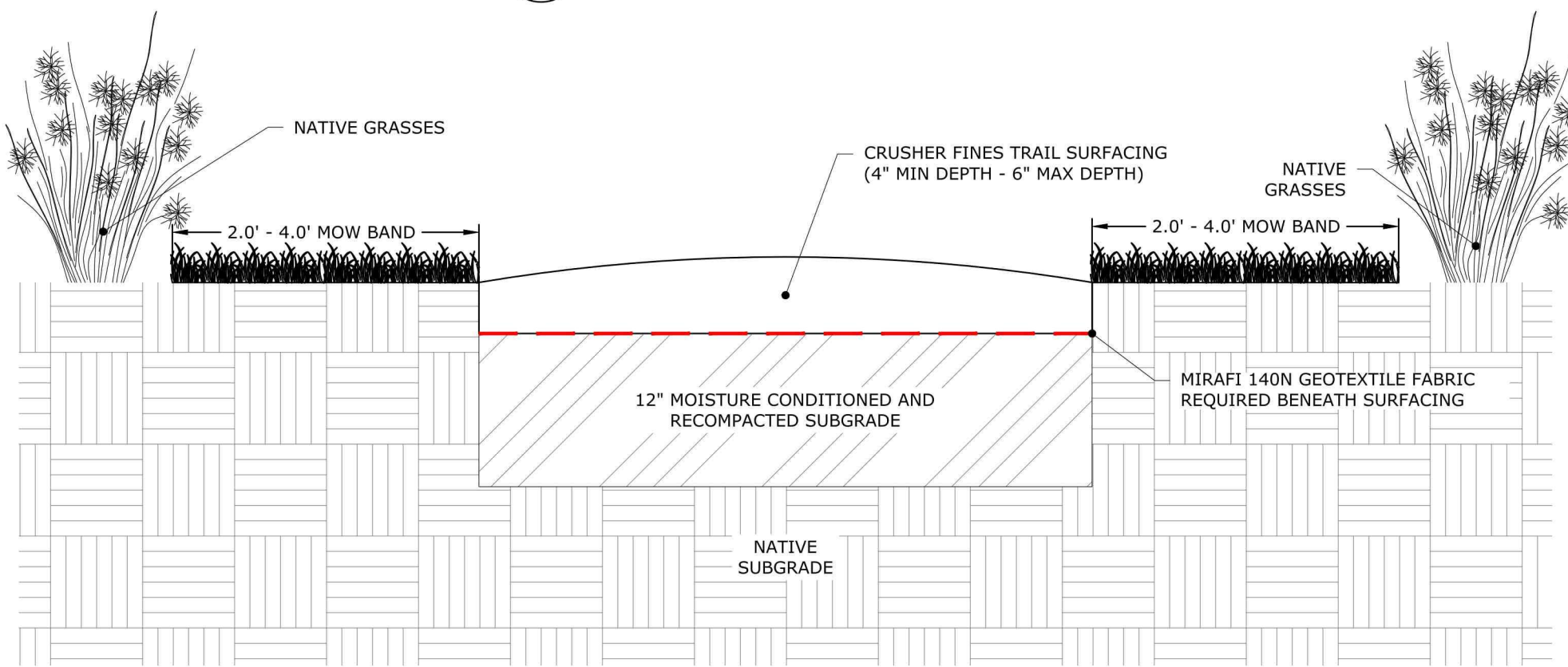
N.T.S.



A
C4.0
ASPHALT DRIVEWAY SECTION
1'=1"



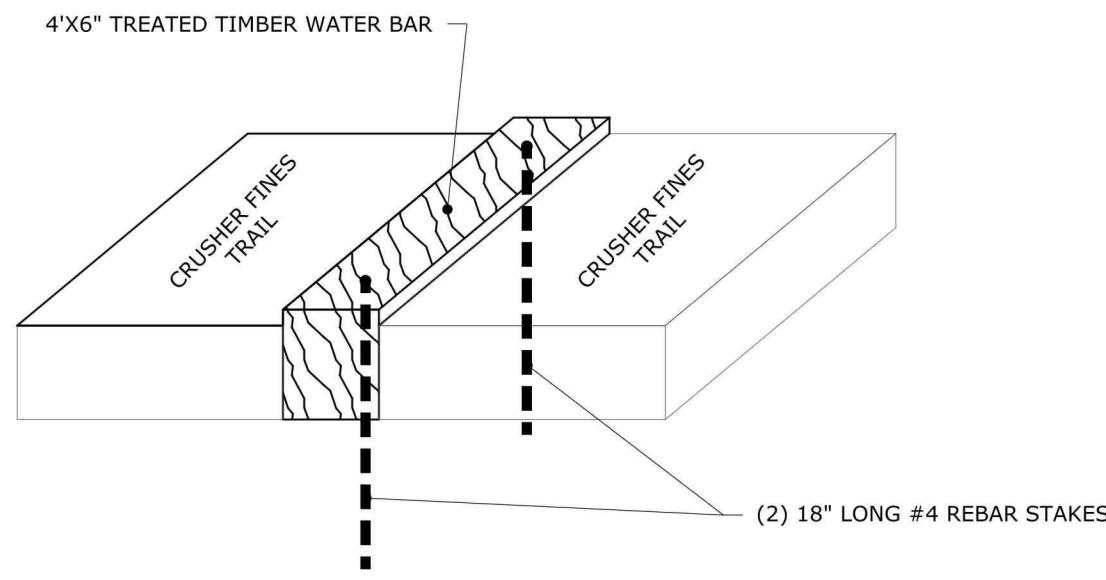
B
C4.0
6" CRUSHED ASPHALT PAVEMENT SECTION
1'=1"



C
C4.0
6" CRUSHER FINES TRAIL SECTION
1'=1"



F
C4.0
16' FARM GATE - REFERENCE IMAGE



G
C4.0
TRAIL WATER BAR DETAIL
1'=1"



D
C4.0
WIRE FENCE W/ T-POSTS (5 WIRES) - REFERENCE IMAGE



E
C4.0
STEEL TENSIONING POSTS - REFERENCE IMAGE

- NOTES:
- CORNER AND TENSION POSTS SHALL BE 3" NOMINAL DIAMETER
 - TOP RAILS TO BE 2.5" NOMINAL DIAMETER
 - GATE POSTS SHALL BE 6" NOMINAL DIAMETER
 - POSTS TO BE DRIVEN 3' MINIMUM
 - BELOW GRADE, T-POSTS TO BE INSTALLED AT 10' ON CENTER SPACING
 - BETWEEN TENSION POSTS, WIRE TO BE 12.5 GAUGE BARBLESS CABLE
 - WIRE SHALL BE 12.5 GAUGE BARBLESS CABLE



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TOWN OF SUPERIOR
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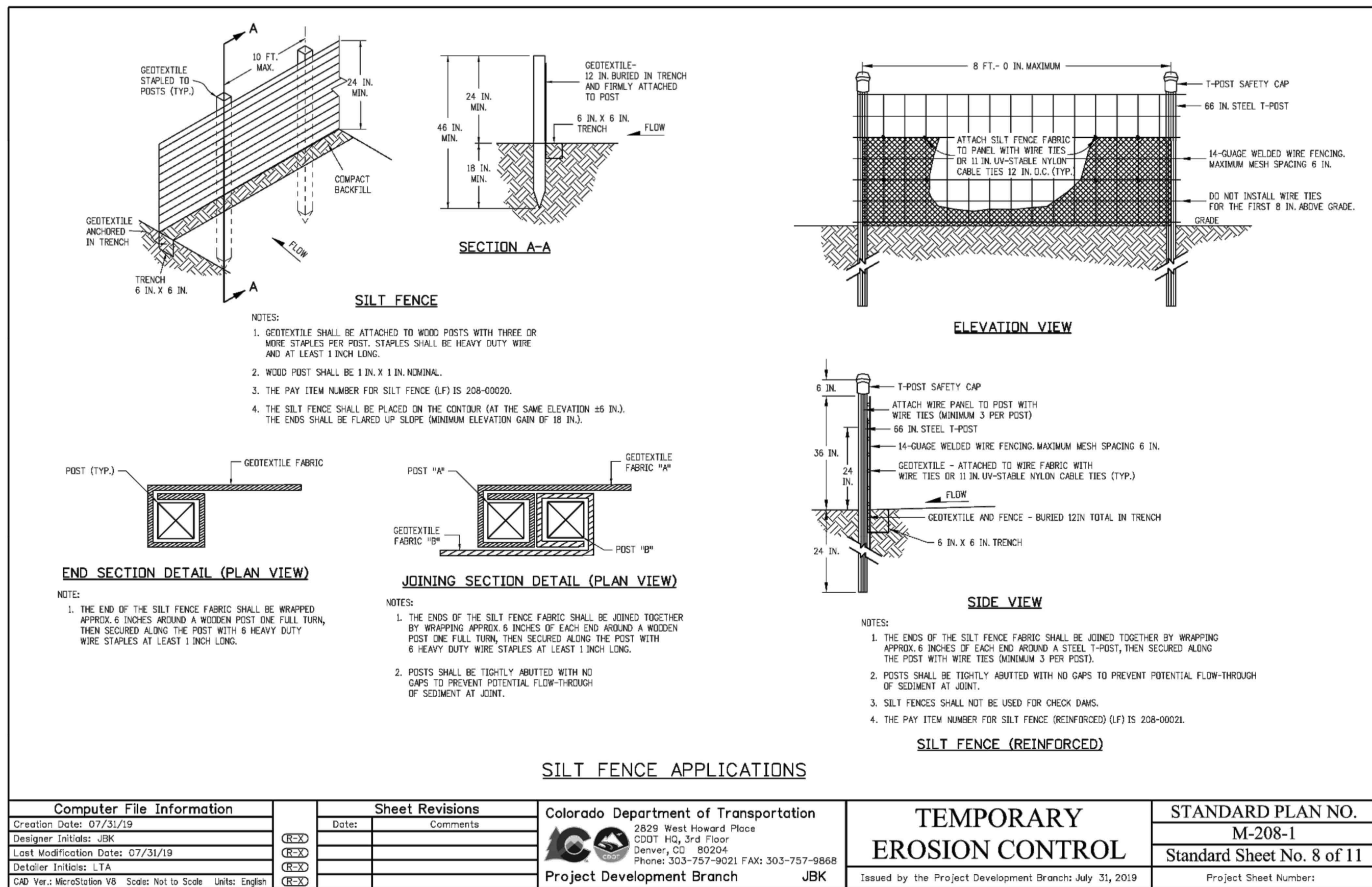
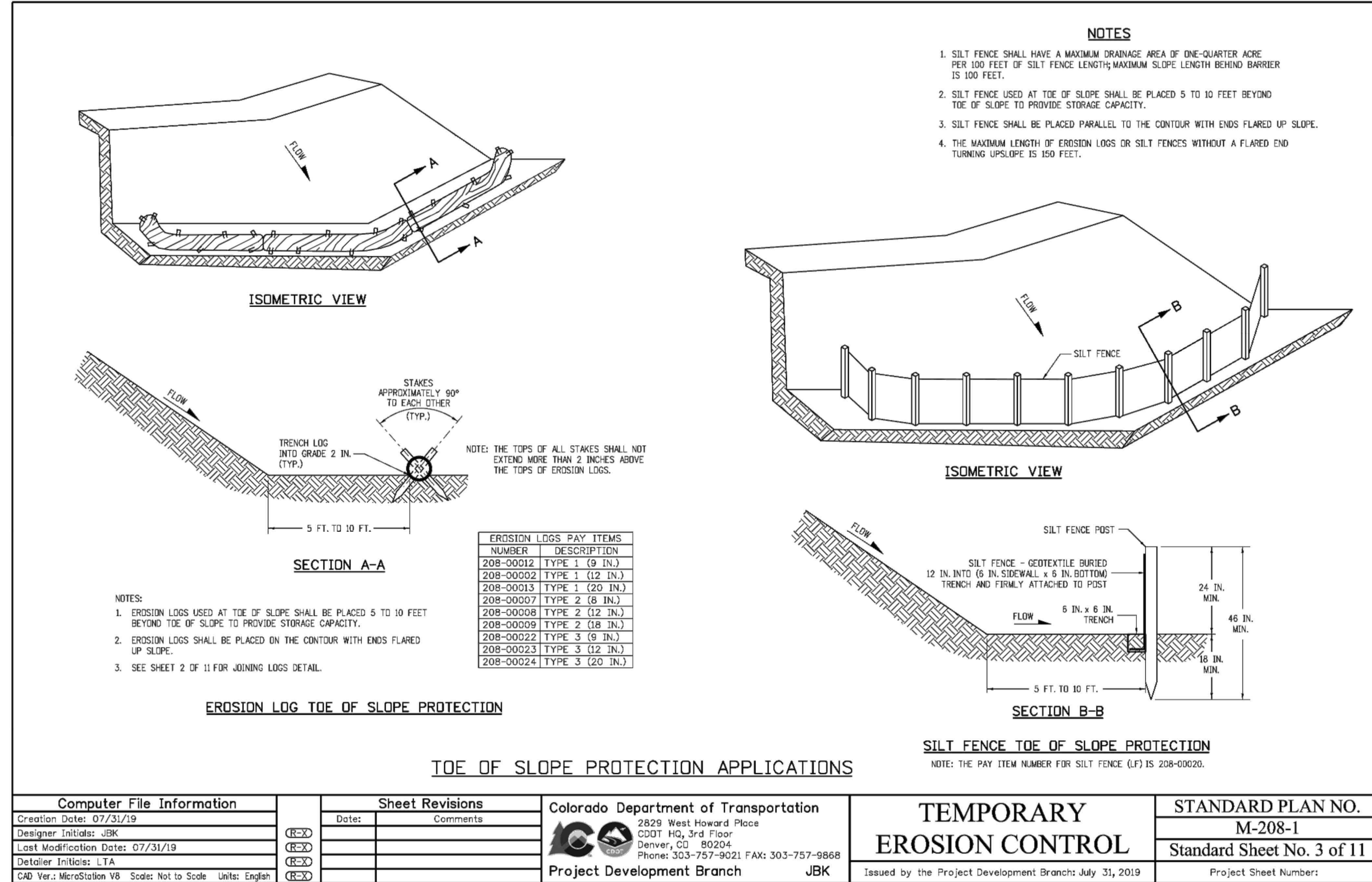
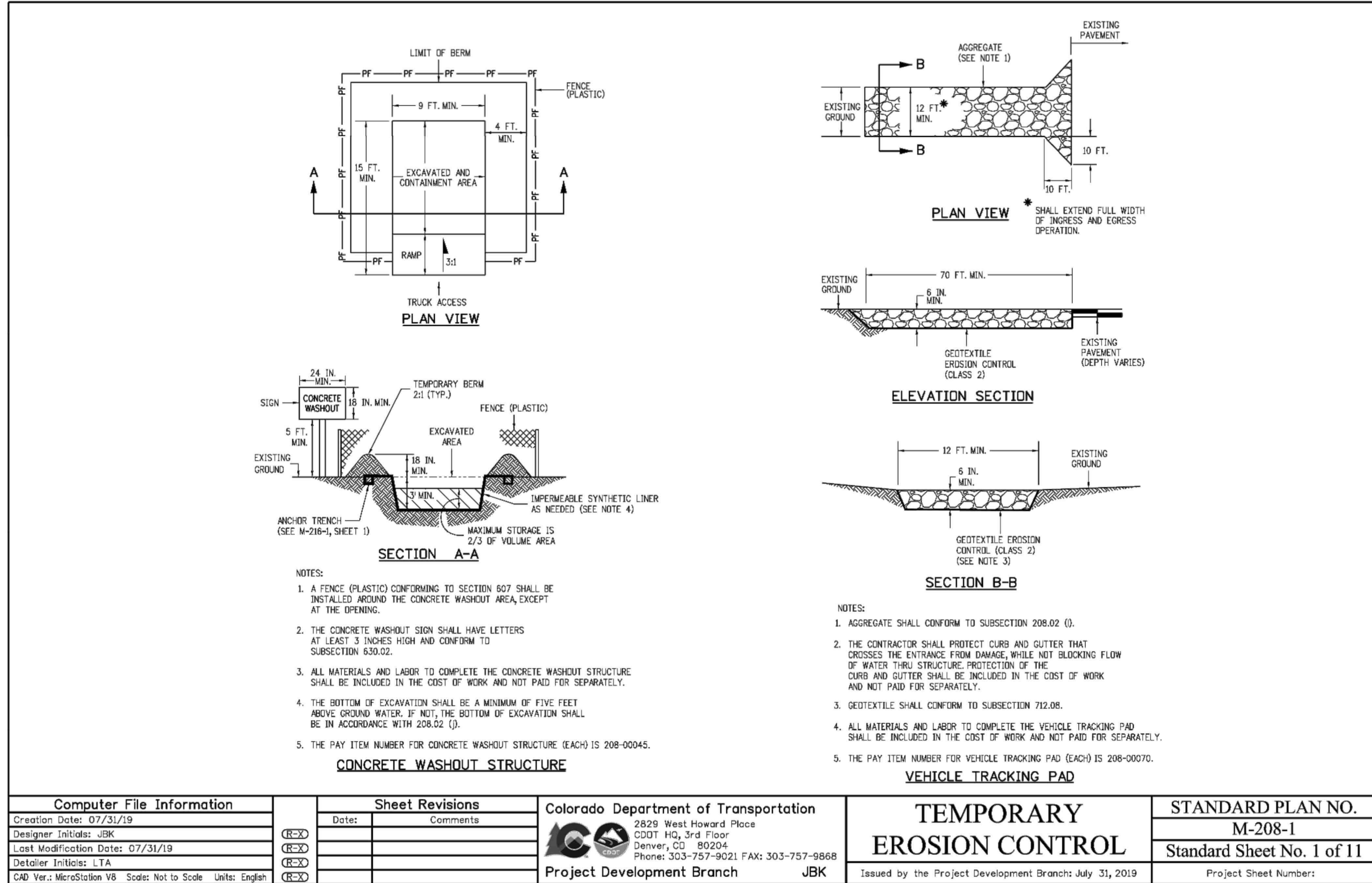
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DETAILS

SHEET:

C4.0

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SWMP DETAILS 1

SHEET:

C4.1

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STORMWATER MANAGEMENT PLAN (SWMP) TEMPLATE LESS THAN 1 ACRE OF DISTURBANCE (6/20/2024)

1. Site Description

The Contractor shall comply with all Town of Superior contractual requirements. The SWMP Administrator for Construction shall update the SWMP to reflect current project site conditions.

A. Project Site Location:

Location or address of construction office:
The site is located between the intersections of SH-128 and McCaslin Blvd and the intersection of SH-128 and Indiana Street

B. Project Site Description:

A trailhead with an associated parking lot, fencing and other improvements is proposed onsite. Grading is to be performed in order to improve the existing drainage onsite. Paving is planned for the proposed access. Native seeding is proposed in all unpaved disturbed areas.

C. Proposed Schedule for Sequence for Major Construction Activities:

Stabilize all areas that are not paved or landscaped through establishment of vegetation cover.

D. Acres of Disturbance:

1. Total area of construction site (LOC (PERMITTED AREA)): 0.95 acres
2. Total area of proposed disturbance (LDA): 0.81 acres
3. Total area of seeding: 0.27 acres
4. Total area of pre-project impervious surface: 2267 sq. ft.
5. Total area of final impervious surface: 11,900 sq. ft.

Existing Soil Data:

Vaimont Clay Loam, Hydrologic Group C
Data Source(s): USDA Web Soil Survey

E. Existing Vegetation, Including Percent of Vegetative Cover:

Existing areas that are not covered with recycled asphalt or road base have a coverage of 70% based on visual examination June 2025.

2. Stormwater Management Controls for First Construction Activities

The Contractor shall perform the following

A. Potential Pollutants Sources:

Refer to Potential Pollutant Sources in SWMP Section 4A. The SWMP Administrator for Construction shall prepare a list of all potential pollutants and their locations in accordance with subsection 107.25.

B. Vehicle Tracking Control:

Control Measures shall be implemented in accordance with standard details.

C. Perimeter Control:

Perimeter control shall be established as the first item on the SWMP to prevent the potential for pollutants leaving the construction site boundaries, entering the stormwater drainage system, or discharging to state waters. Perimeter control consists of silt fence implemented in accordance with standard details.

3. Qualified Stormwater Managers:

A. SWMP Administrator for Construction: The Contractor shall designate a SWMP Administrator for Construction. The SWMP Administrator for Construction shall become the operator for the SWMP and assume responsibility for all design changes to the SWMP implementation. The SWMP Administrator for Construction shall be responsible for implementing, maintaining, and revising SWMP, including the title and contact information. The activities and responsibilities of the SWMP Administrator for Construction shall address all aspects of the project's SWMP.

Name/Title	Contact Information (phone & email)	Certification #	Certification Expiration Date	Start Date

4. During Construction

Responsibilities of the SWMP Administrator for Construction: Considered a "living document", the SWMP is continuously reviewed and modified throughout the construction phases. During construction, the SWMP Administrator for Construction shall have full responsibility to maintain and update the SWMP.

During construction, indicate how items that were not addressed during design are being handled in construction. If items are covered in other sections of the SWMP, indicate below what section the discussion takes place.

A. **Materials Handling and Spill Prevention and Response Plan:** Prior to commencing Construction Activities Associated with Water Quality, the Contractor shall submit a Spill Response Plan.

B. **Other CDPS Permits or Guidance Documents:** List applicable CDPS permits or guidance documents associated with the permitted site and activities.

C. **Stockpile Management:** If material is stockpiled, it shall be surrounded by silt fence.

D. **Saw Cutting:** Shall be done in accordance with CDOT specifications subsections 107.25, 208.02, 208.04, 208.05.

E. **Street Sweeping:** Shall be done in accordance with CDOT specifications subsection 208.04.

5. Control Measure Maintenance

Maintenance shall be in accordance with M-1FD details.

6. Temporary, Permanent Stabilization and Long-Term Stormwater Management

A. Seeding Plan:

Refer to Sheet C3.0 for seed mix.

B. Seeding Application Method:

The following seeding methods shall be used for all areas shown on the Permanent Stabilization Site Maps. Soil compaction shall be minimized for areas where permanent/landscape stabilization will be achieved through vegetative cover.

C. Mulching Application:

Apply a minimum of 2 tons/ac of certified weed free hay or 2 1/2 tons/ac of certified weed free straw per acre, and mechanically crimp it into the soil in combination with an organic mulch tackifier.

D. Special Requirements:

1. Soil amendments, seedbed preparation, and permanent stabilization mulching shall be accomplished within four working days of placing the topsoil on the de-compacted civil subgrades.
2. Complete permanent stabilization mulching within 24 hours of hydraulic application of native seed.

E. Reseeding Operations/Corrective Stabilization:

Prior to stormwater construction work partial acceptance.

1. All seeded areas shall be reviewed by the SWMP Administrator for Construction and or Erosion Control Inspector for bare soils caused by surface or wind erosion. Bare areas caused by surface or gully erosion, blown away mulch, etc, shall be re-graded, seeded, and have the designated mulching applied as necessary, at no additional cost to the project.
2. The Contractor shall maintain seeding/mulch, mow to control weeds or apply herbicide to control weeds in the seeded areas, at no additional cost to the project.

7. Prior to Project Final Acceptance

A. When directed by the Town, removal and disposal of temporary control measures shall be included in the cost of work.

8. Narratives

Control Measure Matrices During Construction:

1. Control measure narratives have been included for the CDOT Standard Specifications and Standard Plan M-208 and M-216 along with any non-standard control measures approved during the design process. If a Non-Standard Control Measure not included in the SWMP is proposed and approved by the Engineer, the SWMP Administrator for Construction shall: Place an "X" in the column "M-208 Standard or "X" for Non-Standard" and complete a Non-Standard Control Measure Specification and Narrative. The Narrative shall include drawings, dimensions, installation information, materials, implementation processes, control measure-specific inspection expectations, and maintenance requirements of the control measure. The appropriate "X" shall also be added to the implementation phase(s).
2. The SWMP Administrator for Construction shall place an "X" in the column "In Use On Site" when the control measure has been installed.
3. A "B" in the "Initial Activities" column indicates that the control measure shall be installed **before** construction activities associated with water quality commence. Locations and quantities will be discussed during the Environmental Pre-Construction Conference with the Regional Water Pollution Control Manager.

Structural Control Measures that may be potentially used on the project for erosion and sediment control; practices may include, but are not limited to the following:

Application, Control measure	Narrative	M- 208 Standard or "X" For Non- Standard	In Use on Site	Initial Activities	Interim Activities	Permanent Stabilization
Protection of Existing Wetlands Fence (plastic) and erosion logs (sediment control logs)	Fence (plastic) shall be placed in combination with erosion logs (sediment control logs) to prevent encroachment of construction traffic and sediment into state waters prior to start of construction activities associated with water quality. Fence (plastic) shall be placed adjacent to the wetlands; erosion logs (sediment control logs) shall be placed between the plastic fence and disturbance area. Logs shall be placed to direct flows away from or filter water running into wetlands from disturbance areas.					
Protection of Existing Trees/Landscaping Fence (plastic)	Fence (plastic) shall be used in areas indicated in the plans to prevent encroachment of construction traffic and sediment for the protection of sensitive habitat, mature trees and/or existing landscaping prior to start of construction activities associated with water quality.					
Check Dam/Ditch Check Erosion log (sediment control log), silt berm, silt dike, rock check dam	Placed in ditches immediately upon completion of ditch grading to reduce velocity of runoff in the ditch. For existing ditches, place prior to start of construction activities associated with water quality.	M-208				
Storm Drain Inlet Protection in Paved Roadways (Type 1, 2 and 3 as shown on M-208-1, sheet 5 of 11)	Manufactured storm drain inlet protection placed prior to construction activities associated with water quality as detailed in M-208-1, to protect existing inlets or immediately upon completion of new inlets to prevent sediment from entering the inlet throughout construction.	M-208				
Storm Drain Inlet Protection in Native Seed Areas (M-604 Standard Inlets Type C and D)	Erosion logs (sediment control logs) or aggregate bags placed around the inlet grate to prevent sediment from entering the inlet. Place prior to construction activities associated with water quality to protect existing inlets or immediately upon completion of new inlets.	M-208				
Culvert Inlet/Outlet Protection Erosion logs (sediment control logs), aggregate bags	Placed at mouth of culvert inlets and over top of culvert at inlet and outlet where disturbance may be occurring adjacent to pipe to prevent sediment laden water from entering pipe or drainage. Place prior to the start of construction activities associated with water quality.	M-208				
Type C, Type D and Type 13 Protection Erosion logs (sediment control logs), aggregate bags, erosion bales	Placed around inlet grate or slope and ditch paving to prevent sediment from entering inlet. Place prior to the start of construction activities associated with water quality.	M-208				
Stockpile Protection Temporary berm, erosion logs (sediment control logs), aggregate bags*	Placed within specified distance, in accordance with subsection 208.06, from toe to contain sediment around stockpile. *Aggregate bags are easily moved and replaced for access during the workday. Place prior to start of stockpiling, increase control as the stockpile increases size.	M-208	X	X	X	
Toe of Fill Protection Erosion logs (sediment control logs), temporary berm, silt fence, topsoil windrow*	Place prior to slope/embankment work to capture sediment and protect and delineate undisturbed areas. *Can be used to stockpile topsoil for salvage.	M-208				
Perimeter Control Erosion logs (sediment control logs), silt fence, temporary berms	Placed prior to construction activities associated with water quality commencing to address potential run-on water from off site, and to divert around disturbed areas.	M-208	X	B	X	
Slope Control silt fence, erosion logs (sediment control logs)	Placed on the contour of a slope to contain and slow down construction runoff. Place prior to the start of construction activities associated with water quality.	M-208				
Temporary Sediment Trap	Used to capture sediment laden runoff from disturbed areas < 5 acres during construction. Place prior to the start of construction activities associated with water quality. Outlets that withdraw water from or near the surface may be installed when discharging from basins and impoundments.	M-208				
Temporary Slope Drain	Placed as a conduit or chute to drain runoff down slope and to prevent erosion of slope.	M-208				
Application, Control measure	Narrative	M- 208 Standard or "X" For Non- Standard	In Use on Site	Initial Activities	Interim Activities	Permanent Stabilization
Outlet Protection	Material placed as an energy dissipater to prevent erosion at outlet structure.	M-601-12				

Non-Structural Control Measures that may be potentially used on the project for erosion and sediment control; practices may include, but are not limited to:

Erosion control devices are used to limit the amount of soil loss on site. Sediment control devices are designed to capture sediment on the project site. Construction controls are control measures related to construction access and staging. Control Measure locations are indicated on the SWMP Site Map.

Application, Control measure	Narrative	M- 208 Standard Or "X" for Non-Standard	In Use on Site	Initial Activities	Interim Activities	Permanent Stabilization
Vegetative Buffer Strip	Finishing component for filtering sediment-laden runoff from disturbance area. Area within CDOT ROW or temporary easement to be identified on SWMP prior to construction activities associated with water quality starting. Upgrade/interim control measures must be installed immediately adjacent to vegetative buffers.		X	X	X	X
Grading Applications (Landform)	Existing or created landforms may be used as a control measure if they prevent sediment from entering or leaving the disturbance area. If a landform directs flow of water to a concentrated outfall point, the outfall point shall be protected to prevent erosion. Area to be identified on SWMP prior to construction activities associated with water quality starting.	M-208				
Topsoil Management Stockpile/Salvage Stockpile	Prior to any site disturbance work commencing, existing topsoil shall be scraped to a depth six inches or as specified, and placed in stockpiles or windrows. Upon completion of final grading, topsoil shall be evenly distributed over embankment to a depth of six inches or as specified.	M-208	X	X		
Surface Roughening / Grading Techniques	Daily stabilization of disturbance and to minimize wind erosion.					
Seeding (Temporary)	Temporary stabilization used for over wintering of disturbance or used to control erosion for areas scheduled for future construction.					
Bonded Fiber Maltix or Mulching (Hydraulic)	Not to be used in areas of concentrated flows, i.e. ditch lines. To be for either Temporary or Permanent Stabilization placed as a surface cover for erosion control. May be used as surface cover when work is temporarily halted and as approved by the Engineer for stockpiles.					
Straw or Hay Mulch/Mulch Tackifier	Temporary or Permanent Stabilization placed as a surface cover for erosion control and or seeding establishment. To be installed as Temporary Stabilization as a surface cover when work is temporarily halted and as approved by the Engineer.					
Spray-On Mulch Blanket (Not to be used in areas of concentrated flows, i.e. ditch lines.)	Temporary or Permanent Stabilization placed as a surface cover for erosion control and or seeding establishment. To be installed as temporary surface					



8308 COLORADO BLVD
SUITE 200
FIRESTONE, CO 80530
303.833.1416
WWW.CIVILRESOURCES.COM



124 E COAL CREEK DRIVE
SUPERIOR, CO 80027
303.499.3675

TOWN OF SUPERIOR
COYOTE RIDGE TRAILHEAD
CONSTRUCTION PLANS

REVISIONS

NO.	DESCRIPTION	DATE
1	SUBMITTAL #2	07/28/25
2	CDOT COMMENTS	08/29/25
3	BID SET	09/11/25

DESIGNED BY: CMH DATE: 06/27/25
DRAWN BY: CMH
CHECKED BY: JAB
JOB NO.: 218.001.13
DWG NAME:218.001.13_DET.DWG

SWMP DETAILS 2

SHEET:

C4.2

J:\TOWN OF SUPERIOR - 218\218.001.13 SH128 TRAILHEAD\DRAWINGS\SHEETS\218.001.13_DET

	cover when work is temporarily halted and as approved by the Engineer					
Seeding Permanent (Native Perennial)	Permanent Stabilization of disturbance and to reduce runoff and control erosion on disturbed areas.		X			X
Soil Retention Blanket (SRB)	Temporary or Permanent Stabilization of disturbance and to reduce runoff and control erosion on disturbed areas.	M-216				
Turf Reinforcement Mat (TRM)	Permanent Stabilization of disturbance and to reduce runoff and control erosion on disturbed areas. Placed in channels or on slopes for erosion control, channel liner and seed establishment.	M-216				
Sweeping	Source control, used to remove sediment tracked onto paved surfaces and to prevent sediment from leaving the LOC. Sweep daily and at the end of the construction shift as needed. Kick brooms shall not be permitted.			X	X	X
Other						

9. Tabulation of Stormwater Quantities

A. Control Measure sediment removal and disposal shall be paid for as: 208 Removal and Disposal of Sediment (Equipment) and 208 Removal and Disposal of Sediment (Labor). All other control measure maintenance shall be included in the cost of the control measure.

PSP Spec.	Pay Item	Description	Pay Unit	Initial Const.	Interim Const.	Permanent Stabilization	*Total Quantity
	208-00020	Silt Fence	LF	540			540
	208-00070	Vehicle Tracking Pad	Each	1			1
	208-00106	Sweeping (Sediment Removal)	Hour	1	1	1	3
	212-00006	Seeding (Native)	Acre			0.27	0.27
	213-00002	Mulching (Weed Free Hay)	Acre			0.27	0.27

10. Biological Impacts and Dewatering

A. Environmental Impacts:

1. Wetland Impacts: No
2. Stream Impacts: No
3. Threatened and Endangered Species:
No species are anticipated to be impacted by the project.

B. Dewatering:

None anticipated.



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TOWN OF SUPERIOR
COYOTE RIDGE TRAILHEAD
CONSTRUCTION PLANS

REVISIONS		
NO.	DESCRIPTION	DATE
1	SUBMITTAL #2	07/28/25
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DESIGNED BY: CMH	DATE: 06/27/25
DRAWN BY: CMH	
CHECKED BY: JAB	
JOB NO.: 218.001.13	
DWG NAME:218.001.13_DET.DWG	

SWMP DETAILS 3

SHEET:

C4.3



Item Number 5e

Information for Meeting of the Superior Town Council

Agenda Item Name: Approve two Resolutions, one for the Purchase of the Coyote-Hawk sculpture and one for the Silencio sculpture

Meeting Date: October 27, 2025

Presented by: Leslie Clark, PROS Director
Jennifer Garner, Arts & History Supervisor
Andrew Vaughan, CAPS Chair

Presented for: Action

BACKGROUND

The Cultural Arts and Public Spaces (CAPS) advisory group's 2025 work plan includes the ARTery project. At the September 25 CAPS meeting, the committee approved a recommendation for the purchase of two current leased sculptures: Coyote-Hawk by artist Joe Norman, and Silencio by artist Mike Clapper. The lease agreements, both at \$2,500 per year, outlined future purchase options minus the lease price. Both sculptures were acquired for loan in 2024 and both artists received loan payments in 2024 and 2025.

Coyote-Hawk is currently installed in the Center median on S. Indiana St. near Eldorado K-8. Silencio is currently installed in the center median along Rock Creek Parkway between S. Pitkin Ave and S. Indiana Street.

If approved, the two sculptures would become part of the permanent public art collection and part the ARTery path.

BUDGET IMPLICATIONS

The PROS 2025 Capital Improvement Program Fund has sufficient funding for the \$36,500 expenditure.

Name	Original Purchase Amount	2024 Loan Amount	2025 Loan Amount	2025 Purchase Amount
Joe Norman	\$28,500	\$2,500	\$2,500	\$23,500
Mike Clapper	\$18,000	\$2,500	\$2,500	\$13,000
TOTAL				\$36,500

RECOMMENDED ACTION

Recommend approval to purchase the Silencio sculpture by artist Mike Clapper and the Coyote-Hawk sculpture by artist Joe Norman. The 2025 CAPS budget of \$70,000 will cover the cost for both purchases.

MOTION

Move to approve two resolutions, one to purchase the Coyote-Hawk sculpture in the amount of \$23,500, and one to purchase the Silencio sculpture in the amount of \$13,000 for a total of \$36,500.

ATTACHMENTS

- Attachment 1 – Resolutions for Coyote-Hawk & Silencio
- Attachment 2 – Agreements for Coyote-Hawk & Silencio
- Attachment 3 - CAPS 2025 Annual Work Plan
- Attachment 4 - Photos of Silencio & Coyote- Hawk

**Town of Superior
Resolution Number R-83
Series 2025**

A Resolution of the Town Council of the Town of Superior approving an Art Purchase Agreement with Joe Norman of Blue Boat Home LLC for the Coyote-Hawk sculpture

Whereas, The Town is currently leasing a sculpture, Coyote Hawk (the "Art"), as part of the Town of Superior Public Art collection;

Whereas, Town residents continue to enjoy the Art; and

Whereas, the Cultural Arts and Public Spaces advisory committee supports and recommends that the Town purchase the Art.

Now, therefore, be it resolved by the Town Council of the Town of Superior, Colorado, as follows:

Section 1. The Art Purchase Agreement between the Town and Joe Norman of Blue Boat Home 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 Art Purchase Agreement on behalf of the Town.

Adopted this 27 day of October, 2025.

Mark Lacis, Mayor

Attest:

Shannon Dujardin, Town Clerk

ART PURCHASE AGREEMENT

THIS ART PURCHASE AGREEMENT (the "Agreement") is made and entered into this 27th 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 Joe Norman of Blue Boat Home LLC, an independent contractor, with an address of 728 West 6th, Loveland, CO 80537 (the "Artist") (each a "Party" and collectively the "Parties").

WHEREAS, Artist is currently loaning Coyote-Hawk (the "Art") to the Town; and

WHEREAS, the Town wishes to purchase Artist's Art.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. ARTWORK

The Town agrees to purchase the Art from Artist, to be installed within the Town of Superior, as depicted and described within **Exhibit A**, attached hereto and incorporated herein.

II. COMPENSATION

The Town shall pay Artist a total fee of \$23,500 for the purchase of the Art. The fee shall constitute full compensation for the purchase of the Art, and no additional amounts shall be paid by the Town for the Art.

III. WARRANTIES

A. Artist warrants to the Town that Artist has created the Art and possesses unencumbered title to the Art.

B. Artist guarantees all parts and workmanship for the Art. Artist shall replace any defective parts or rework any defective craftsmanship in a timely fashion at no cost to the Town.

C. Artist warrants that the Art and any materials used in creating the Art, or made a part of the Art, or placed permanently in the Artwork, are not currently known to be harmful to public health and safety and are durable to withstand dramatic changes in temperature and winds up to 90 miles per hour.

IV. INDEMNIFICATION

Artist hereby indemnifies and holds harmless the Town, its officers, agents, and representatives from any claim by any third party for 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 the Art or Artist's activities pursuant to this Agreement.

V. REPRODUCTION RIGHTS

Artist reserves all rights to the reproduction of the Art except that Artist grants to the Town an irrevocable license to make photographic reproductions of the Art without compensation to Artist, provided that these rights are exercised in a tasteful and professional manner, and Artist is duly credited. The Town is not responsible for any third-party copyright infringement or for protecting the intellectual property rights of the Artist. Artist holds the Town and its officers, employees, representatives, and agents harmless from any claim of copyright infringement pertaining to the Art.

VI. MISCELLANEOUS

A. *Notice.* Any notice required by this Agreement shall be deemed to have been given upon the mailing of said notice by U.S. first-class mail, postage prepaid, to the address set forth on the first page of this Agreement.

B. *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.

C. *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.

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

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

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

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

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

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

J. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is

subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

K. *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.

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

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

ARTIST

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: _____

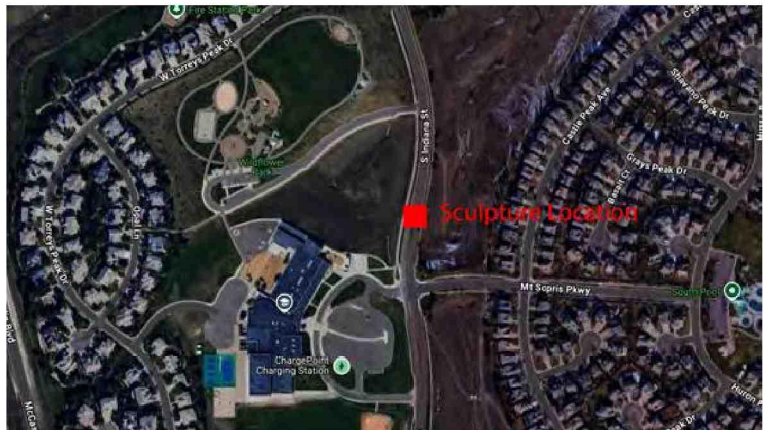
(S E A L)

Notary Public

EXHIBIT A ARTWORK & DESCRIPTION

- a. Artwork under loan to the Town of Superior in December 2023, with a lease payment made for \$2,500 for lease term year 2024.
- b. Delivery and installation of Coyote-Hawk by Artist occurred on December 17, 2024, in the center median on S. Indiana St.
- c. Lease agreement was renewed in December 2024 for \$2,500 for lease term year 2025.
- d. Original price for artwork was \$28,500 with the agreement that lease payments would deduct from a future purchase price.
- e. Purchase price for artwork is \$23,500.

Joe Norman
Coyote/Hawk
Steel
6' tall



**Town of Superior
Resolution Number R-84
Series 2025**

**A Resolution of the Town Council of the Town of Superior approving
an Art Purchase Agreement with Michael Clapper of Michael Clapper
Studios for the Silencio sculpture**

Whereas, The Town is currently leasing a sculpture, Silencio
(the "Art"), as part of the Town of Superior Public Art collection;

Whereas, Town residents continue to enjoy the Art; and

Whereas, the Cultural Arts and Public Spaces advisory
committee supports and recommends that the Town purchase the Art.

**Now, therefore, be it resolved by the Town Council of the
Town of Superior, Colorado, as follows:**

Section 1. The Art Purchase Agreement between the Town
and Michael Clapper of Michael Clapper Studios is hereby approved
in substantially the same form as attached hereto, subject to final
approval by the Town Attorney. Upon such approval, the Mayor is
authorized to execute the Art Purchase Agreement on behalf of the
Town.

Adopted this 27 day of October, 2025.

Mark Lacis, Mayor

Attest:

Shannon Dujardin, Town Clerk

ART PURCHASE AGREEMENT

THIS ART PURCHASE AGREEMENT (the "Agreement") is made and entered into this 27th 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 Michael Clapper of Michael Clapper Studios, an independent contractor, with an address of 6505 E. Colorado Drive, CO 80224 (the "Artist") (each a "Party" and collectively the "Parties").

WHEREAS, Artist is currently loaning Silencio (the "Art") to the Town; and

WHEREAS, the Town wishes to purchase Artist's Art.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. ARTWORK

The Town agrees to purchase the Art from Artist, to be installed within the Town of Superior, as depicted and described within **Exhibit A**, attached hereto and incorporated herein.

II. COMPENSATION

The Town shall pay Artist a total fee of \$13,000 for the purchase of the Art. The fee shall constitute full compensation for the purchase of the Art, and no additional amounts shall be paid by the Town for the Art.

III. WARRANTIES

A. Artist warrants to the Town that Artist has created the Art and possesses unencumbered title to the Art.

B. Artist guarantees all parts and workmanship for the Art. Artist shall replace any defective parts or rework any defective craftsmanship in a timely fashion at no cost to the Town.

C. Artist warrants that the Art and any materials used in creating the Art, or made a part of the Art, or placed permanently in the Artwork, are not currently known to be harmful to public health and safety and are durable to withstand dramatic changes in temperature and winds up to 90 miles per hour.

IV. INDEMNIFICATION

Artist hereby indemnifies and holds harmless the Town, its officers, agents, and representatives from any claim by any third party for 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 the Art or Artist's activities pursuant to this Agreement.

V. REPRODUCTION RIGHTS

Artist reserves all rights to the reproduction of the Art, except that Artist grants to the Town an irrevocable license to make photographic reproductions of the Art without compensation to Artist, provided that these rights are exercised in a tasteful and professional manner, and Artist is duly credited. The Town is not responsible for any third-party copyright infringement or for protecting the intellectual property rights of the Artist. Artist holds the Town and its officers, employees, representatives, and agents harmless from any claim of copyright infringement pertaining to the Art.

VI. MISCELLANEOUS

A. *Notice.* Any notice required by this Agreement shall be deemed to have been given upon the mailing of said notice by U.S. first-class mail, postage prepaid, to the address set forth on the first page of this Agreement.

B. *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.

C. *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.

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

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

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

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

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

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

J. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is

subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

K. *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.

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

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

ARTIST

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: _____

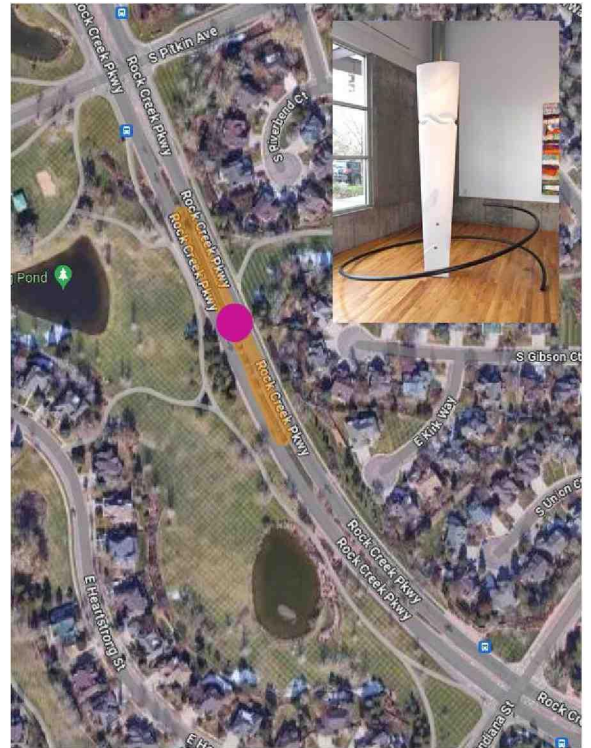
(S E A L)

Notary Public

EXHIBIT A ARTWORK & DESCRIPTION

- a. Artwork under loan to the Town of Superior in December 2023, with a lease payment made for \$2,500 for lease term year 2024.
- b. Delivery and installation of *Silencio* by Artist occurred on November 7, 2024, in the center median on Rock Creek Parkway between S. Pitkin Ave and S. Indiana St.
- c. Lease agreement was renewed in December 2024 for \$2,500 for lease term year 2025.
- d. Original price for artwork was \$18,000 with the agreement that lease payments would deduct from a future purchase price.
- e. Purchase price for artwork is \$13,000.

Michael Clapper
Silencio
Yule marble, metal
8' 2" x 8' 2"



Cultural Arts and Public Spaces

2025 Work Plan

Introduction

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

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

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

2025 Work Plan

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

2025 Budget

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

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

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

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

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

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

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

Project Details

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

Art Path

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

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

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

Outdoor Collection Plaques

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



Media Production

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

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

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

Peace Poles

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



Rainworks

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



AI Art Competition

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



Ornament Workshop

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

Digital Exhibitions

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

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

Neighborhood Sponsorships

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

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

Workshops and Art Lectures

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

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

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

Geocaching

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

Music Events

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

Community Art Exhibition

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

Art Lecture Series

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

Murals

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

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



Monumental Artwork

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

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



Ongoing

Several tasks will be monitored throughout 2025:

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



Silencio by Mike Clapper



Coyote-Hawk by Joe Norman



Item Number 5f

Information for Meeting of the Superior Town Council

Agenda Item Name:	Consideration of Resolution of the Town Council of the Town of Superior Supporting the Building Together Project through the DOLA Accessory Dwelling Unit (ADU) Grant Application
Meeting Date:	Monday, October 27, 2025
Presented by:	Renae Stavros, Planning and Building Director Geoffrey Weathers, Planner II
Presented for:	Approval
Request:	Approval of Resolution approving the Building Together project through the DOLA ADU Grant application to encourage and incentivize ADU construction in Superior

BACKGROUND

The Building Together Project requests funding through DOLA's Accessory Dwelling Unit Grant Program (ADUG) to encourage and incentivize ADU construction in Superior by proposing four activities identified as needs in the [2023 Housing Needs Assessment \(HNA\)](#) and [2025 Housing Strategies \(HS\)](#).

The HNA reveals data indicating a need to:

- Diversify housing types;
- Offer aging-in-place solutions;
- Increase affordable housing options to address income disparity, accommodate 18-35yr demographic, and accommodate local low-wage workers.

Proposed project activities align with these unmet needs and HS recommended strategies. Specifically, funds requested through the ADUG application will be used to:

- 1) Design engineered ADU plans suitable for Superior's lot constraints. By improving efficiency, the Town will give cost burdened homeowners a source of equity and revenue while increasing the availability and diversity of housing to support vulnerable populations such as workforce and senior households, or those with disabilities.

- 2) Create a bilingual GIS StoryMap providing technical assistance to homeowners to construct or convert an ADU, including background information, design assistance, building regulations, financial planning support, a resource directory, contact information, etc. This will encourage ADU development by making the process more transparent and expeditious for homeowners and Staff.
- 3) & 4) Create and finance a pilot incentive program that uses a combination of fee waivers, low-interest loans or construction cost reimbursements to encourage the use of the Town's pre-approved ADU plans as well as the construction of ADUs. The program may include deed restrictions incentivizing accessibility and affordability for the workforce, seniors, people with disabilities and those displaced by the Marshall Fire. In the grant period ≈30 ADUs will be permitted based on past permitting, remaining MF lots and expanded eligibility.

Town staff will oversee the project; however, this will not utilize grant funds. Grant funds will be used to hire consultants or implement the proposed programs. Grant funds will be used to hire two consultants through a competitive procurement process, one to develop pre-approved ADU design plans and another to develop a financial incentive program. Contracts will be presented to Town Council, and once approved, consultants will begin leading the proposed activities. The Town plans to use an existing consultant, IMEG Corp to develop an online how-to ADU toolkit. The remaining funds will be dedicated to implementing a pilot financial assistance program.

BUDGET IMPLICATIONS

The total budget for the DOLA ADU Grant is \$300,000 over two years, with a 25% or \$75,000 cash match, including \$50,000 in 2026 and \$25,000 in 2027.

Year	Total Project Budget	Town Match
2026	\$200,000	\$50,000
2027	\$100,000	\$25,000

RECOMMENDATION:

Move to approve a Resolution of the Superior Town Council of the Town of Superior approving the submission of a grant application to the Colorado Department of Local Affairs (DOLA), Accessory Dwelling Unit Grant Program, to fund the "Building Together: Encouraging ADU Development in Superior" project.

ATTACHMENTS:

- Resolution

**Town of Superior
Resolution Number R-85
Series 2025**

A Resolution of the Town Council of the Town of Superior approving the submission of a grant application to the Colorado Department of Local Affairs ("DOLA") Accessory Dwelling Unit Grant Program to fund the "Building Together: Encouraging ADU Development in Superior" project

Whereas, the Town has submitted a grant application to DOLA to fund the "Building Together: Encouraging ADU Development in Superior" project (the "Grant Application");

Whereas, if the Grant Application is approved, the Town will be obligated to contribute matching funds in the amount of \$75,000 over two years, which will be expended from the Town's 2026 and 2027 budgets; and

Whereas, the Town Council supports the Grant Application and, if the Grant Application is approved, supports the completion of the project with a contribution of matching funds from the Town.

Now, therefore, be it resolved by the Town Council of the Town of Superior, Colorado, as follows:

Section 1. The Town Council hereby approves the submission of the Grant Application to the DOLA Accessory Dwelling Unit Grant Program and, if approved, authorizes the Town to commit matching funds.

Adopted this 27th day of October, 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 Appointment to the Open Space Advisory Committee (OSAC)

Meeting Date: October 27, 2025

Presented by: Matt Magley, Town Manager

Presented for: Action

BACKGROUND

Section 2-12-40 of the Superior Municipal Code addresses membership of Town Advisory Committees, including appointments. The Open Space Advisory Committee (OSAC) has 1 vacancy outlined below. This vacancy has been posted through Town media over recent months. The Council has the option to appoint or not appoint a candidate, and staff will continue to advertise the vacancy(s).

Open Space Advisory Committee (OSAC) – 1 vacancy

- Gordon Sims

ALTERNATIVES CONSIDERED:

Make no appointments and continue to advertise to fill the vacancy.

MOTION:

Move to approve Resolution making appointment to OSAC

ATTACHMENTS:

- Resolution

**Town of Superior
Resolution Number R-86
Series 2025**

**A Resolution of the Town Council of the Town of Superior
Making Appointments to the Open Space Advisory Committee**

WHEREAS, by Resolutions R-25, R-28, and R-46, Series 2001, the Board formed the Open Space Advisory Committee ("OSAC");

WHEREAS, by Resolution R-36, 2012, the Board re-established OSAC in accordance with Article XII, Chapter 2 of the Superior Municipal Code; and

WHEREAS, the Town Council desires to make appointments to OSAC.

Now, therefore, be it resolved by the Town Council of the Town of Superior, Colorado, as follows:

Section 1. The Town Council hereby makes the following appointments to the Open Space Advisory Committee:

<u>Name</u>	<u>Term Expires</u>
Gordon Sims	June 2026

ADOPTED this 27th day of October, 2025.

Mark Lacis, Mayor

ATTEST:

Shannon Dujardin, Town Clerk

**TOWN OF SUPERIOR
ORDINANCE NO. O-18
SERIES 2025**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR
APPROVING AN APPLICATION TO REZONE LOTS 1-2, BLOCK 2 OF
MINKS ADDITION AND LOTS 1-2, BLOCK 7 OF MINKS ADDITION,
CASE NO. RZN-2025-03**

WHEREAS, Simkus Development LLC (the "Applicant") owns property located in the Town, generally referred to as Lots 1-2, Block 2 of Minks Addition and Lots 1-2, Block 7 of Minks Addition, and more particularly described in **Exhibit A** (the "Property");

WHEREAS, on June 26, 2025, the Applicant filed an application to rezone the Property on Lots 1-2, Block 2 of Minks Addition from Community Business (B-C) to Mixed-Use (M-U), and to rezone the Property on Lots 1-2, Block 7 of Minks Addition from Low Density Residential (R-L) to Mixed-Use (M-U) (the "Application");

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

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

WHEREAS, on September 16, 2025, the Planning Commission held a properly noticed public hearing on the Application;

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

WHEREAS, on October 27, 2025, the Town Council held a properly noticed public hearing on the Application; and

WHEREAS, the Town Council, upon reviewing the recommendation of the Planning Commission, hearing statements of staff and the public, and giving due consideration to the matter, finds and determines as provided below.

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

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

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

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

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

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

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

INTRODUCED, READ, PASSED AND ORDERED PUBLISHED this 27th day of October, 2025.

Mark Lacis, Mayor

ATTEST:

Shannon Dujardin, Town Clerk

EXHIBIT A
Legal Description

LOTS 1-2 BLK 2 SUPERIOR MINKS & LOTS 1-2 BLK 7 SUPERIOR MINKS

Failed



Item Number 6

Information for Meeting of the Superior Town Council

Agenda Item Name: Consideration of an Ordinance Rezoning Lots 1-2, Block 2 and Lots 1-2, Block 7 of Minks Addition to Mixed-Use (M-U)

Meeting Date: Monday, October 27, 2025

Presented by: Renae Stavros, Planning and Building Director
Geoffrey Weathers, Planner II

Presented for: Action

Item: Rezoning Application

Case No. RZN-2025-03

Applicant: Scott Simkus – Simkus Development, LLC

Existing Zoning: Community Business (B-C) and Low Density Residential (R-L)

Location: Lots 1-2, Block 2 and Lots 1-2, Block 7 of Minks Addition

Request: Rezone to Mixed-Use (M-U)

VICINITY MAP



SUMMARY

On behalf of Simkus Development, LLC, the applicant, Scott Simkus, requests approval to rezone Lots 1-2, Block 2 and Lots 1-2, Block 7 of Minks Addition in Original Town Superior from B-C and R-L (respectively) to Mixed-Use (M-U).

BACKGROUND

Location

The subject Lots comprise approximately 28,000 SF (.64 acres) and are located between Maple St and Coal Creek Dr at 1st Ave. Together, the combined Lots make up the eastern third of the block, the remainder of which constitutes Asti Park. The property provides excellent access to transportation, services, and amenities, being situated one block to the west of the intersection of Marshall Rd and McCaslin Blvd, less than a quarter mile from the Superior Marketplace shopping center, less than a half mile from the RTD Park and Ride, and less than a half mile from the Plaza in Downtown Superior.

Existing Land Use and Zoning on Subject Lots

Each of the subject lots have an area of roughly 7,000 sf (50' x 140') as originally platted in 1913 with the establishment of Mink's Addition. Prior to the Marshall Fire, a single residence was located on Lots 1-2, Block 2, while Lots 1-2, Block 7 were vacant. At present, all four subject Lots are vacant.

Currently, the subject Lots 1-2 Block 2 are zoned Community Business (B-C), and subject Lots 1-2 Block 7 are zoned Low Density Residential (R-L). According to Town Code, the B-C Zone District is intended to accommodate commercial development on a scale that is less intensive than that permitted in the Regional (B-R) District, including retail sales and personal services. Examples of permitted uses in the B-C District include commercial retail, professional office, dental medical clinics, family care homes, and retail marijuana stores. The R-L District is intended to accommodate single-unit residences at low densities. Other than single unit dwellings, the R-L District permits uses such as parks and recreational facilities, public schools, day care homes, family care homes, home occupations, and safe houses.

Adjacent Land Use and Zoning

The existing land uses adjacent to the subject Lots include a gas station and vacant commercial lots to the east, a public park to the west, a commercial shopping center to the north, and single unit homes to the south. Other uses in the vicinity include government offices and a car dealership.

The subject Lots are located in the predominately residential neighborhood of Original Town. The Zone Districts in this area include Low and Medium Density Residential (R-L, R-M), Open Space Recreational (OS-R), as well as the Marketplace and Superior Town Center Planned Developments (PDs).



Figure 1: Zone Districts in and adjacent to Original Town

Proposed Zoning on the Subject Lots

The application proposes to rezone Lots 1-2, Block 2 and Lots 1-2, Block 7 of Mink Addition in Original Town Superior to Mixed-Use (M-U). The M-U Zone District is intended to provide for residential, retail, office, and open space uses within a planned area, including Multi-unit or single-unit uses in close proximity to retail or office uses, and to promote compact development, pedestrian circulation and integration, efficient vehicular access to centralized parking and pedestrian scale development. The different uses provided may be mixed horizontally (next to one another) or vertically (stacked on top of one another).

Permitted uses in the M-U Zone include retail, restaurants, professional offices, hotel, dental and medical clinics, public government facilities, apartments in conjunction with businesses, child care centers, and single-unit detached dwellings.

Comparison of Development Standards by Zone District

	R-L	R-M	B-C	M-U
Minimum Lot Area	7,000 sf	6,000 sf	6,000 sf	Residential only 6,000 Not exclusively residential 3,125 sf
Max Height	32' (2- stories)	32' (2-stories)	40' (4-stories)	40' (3-stories) 32' for single-unit detached
Max Floor Area Ratio*	NA	NA	Commercial – .5 Residential – NA Mixed – NA	Commercial – 1.5 Residential – .5 Mixed – 2.0
Front Setback	15' home 20' garage	15' home 20' garage	25'	15'
Side Setback	5' interior 8' street/alley	5' single-unit 10' multi-unit	10'-25' (plus 1' for each 2' over 25' tall)	0'

		8' street/alley		(provided 5' between structures)
Rear Setback	20' principal 8' accessory	20' principal 8' accessory	25'	25'
Minimum Parking	≤ 1 BR – 1.5 2 BR – 2 3 BR – 3 4 BR – 3.5	≤ 1 BR – 1.5 2 BR – 2 3 BR – 3 4 BR – 3.5	Varies by use	Varies by use

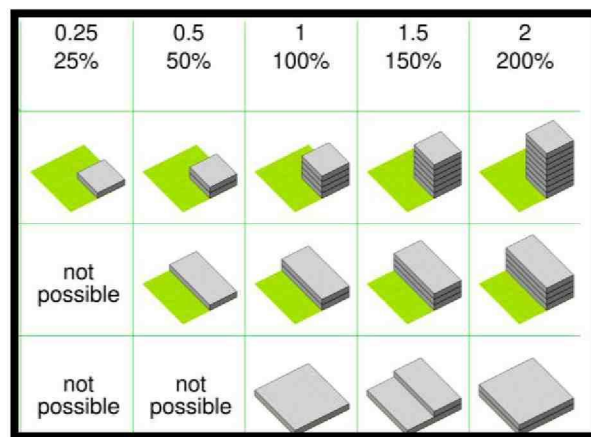


Figure 2: Floor Area Ratio (FAR) - see Wikipedia.org

Development Review Process

The Town requires Site Development Plan (SDP) approval prior to any development for all use types except for Single-unit detached and duplex residences as well as their accessory uses constructed or placed on zoned lots allowing these uses. The SDP process entails review and comment at a public hearing of the Planning Commission as well as approval at a public hearing of the Town Council.

A traffic study, parking plan, and assessment of system development fees will be required at later stages of development of the subject lots once specific uses and design features have been determined.

Residential Character Street

[Sec. 16-20-40. - Original Superior](#) of the Municipal Code is ambiguous as to whether or not properties in Original Town can be rezoned to Mixed-Use (M-U), particularly if they are currently zoned residential. For instance, on the one hand the Part (2) states that “Uses other than single-family residential adjacent to or within Original Superior may only rezone to the Residential Character Street (RCS) District or use this District’s design standards as a starting point for any PD land use negotiation,” while Part (3) contemplates conditions for rezoning single-unit detached to allow higher density residential or nonresidential uses. It stands to reason that the Code would not need to include this provision in Part (3) if non-single-unit zoning was precluded by Part (2). Since it is unclear how this section of code is meant to be implemented, it seems consistent with the spirit of the code to protect the residential character of Original Town to incorporate mixed-use zoning as a buffer where existing residential uses and zoning transition to existing commercial uses and zoning.



Figure 3: Ground-level view from NE Corner of 102 Maple St

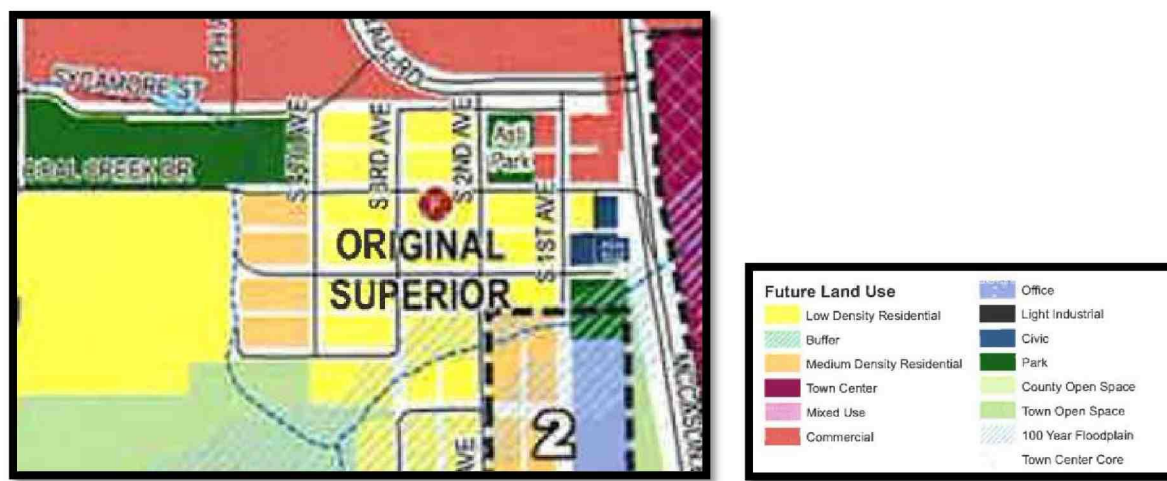
STAFF ANALYSIS

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

Staff finds that the application satisfies the Municipal Code criteria insofar as the rezoning of the subject lots furthers several goals and policies found in the 2012 [2012 Comprehensive Plan](#), including:

Community Framework and Land Use Plan

The future land use map recommends the subject lots for Commercial use. This is consistent with the rezoning of the lots to M-U which would allow a mix of commercial and residential uses.



Goal 4.1: Provide a Balanced Mix of Land Uses

Ensure a balanced mix of land uses that maintains and enhances Superior's identity as a diversified community— offering a variety of housing and employment options, commercial services, and civic facilities to meet the needs of existing and future residents, and business and property owners.

Policy 4.2.a: Varied Housing Options

Provide for a mix of attached and detached residential housing types at varied densities and price ranges to accommodate residents of all ages. Ensure densities are compatible with established adjacent land uses, transportation networks, and recreational opportunities.

Goal 4.5 Maintain the Character of Original Town

Maintain and strengthen Original Superior to preserve the neighborhood character by promoting human scale and pedestrian-oriented development within the larger community.

Policy 4.5a: Protect Existing Residential Uses

Protect Original Superior from conflicting or changing land uses. However, do not preclude rezoning proposals that propose to integrate new land uses into the area in a manner that protects the remaining existing residential use. Such techniques include, but are not limited to, drawing redevelopment lines at alleys and not between face blocks. New developments in the vicinity shall: (1) Acknowledge and use traditional setbacks, building orientation, building mass, and roof form; and (2) Avoid pass-through or out of neighborhood traffic through Original Superior.

PLANNING COMMISSION RECOMMENDATION:

On September 16, 2025, a Public Hearing was held by the Planning Commission to consider the application to rezone Lots 1-2, Block 2 and Lots 1-2, Block 7 of Mink Addition in Original Town Superior to Mixed-Use (M-U). Planning Commissioners received presentations from Town staff and the applicant prior to discussing the application. No public comment was offered for the application. Ultimately, the Commission voted 4-2 in favor of recommending approval of the application. The dissenting Commissioners expressed reservations about the application due to a lack of detailed information about the final development concept.

RECOMMENDATION:

If the Town Council finds the application meets the criteria for rezoning, staff has included an Ordinance to approve the application and rezone Lots 1-2, Block 2 and Lots 1-2, Block 7 of Mink Addition in Original Town Superior to Mixed-Use (M-U).

ATTACHMENTS:

- Ordinance
- PC Resolution
- Project Narrative
- Rezoning Map
- TOS Presentation
- Applicant Presentation

**TOWN OF SUPERIOR
ORDINANCE NO. O-18
SERIES 2025**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR
APPROVING AN APPLICATION TO REZONE LOTS 1-2, BLOCK 2 OF
MINKS ADDITION AND LOTS 1-2, BLOCK 7 OF MINKS ADDITION,
CASE NO. RZN-2025-03**

WHEREAS, Simkus Development LLC (the "Applicant") owns property located in the Town, generally referred to as Lots 1-2, Block 2 of Minks Addition and Lots 1-2, Block 7 of Minks Addition, and more particularly described in **Exhibit A** (the "Property");

WHEREAS, on June 26, 2025, the Applicant filed an application to rezone the Property on Lots 1-2, Block 2 of Minks Addition from Community Business (B-C) to Mixed-Use (M-U), and to rezone the Property on Lots 1-2, Block 7 of Minks Addition from Low Density Residential (R-L) to Mixed-Use (M-U) (the "Application");

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

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

WHEREAS, on September 16, 2025, the Planning Commission held a properly noticed public hearing on the Application;

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

WHEREAS, on October 27, 2025, the Town Council held a properly noticed public hearing on the Application; and

WHEREAS, the Town Council, upon reviewing the recommendation of the Planning Commission, hearing statements of staff and the public, and giving due consideration to the matter, finds and determines as provided below.

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

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

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

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

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

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

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

INTRODUCED, READ, PASSED AND ORDERED PUBLISHED this 27th day of October, 2025.

Mark Lacis, Mayor

ATTEST:

Shannon Dujardin, Town Clerk

EXHIBIT A
Legal Description

LOTS 1-2 BLK 2 SUPERIOR MINKS & LOTS 1-2 BLK 7 SUPERIOR MINKS

**TOWN OF SUPERIOR
PLANNING COMMISSION
RESOLUTION NO. PC-6
SERIES 2025**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE TOWN OF
SUPERIOR RECOMMENDING APPROVAL OF AN APPLICATION TO
REZONE LOTS 1-2, BLOCK 2 OF MINKS ADDITION AND LOTS 1-
2, BLOCK 7 OF MINKS ADDITION, CASE NO. RZN-2025-03**

WHEREAS, Simkus Development LLC (the "Applicant") owns certain properties located in the Town, generally referred to as Lots 1-2, Block 2 of Minks Addition and Lots 1-2, Block 7 of Minks Addition and more particularly described in **Exhibit A** (the "Property");

WHEREAS, the Applicant has filed an application to rezone the Property on Lots 1-2, Block 2 from Community Business (B-C) to Mixed-Use (M-U), and to rezone the Property on Lots 1-2, Block 7 of Minks Addition from Low Density Residential (R-L) to Mixed-Use (M-U) (the "Application");

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

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

WHEREAS, on September 16, 2025, the Planning Commission held a properly-noticed public hearing on the Application.

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

Section 1. The Planning Commission hereby finds that the Application meets all applicable requirements of the Code, and recommends that the Town Council approve the rezoning as described in the Application, subject to the following condition: prior to executing and recording final documents, the Applicant shall make minor technical and redline corrections to plans as identified by the Town staff.

Section 2. This Resolution is hereby adopted by a majority of those Planning Commissioners present to hear the matter according to the following numbers of votes:

4 "yes" votes

2 "no" votes

ADOPTED this 16th day of September, 2025.

David J. Harper
David Harper, Chair

ATTEST:

Shannon Dujardin
Shannon Dujardin, Town Clerk



Mixed Use District or use this District's design standards as a starting point for land use in
ORIGINAL TOWN NEIGHBORHOOD
Request for rezoning of
101 Coal. Creek Drive & 102 Maple St. Superior CO
by Simkus Development LLC/102 Maple St. Development LLC – (Simkus Sole Managing Agent)
Per Superior Municipal Code – Sec. 16-6-54. – Mixed-use districts

1) The M-U, Mixed-Use District.

The M-U District is intended to provide for utilities, hotel, commercial, park and recreation areas, professional business offices, residential, retail businesses, and open space uses within a planned area, including multi-family or single family uses in close proximity to retail or office uses, and to promote compact development, pedestrian circulation and integration, efficient vehicular access to centralized parking and pedestrian scale development.

Applicable Notes in this zoning district:

4) Of the required minimum landscaped open space, up to 20% may be provided in the public right-of-way with credits given for pedestrian improvements, street furniture, subject to the approval of the Planning Commission and Board of Trustees.

5) Zero lot line or patio/single -family detached units are allowed in this district. The minimum side setback to the next unit from a zero-lot line unit is 5 feet. Uses other than single-family residential adjacent to or within Original Superior may only rezone to Residential Character designation.

This application applies under the Mixed-use District due to the property's unique location within Original Town where the site is adjacent to:

- A commercially zoned (B-C) parcel to the northeast occupied by a Phillips 66 gas station
- A commercially zoned (B-C) parcels to the southeast presently vacant
- A park zoned R-L to the West known as ASTI Park
- A single family zoned (R-L) parcel to the south as one new home and one vacant (R-L) lot
- 101 Coal Creek Drive is presently zoned commercial (B-C)

This rezoning application represents:

- A post Marshall Fire redevelopment by a real estate business impacted by the fire.
- A development opportunity in Original Town that will improve a vacant site post Marshall Fire.
- Owner has a Use By Right to develop a commercial building (101 Coal Creek Dr.)
- Owner has a Use By Right to develop a single family and detached ADU (102 Maple St.)
- Amending B-C and R-L to M-U creates a transitional zoning district between B-C and R-L.
- Mixed-Use offers greater flexibility for a greater continuity of business by the owner

In approving **amendments within the existing Zoning District**, the Board of Trustees shall find that:

1. The application is complete.
2. The project is in the best interest of the Town;
3. The project does not place an extraordinary financial burden on the Town; and
4. The intent of applicable Town ordinances , 2012 Comprehensive Plan and all other policies are met.

1. The application is complete;

The application has included the essential information required for a rezoning of the proposed location.

2. The project is in the best interest of the Town;

The proposed rezoning to M-U improves the transition between the B-C and R-L zoning district.

The M-U District design creates an appropriate transition in zoning and density from McCaslin Blvd to Original Town Superior. With the Conoco Phillips 66 gas station to the east, the Mixed Use development would serve as a transitional zone buffer between the B-C zoning that includes the vacant B-C lot(s) to the southeast along First Street, Asti Park to the West and the entire R-L zoning district to the west of Asti Park and south of the subject site. The development offers an excellent opportunity to participate in supporting an infill development that might address some of the Town of Superior Sustainable Plan objectives **should future grant funding and other key economic contributions be secured by the developer.**

3. The project does not place an extraordinary financial burden on the Town but instead rezoning to mixed use will accelerate the potential economic redevelopment, potential business investment, potential economic revenue, potential increase in downtown tourism, potential for energy efficient development, and an improvement in a transit- oriented development site that will increase sales tax to the Town of Superior and Boulder County;

Town services are within one block to the property as this is an excellent example for the use of the M-U District as the site is surrounded by neighborhood streets bordered by Marshall Drive on the north, First Street to the east, Coal Creek Drive to the south and the Town of Superior Asti Park (adjacent) and to the west of the development. Water and Sewer Infrastructure, electric, cable and phone utilities are also available to the site.

4. The intent of applicable Town ordinances, Comprehensive Plan and all other policies is met.

Chapter 4: Land Use - Background

The M-U zoning district supports a broader mix of building types in Original Town Superior which will increase opportunities for increased economic development.

Goal 4.1: Provide a Balanced Mix of Land Uses

Ensure a balanced mix of land uses that maintains and enhances Superior's identity as a diversified community.

The proposed M-U District is intended as a significant improvement over the vacant condition at the subject site and east of the subject site. Rezoning to M-U will offer a greater balance of land use that can offer greater flexibility stimulate economic development over the existing B-C and R-L zoning following the Marshall Fire.

POLICY 4.1.a: MIX OF USES

Promote a mix of uses on remaining opportunity sites within the Town, as identified on the Community Framework, and Land Use Plan.

The *existing and abutting character* that surrounds the vacant lot at 102 Maple St. is presently Commercial zoning to the East, Commercial zoning to the SouthEast, a CDOT traffic corridor to the North along with Commercial zoning known as Superior Marketplace to the North and a Public Park to the West. When looking at the language in the town code *holistically* the Zoning District design standards would appear to be the most appropriate interpretation for rezoning 102 Maple Street and 101 Coal Creek Drive to Mixed-Use zoning. Fifty percent of the subject site located at 101 Coal Creek Drive is

already Commercially (B-C) Zoned and having a Residential Low-density lot surrounded by B-C zoning to the South, Asti Park zone R-L to the West, B-C zoning as a Commercial gas station to the East, and B-C Commercial to the Southeast does NOT offer a highest and best use of the land. Because of the unique commercial zoning already in place that surrounds the subject site on three sides the proposed M-U zoning at the site is a reasonable request and offers an economic improvement and long-term benefit to the community over the existing B-C and R-L zoning districts.

Rezoning to M-U is consistent with supporting a highest and best use within the Town of Superior Code, Town of Superior Comprehensive Plan and current Comprehensive Plan Draft Update, Town of Superior City Council June 16, 2025 Town Board Goals –

- **Enhance Financial Stability and Business Retention** – Ensure the Town’s long-term financial stability by continuing to diversify revenue streams, advocate for financial self-sufficiency of utility operations and support local businesses development and growth.
- **Promote, Manage, and Identify Development and Redevelopment Opportunities.** Review development opportunities by reconciling public and private interests to achieve the Towns long-term vision as state in the Town’s Comprehensive Plan.
- **Marshall Fire Recovery** – Ensure the Town, the community and all residents are supported as needed to continue their recovery from the Marshall Fire, and the Town continues its ongoing efforts in the prevention and mitigation of future fires.

POLICY 4.1.c: INFRASTRUCTURE PROVISION

Require new developments with infrastructure needs that exceed existing levels of service provided by the Town to provide necessary services, including costs associated with review of development submittals and documents.

The proposed development utilizes existing infrastructure, including streets, utilities, water and sewer, upgrading the size as appropriate. Initial discussions with the public works department indicate that an increase in infrastructure will be nominal as existing water and sewer service exists at 101 Coal Creek Drive are already in place and served by the current infrastructure.

POLICY 4.1.d: PUBLIC AMENITIES

Encourage the use of clustering and other creative site planning techniques to preserve sensitive site features, provide linkages to adjacent public open space, and to establish other publicly accessible amenities. Simkus Development would like to vacate the alley in order to optimize the developable area and offering a highest and best use while taking over the responsibility of all future maintenance of the alley as a potentially private driveway serving the site and meeting all Municipal codes.

The proposed M-U zoning District is intended to complement access between the two sites as a singular privately owned development. The proposed development is intended to activate underutilized portion of town following the Marshall Fire that is intended to increase tourism, increase economic development, increase awareness of cultural history (via post Marshall Fire redevelopment), increase awareness of wildfire resiliency, and aspirational use of renewable energy that furthers sustainability following the Marshall Fire.

POLICY 4.6.b: OPPORTUNITY AREA

4.6.b(i): Preferred Land Uses

Preferred M-U land uses for this site include complimentary Business Commercial and Residential.

Transit oriented community uses (office, retail, utility, housing, hotel, Recreation) and residential uses with M-U District design standards as a starting point for the infill development.

The M-U zoning will increase the opportunity for complimentary uses in this unique site that can increase community and economic development. The existing public alley between 101 Coal Creek and 102 Maple St. currently dead ends at Asti Park. Simkus Development would like to vacate the alley in order to optimize the developable area and offering a highest and best use while taking over the responsibility of all future maintenance of the alley as a potentially private driveway serving the site and meeting all Municipal codes.

Rationale and Description

Simkus Development has served over 25 years working in the public sector and over ten years in the private sector. In that time severe attainable, affordable, sustainable housing has and continues to be in drastic shortage across the state of Colorado. Rezoning the subject site under Mixed-Use development would create an opportunity for demonstrating a mixed-use infill community that demonstrates wildfire resiliency, energy resiliency, economic resiliency, and human resiliency. Simkus Development is exploring both public and private resources to deliver an infill development that can serve as an example of a best practice in mixed-use wildfire recovery in a transit-oriented development area. The M-U Schedule of Requirements allowed in the Superior Municipal Code 16-6-54 will offer the greatest mix of real estate uses that will allow Simkus Development the greatest flexibility to deliver a variety of architecture, site design, energy efficiency to achieve its long-term business objectives as a mixed-use micro-grid developer.

Identifying overall potential impacts

The proposed development for the site is driven by macro-economic and micro-economic conditions that are outside the control of Simkus Development. As such, Simkus Development cannot predict the impact of federal interest rates, cost of construction materials, cost of labor and impacts caused by further delays in developing the vacant land. Due to the nature of these exogenous conditions Simkus Development would like to maintain the maximum level of flexibility to develop the site based on the “Permitted” uses identified in the Mixed-Use District Superior Municipal Code. Because the site is a Transit Oriented Development site it affords the opportunity to capitalize on the close proximity of the RTD Bus Rapid Transit Center within walking distance to the site thus potentially reducing the amount of vehicle traffic, greater walkability, use of alternative electric forms of transportation such as electric vehicles, electric bicycles to and from the subject site. Simkus Development through its affiliated non-profit agency Social Equity Economic Development for Sustainability (SEEDS) 501C3 is investigating opportunities to collaborate with Boulder County, state of Colorado, University of Colorado, Colorado School of Mines, University of Denver Franklin Burns School of Real Estate and Construction Management for the potential utilization of grant funds earmarked for projects that can offer entrepreneurial innovation, sustainability, and furthering educational needs in the community.

Planning and Architectural Theme

Scott Simkus family heritage comes partially from his Lithuanian ancestry as his grandfather Stanley Simkus who raised horses for the Russian Czar Nicholas escaped to America to avoid the Bolshevik war led by Vladimir Lenin in 1917. Simkus became a coal miner and later a single parent of five children operating his dairy farm in Broadhead Wisconsin. Because of his ability to speak several languages he became a labor leader in Gillespie Illinois at the Little Dog Mine coal mine. Simkus Development places a high regard for the cultural history of the Superior Industrial Mine and the historical Miner Camp. Simkus conducted research about the former “Superior Industrial Mine” and is considering how architecture from that industrial period could be incorporated within the future plans for this site while

balancing the economics, and sustainability goals that allow the future development to be financially viable and a long-standing asset the community. Simkus intends to balance the paradigm shift of the fossil fuels industry of the past with the renewable energy and artificial intelligence industries.

Sustainability

Simkus Development has met on two occasions with staff of Xcel Energy. The first was with the Boulder Area Manager & Community and Local Affairs of Xcel Energy to present the idea of developing a Microgrid at the subject site. Xcel Energy has responded positively and expressed an interest to support this effort and potentially collaborate in its development (email 11/19/24). The second time was with a Senior Wildfire Response Emergency Manager Michael Chancey at the 2/13/25 State of Colorado Division of Homeland Security & Emergency Management conference in Loveland Colorado. Mr. Chancey expressed support to see the efforts to develop the community microgrid. If successful at securing the required resources funded by the Governors Energy Office, Boulder County Sustainability Office and other public and private sector resources Simkus Development intends to develop an attractive post wildfire destination to serve as inspirational across the state of Colorado and potentially the nation.

LOTS 1 & 2, BLOCK 2 AND LOTS 1 & 2, BLOCK 7,
MINK'S ADDITION TO THE TOWN OF SUPERIOR,
LOCATED IN THE NORTHEAST QUARTER OF SECTION 24,
TOWNSHIP 1 SOUTH, RANGE 70 WEST OF THE 6TH P.M.,
TOWN OF SUPERIOR, COUNTY OF BOULDER, STATE OF COLORADO

LOTS 1 AND 2, BLOCK 7 AND LOTS 1 AND 2, BLOCK 2
MINK'S ADDITION TO THE TOWN OF SUPERIOR,
COUNTY OF BOULDER,
STATE OF COLORADO.

THIS ZONING MAP WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY PLATONICS, INC. TO DETERMINE TITLE OR EASEMENTS OF RECORD. THIS ZONING AMENDMENT DOES NOT CONSTITUTE A TITLE SEARCH. THE FOLLOWING EASEMENTS MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS THAT WERE VISIBLE AT THE TIME OF MAKING THIS ZONING AMENDMENT MAP: BUILDING EASEMENTS, EASEMENTS RESTRICTING COVERAGE, EASEMENTS RESTRICTING OTHER LAND-USE REGULATIONS; AND OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

2. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY VIOLATION OF THIS ZONING AMENDMENT MAP WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

3. THIS ZONING MAP IS VALID ONLY IF PRINT HAS SEAL AND SIGNATURE OF SURVEYOR.

4. THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.

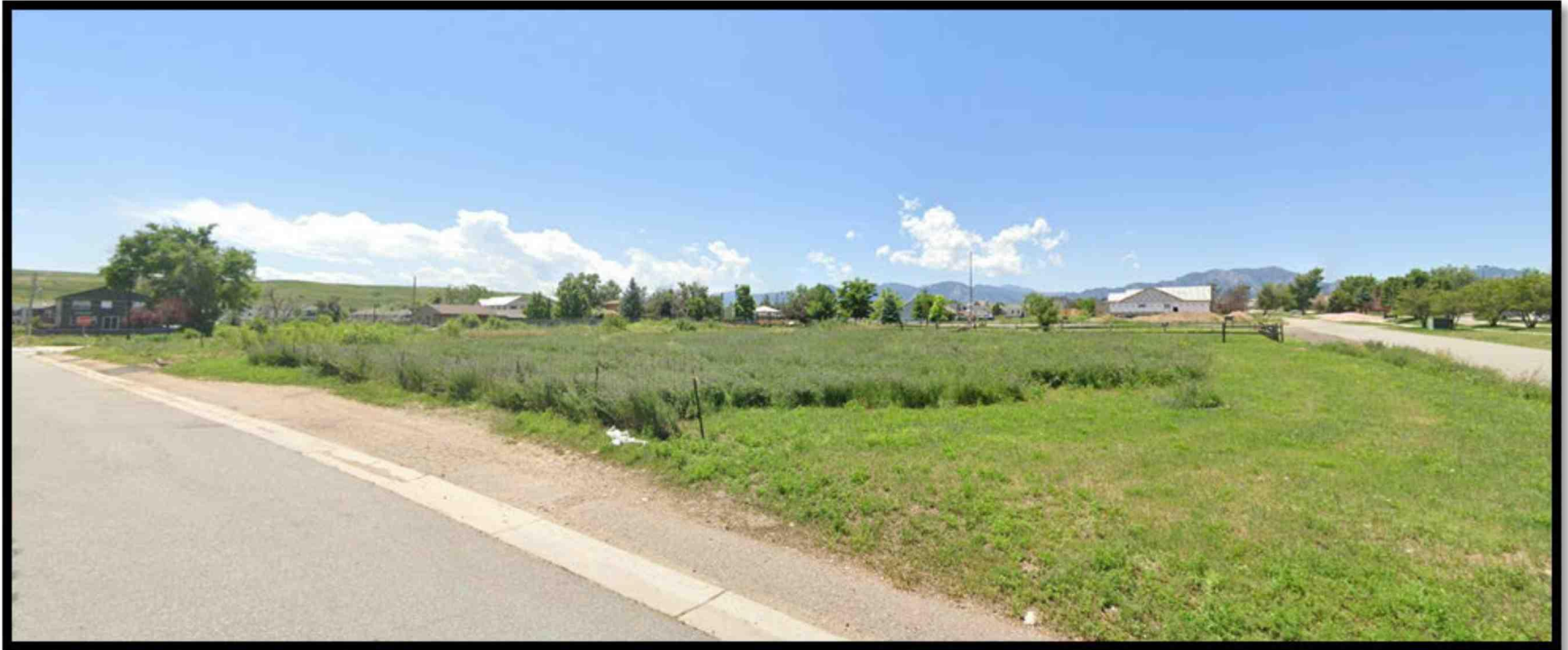
5. THE TOTAL AREA OF THE SUBJECT PROPERTY IS 29,900 SQ. FT. OR 0.68 ACRES, MORE OR LESS. AREA AS SHOWN HEREON IS A RESULTANT FACTOR, NOT A DETERMINATIVE FACTOR, AND MAY CHANGE SIGNIFICANTLY WITH MINOR VARIATIONS IN FIELD MEASUREMENTS OR THE SOFTWARE USED TO PERFORM THE CALCULATIONS. THEREFORE, THIS AREA IS NOT TO BE RELIED UPON FOR REAL ESTATE SALES PURPOSES.

6. ACCORDING TO THE PLAT OF BLOCKS 1, 2, 3, 4, 5, 6, 7, 8 AND 8 MNK'S ADDITION TO SUPERIOR THE ALLEY BETWEEN BLOCK 1 AND BLOCK 6 OF SAID PLAT IS 15 FEET ACCORDING TO THE CORRECTED PLAT OF BLOCKS 1, 2, 3, 4, 5, 6, 7, 8 AND 8 MNK'S ADDITION TO SUPERIOR US-08-0023 DEPOSITED IN THE BOULDER COUNTY LAND USE RECORDS THE SAID PLAT.

SCOTT SIMKUS 303-519-9803
941 W. MAPLE COURT
LOUISVILLE, COLORADO.

James Z
Gowan

REZONING OF LOTS 1-2, BLOCKS 2 & 7 MINKS ADDITION



Presented by Renae Stavros, Planning and Building Director

VICINITY MAP



10.27.25

Town of Superior – Town Council

PROXIMITY MAP



10.27.25

Town of Superior – Town Council

CURRENT LAND USE AND ZONING



Zone Districts

Zone_Desc

- Agicultural Urban Reserve
- Community Business
- Light Industry
- Low Density Residential
- Medium Density Residential
- Open Space and Natural
- Open Space and Recreation
- Planned Development

PROPOSED ZONING

VERTICAL MIXED USE EXAMPLES



Mix of retail/offices on the ground floor, with residential use above or behind

HORIZONTAL MIXED USE EXAMPLES

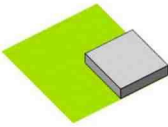
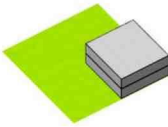
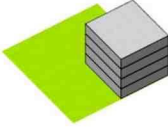
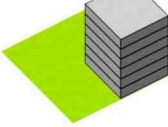
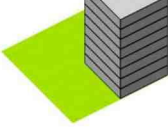
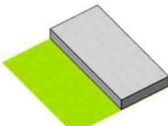
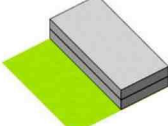
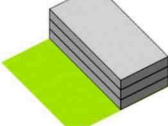
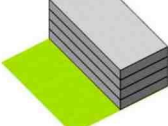
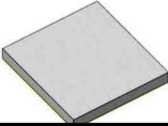
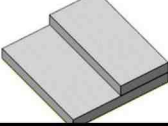
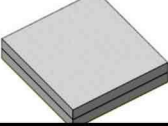


Residential and non-residential uses integrated on a single site, but not in the same building

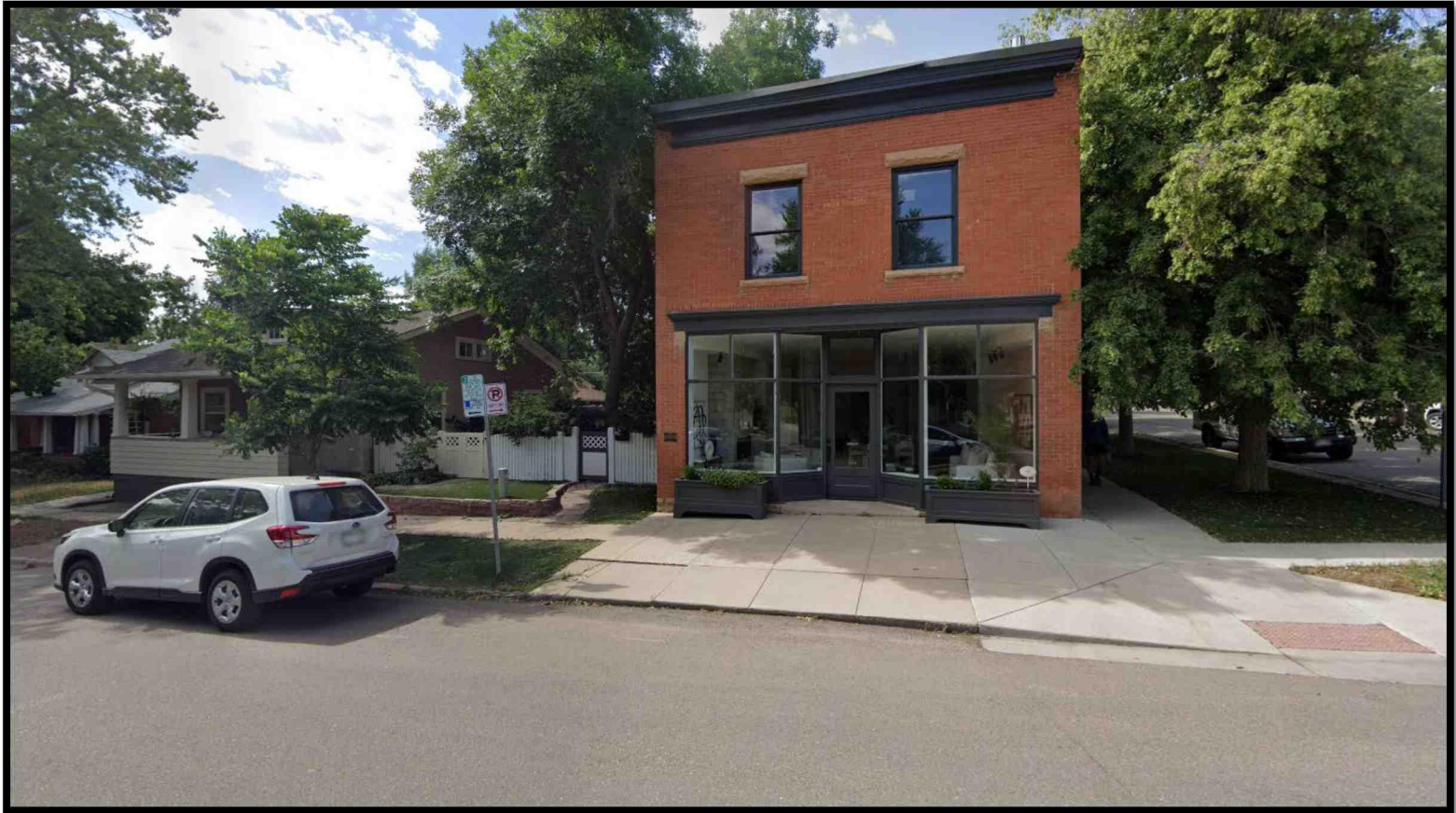
Source: <https://cityofrsm.org/667/Mixed-Use-Zoning-District>

M-U DEVELOPMENT STANDARDS

	B-C	M-U
Minimum Lot Area	6,000 sf	Residential only 6,000 Not exclusively residential 3,125 sf
Max Height	40' (4-stories)	40' (3-stories) 32' for single-unit detached
Max Floor Area Ratio*	Commercial – .5 Residential – NA Mixed – NA	Commercial – 1.5 Residential – .5 Mixed – 2.0
Front Setback	25'	15'
Side Setback	10'-25' (plus 1' for each 2' over 25' tall)	0' (provided 5' between structures)
Rear Setback	25'	25'
Minimum Parking	Varies by use	Varies by use

0.25 25%	0.5 50%	1 100%	1.5 150%	2 200%
				
not possible				
not possible	not possible			

RESIDENTIAL CHARACTER STREET



602 Maxwell Avenue, Boulder, CO

ANALYSIS

Section 16-7-30 (b) defines the criteria for rezoning: “The Town shall consider whether the proposed rezoning furthers the goals and policies of the Comprehensive Plan, and any other appropriate approved plans.”

From the 2012 Comprehensive Plan:

Goal 4.1: Provide a Balanced Mix of Land Uses

Policy 4.2.a: Varied Housing Options

Goal 4.5 Maintain the Character of Original Town: “promoting human scale and pedestrian-oriented development”

Policy 4.5a: Protect Existing Residential Uses: “do not preclude rezoning proposals that propose to integrate new land uses into the area in a manner that protects the remaining existing residential use.”



RECOMMENDATION

Planning Commission:

On September 16 Planning Commission approved a Resolution recommending that Town Council approve the rezoning application.

Staff Recommendation:

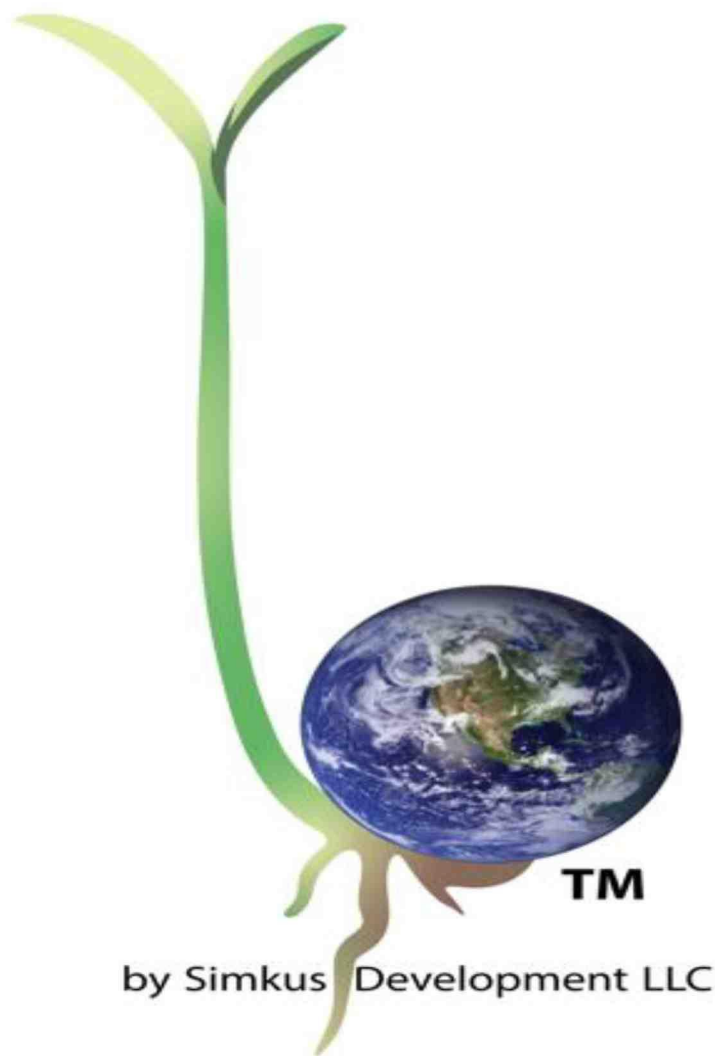
If the Town Council finds the application meets the criteria for rezoning, staff has provided an Ordinance to approving the rezone.

DISCUSSION AND QUESTIONS



10.27.25

Town of Superior – Town Council



TM

by Simkus Development LLC



=

Seeding Solutions to:

- Comm. Econ. Dev. & Workforce (ADU) Demonstration(s)
- Wildfire Resiliency
- Energy Resiliency
- Increased Tourism & Outdoor Recreation
- Human Resiliency

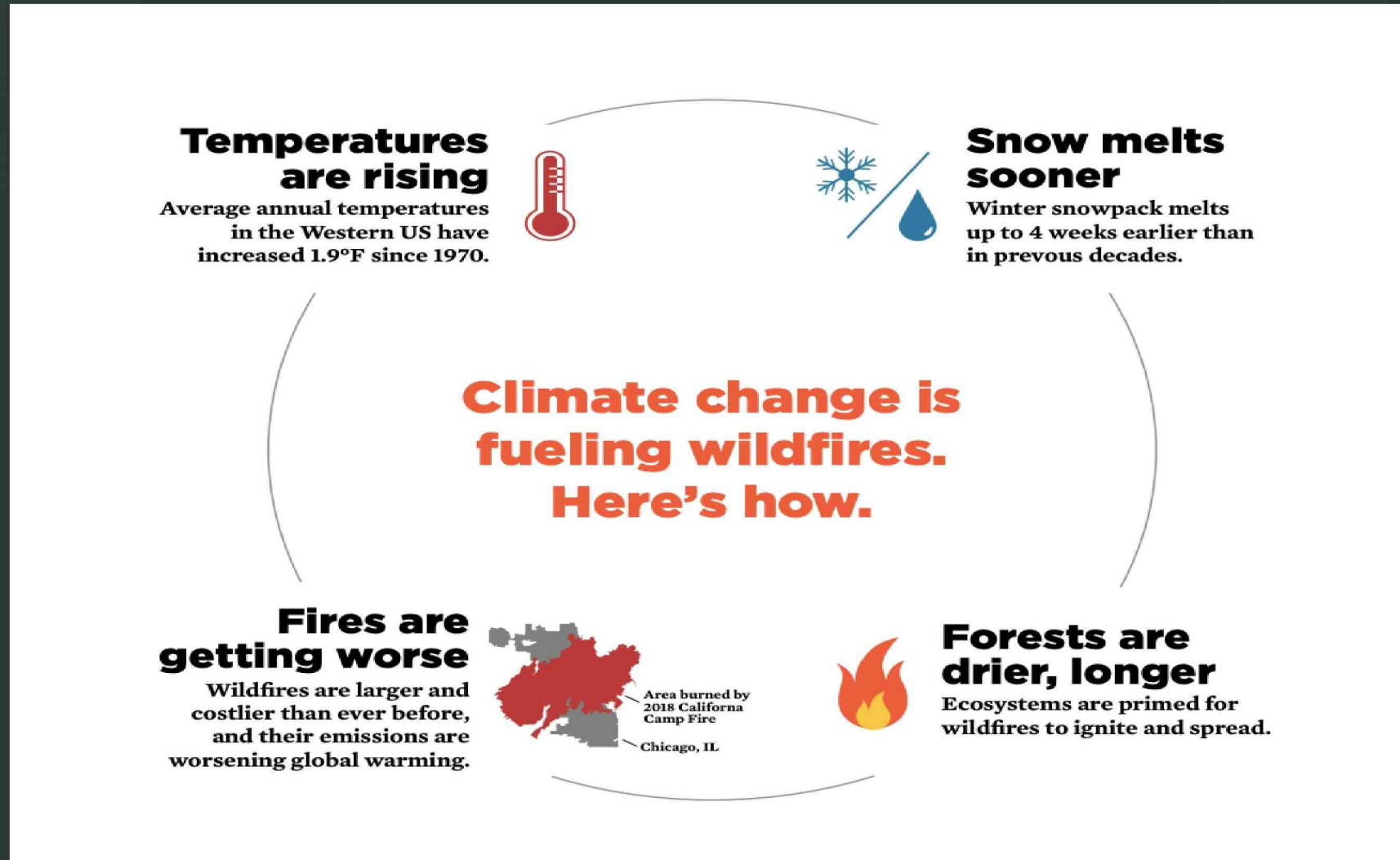
The **2021' Marshall Fire** Increased Shortages in

- ▀ Housing and the need for wildfire resilient structures to future catastrophic events*



* 12/30/2021

More vulnerable neighborhoods will be lost if corrective measures are not implemented





Public/Private 501C3 -**S.E.E.D.S** -
Social Equity Economic
Development for Sustainability

*SHAPE Architects, National
Renewable Energy Laboratory

*Colorado State
University 2026
Capstone (Grid
Modernization Initiative

= SEEDS Collaborative

Simkus Development
S.E.E.D.S – Sustainable Energy
Efficient Designed Structures

SEEDS Electric Energy Distribution
Systems - **S.E.E.D.S** a for profit Energy
Co-operative

SEED Financial Partners –
Pending RFP



SEED #0001 Louisville CO

A Example NET ZERO ENERGY ADU

Solutions to:

Aging in Place for
Seniors

Pandemic/Wildfire
Resiliency

Affordable
ADU Housing
Post **Marshall Fire**





SEED #0002 – LAND ACQUISITION SUPERIOR CO – 2021-2023'



102 Maple St. & 101 Coal Creek Dr. Superior For Mixed Use Development Opportunity

SUBJECT SITE(S)

Original Town Zoning

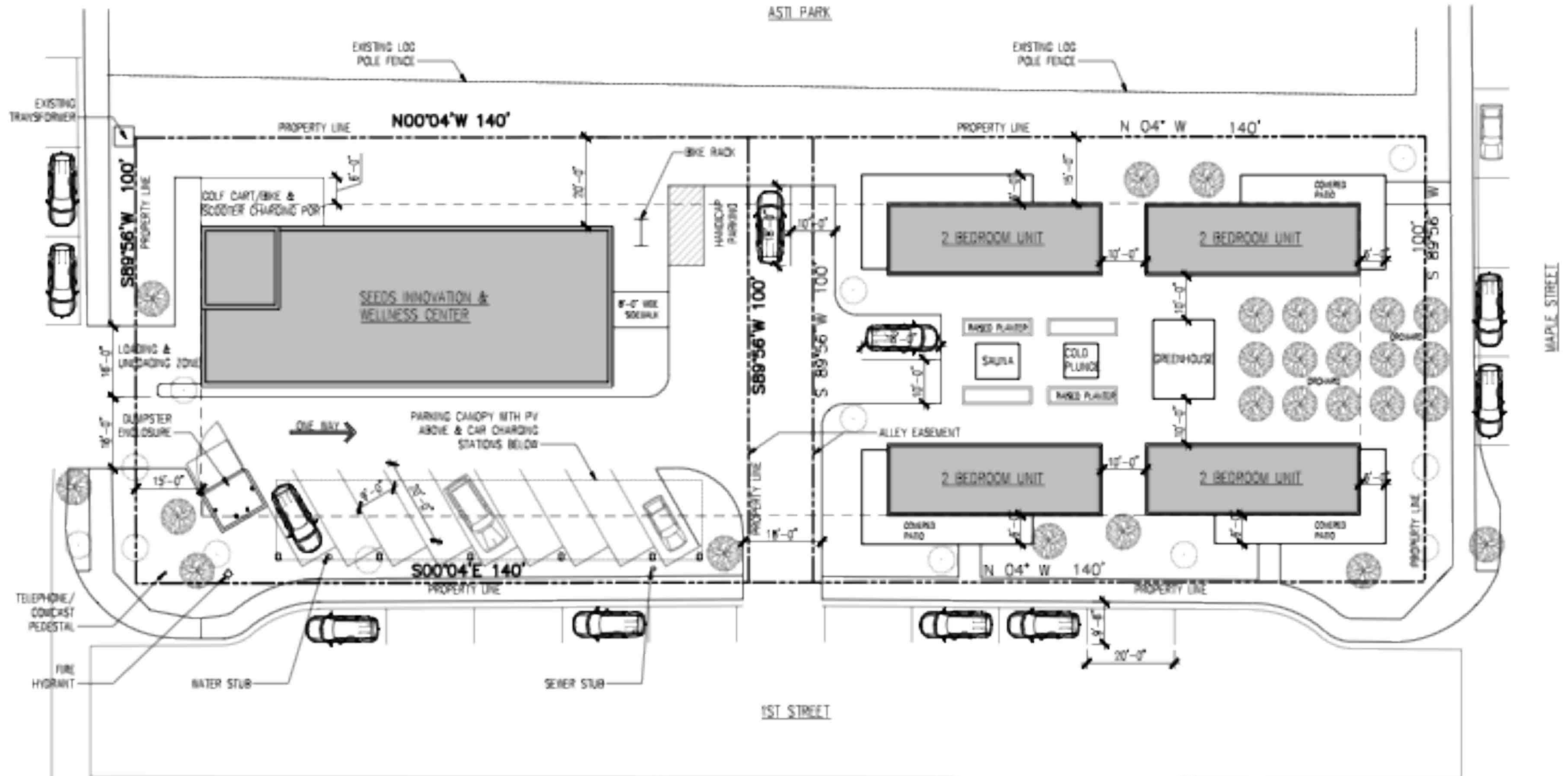
Current Zoning



Buffered by park & surrounded by commercial zoning – the building on this parcel is ideally suited to create a buffer and support Original Town.

Business Community (B-C) in Pink

Residential Low Density (R-L) in Yellow



EXISTING USE BY RIGHT - NOT A HIGHEST AND BEST USE
R-L ZONING NEXT TO PHILLIPS 66 GAS STATION



A1 SITE PLAN

SITE IS < ¼ MILE OR 915' FROM RTD BUS RAPID TRANSIT CENTER



13

[illegible]

RETURNED TO SENDER BY COUNTY CLERK FOR NON-DEPOSITING OF
FEE \$45.00 DAY OF 10/10/2011

LOTS 1 & 2, BLOCK 2 AND LOTS 1 & 2, BLOCK 7, MINK'S ADDITION TO THE TOWN OF SUPERIOR,
LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 1 SOUTH,
RANGE 70 WEST OF THE 6TH P.M., TOWN OF SUPERIOR, COUNTY OF BOULDER, STATE OF COLORADO

[illegible][illegible]

STATE FOR THE CITY OF FLORIDA, TO SCOTT BAKER, TRUSTEES OF THE ABOVE DESCRIBED PROPERTY AND TO THE CITY OF MIAMI IN WITNESS WHEREOF, I, JENNIFER A. NORD, TRUST AND SHERIFF OF THE ATTACHED DISTRICT, HAVE MADE IN SUBSTANTIAL ACCORDANCE WITH CRS. 38-6-102 (B) "TOWNSHIPSURVEY PLAT", A ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, TO BE ACCORDING WITH APPLICABLE STANDARDS OF PRACTICE, AND TO NOT A GUARANTEE OF ACCURACY, THESE COMMENTS BE MADE.

W-EXLT 1 OF 1

MINK'S ADDITION TO SUPERIOR BLOCKS 2 & 7 REZONE

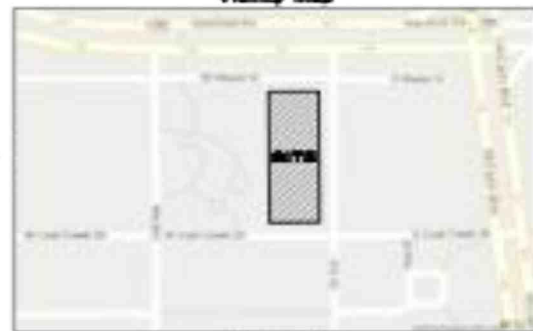
Property Description

LOT 1 & 2, BLOCK 7, AND LOT 1 & 2, BLOCK 2
MINK'S ADDITION TO THE TOWN OF SUPERIOR,
COUNTY OF BOULDER,
STATE OF COLORADO

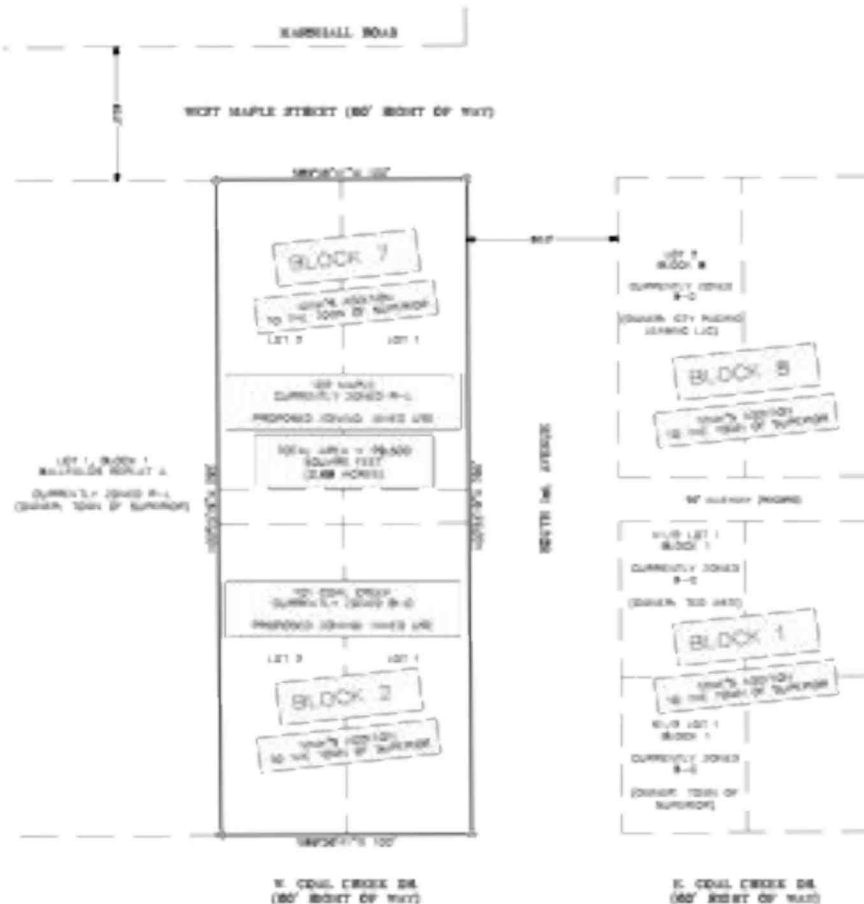
Notes

- THIS REZONING MAP WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY FLATIRON, INC. TO DETERMINE TITLE OR ENCUMBRANCES OF RECORD. THE PERSON AUTHORIZED TO PREPARE THIS MAP PURSUANT TO ARTICLE IV OF THE FOLLOWING ORDINANCE MAY BE AFFILIATED TO THE SUBJECT REAL ESTATE, (S)HE/IT, OR MAY HAVE POSSIBLE ENCUMBRANCES THAT WERE NOT KNOWN AT THE TIME OF MAKING THIS (RECORD) REZONING MAP. BEING: (S)HE/IT, INTERESTED, ENCUMBRANCE, ENCUMBRANCE, ENCUMBRANCE, ENCUMBRANCE, ENCUMBRANCE, AND ANY OTHER FACTS THAT ARE ACCURATE AND CURRENT TITLE SEARCH MAY REVEAL.
- ACCORDING TO COLORADO LAW YOU MUST CONSIDER ANY LEGAL ACTION BASED UPON ANY ERROR IN THIS (RECORD) REZONING MAP. IF YOU HAVE ANY QUESTIONS, YOU MUST DISCOVER SUCH ERROR, IN THE EVENT ANY SUCH ACTION BASED UPON ANY ERROR IN THIS (RECORD) REZONING MAP, YOU HAVE 90 DAYS FROM THE DATE OF THE CERTIFICATION WHICH HEREON.
- THIS (RECORD) MAP IS VALID ONLY IF PRINTED WITH SEAL AND SIGNATURE OF SURVEYOR.
- THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FEET.
- THE TOTAL AREA OF THE SUBJECT PROPERTY IS PLANNED TO BE 10.00 ACRES, MORE OR LESS, AREA AS SHOWN HEREON IS A RESULTANT FACTOR, NOT A DETERMINATIVE FACTOR, AND MAY CHANGE SIGNIFICANTLY WITH OTHER CHANGES IN FIELD MEASUREMENTS OF THE SUBJECT LANDS TO PREPARE THE CALCULATIONS FOR THIS REASON, THE AREA IS SHOWN AS A "TYPICAL" FIGURE, AND IS NOT TO BE RELIED UPON AS AN ADEQUATE FACTOR FOR REAL ESTATE SALES PURPOSES.
- ACCORDING TO THE PLAT OF BLOCKS 1, 2, 3, 4, 5, 6, 7 AND 8, MINK'S ADDITION TO SUPERIOR, THE PLAT BETWEEN BLOCK 1 AND BLOCK 8 OF SAID PLAT IS IN PART, ACCORDING TO THE COMPLETED SPECIAL MAP OF THE TOWN OF SUPERIOR AND THE SURVEY IS ON-ORDER DEPOSITED IN THE BOULDER COUNTY CLERK'S OFFICE. REZONE THE PLAT IS 10 FEET.

Locality Map



Scale: 1" = 100'



Name of Development

MINK'S ADDITION TO SUPERIOR BLOCKS 2 & 7 REZONE PROJECT

Applicant Name and Address

SCOTT SINKS 303-318-0803
301 E. MAPLE, SUITE 1
SUPERIOR, CO 80087

Certificate of Ownership

I, SCOTT SINKS, AS THE OWNER OF THE PROPERTY AND CONSENT TO THIS PLAN.

TO: OFFICE OF THE BOULDER COUNTY CLERK, BOULDER, CO, ON THIS _____ DAY OF _____, 20____.

BY: SCOTT SINKS, BOULDER, CO, ON THIS _____ DAY OF _____, 20____.

STATE OF _____, COUNTY OF _____.

THE FOREGOING CERTIFICATE OF OWNERSHIP HAS BEEN ACKNOWLEDGED BEFORE ME.

THIS _____ DAY OF _____, 20____, BY _____.

BY: _____, COUNTY CLERK.

NOTARY PUBLIC.

(SEAL)

Planning Commission Certificate

RECOMMENDED APPROVAL THIS _____ DAY OF _____, 20____.

BY THE TOWN OF SUPERIOR PLANNING COMMISSION, MINUTES NO. _____.

_____ SIGNED TO: _____.

Town Council Certificate

APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR, STATE OF COLORADO,

WITNESS BY HAND WITH THE CORPORATE SEAL OF THE TOWN OF SUPERIOR THIS _____ DAY

OF _____, 20____.

ATTEST: _____

TOWN CLERK: _____

WITNESS: _____

Town Clerk's Certificate

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS DEPOSITED BY THE BOARD OF TRUSTEES BY

[RECORDING/DEPOSITED] ON _____, SIGNED TO _____ ON THIS _____ DAY

OF _____, 20____, AND HAS BEEN FILED IN MY OFFICE ON THE _____ DAY

OF _____, 20____, AT _____ O'CLOCK _____.

TOWN CLERK: _____

Surveyor's Certificate

I, JAMES Z. GOWAN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF

COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS INSTRUMENT WAS

MADE UNDER MY SUPERVISION AND THE SURVEYOR'S WORK THEREON ACCURATELY DONE,

AND THAT SAID SURVEY ACCURATELY REPRESENTS SAID SURVEY, AND THAT SAID SURVEY IS IN

CONFORMANCE WITH THE REQUIREMENTS OF TITLE 38, ARTICLE 10, C.R.S., AS AMENDED, AND

THE TOWN OF SUPERIOR, COLORADO.

DATE OF SURVEY: JULY 21, 2008

JAMES Z. GOWAN, COLORADO P.L.S. #7008

400 PRESIDENT, FLATIRON, INC.

James Z. Gowan

REGISTERED PROFESSIONAL LAND SURVEYOR
IN THE STATE OF COLORADO
#7008

Flatiron, Inc.

Servicing Engineering & Geomatics

www.flatironinc.com

4000 13th St. Suite 100

Superior, CO 80087

Phone: 303-318-0803

Fax: 303-318-0803



Town of Superior
301 E. Maple, Suite 1
Superior, CO 80087
Phone: 303-318-0803
Fax: 303-318-0803

Page 1 of 1

TOWN BOARD GOALS



Quality of Life

Ensure all residents feel welcomed and appreciated. Continue Town actions to improve the quality of life for Superior residents by reducing noise and air pollution.



Marshall Fire Recovery

Ensure the Town, the community and all residents are supported as needed to continue their recovery from the Marshall Fire, and that the Town continues its ongoing efforts in the prevention and mitigation of future fires.

Provide Excellent Public Services

Continue expanding and improving community services by prioritizing those services needed by our residents as community needs continue to evolve.

Maintain and Improve Excellent Public Infrastructure

Continue to maintain and improve our infrastructure by prioritizing the appropriate funding and pursuing partnerships for infrastructure improvements.



Realize the Town Sustainability Action Plan

Through the Sustainability Action Plan, maintain a focused effort on greenhouse gas emission reductions, increases to the waste diversion rate, reduced per capita energy and water usage and improvement to community air quality.



Enhance Financial Stability and Business Retention

Ensure the Town's long-term financial stability by continuing to diversify revenue streams, advocate for financial self-sufficiency of utility operations and support local business development and growth.



Engage Residents through Outreach and Marketing

Continuously improve education, communication and dialog between the Town, residents and advisory groups, to maintain and improve quality of life and decision-making.

Strategically Manage and Enhance Open Space, Parks and Trails

Augment natural and developed open space and parks within the Town through strategic acquisitions, development and management.



Promote, Manage, and Identify Development and Redevelopment Opportunities

Review development opportunities in a timely manner by reconciling public and private interests to achieve the Town's long-term vision as stated in the Town's Comprehensive Plan.